

# MEMORANDUM OF UNDERSTANDING

## July 1, 2024 – June 30, 2027

### Salt Lake City Corporation and the International Association of Firefighters Local 81



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## TABLE OF CONTENTS

Memorandum of Understanding .....	1
Recitals.....	1
Agreement.....	1
Article 1 – Authority.....	1
Article 2 – Recognition.....	1
Article 3 – Rights and Obligations.....	2
A.    Management Rights and Declaration.....	2
B.    No Strike Clause .....	2
C.    No Lockout Clause .....	2
D.    Employee Rights.....	2
E.    Local 81 Rights.....	3
F.    Local 81 Business .....	3
G.    Dues Deduction.....	4
Article 4 – Representation .....	4
A.    Local 81’s Representation Rights and Obligations.....	4
B.    Eligible Employee Representation Rights .....	5
Article 5 – Wage Schedule and Longevity .....	5
A.    Wages.....	5
B.    Certifications.....	7
C.    Canine Handler .....	8
C.    Longevity .....	8
D.    Overtime .....	9
E.    Support Differential .....	9
Article 6 – Hours of Service and Overtime .....	10
A.    Hours of Service .....	10
B.    Exchange of Time/Shift Trades .....	10
C.    On-Call.....	10
D.    Callback .....	10
E.    Additional Work .....	11
F.    Acting Out of Class.....	11
Article 7 – Holidays.....	12
A.    Holidays Specified.....	12
B.    Alternative and Additional Holidays for Support Division .....	13
C.    Work on Holiday for Support Division .....	13
D.    Holiday Payout Upon Separation.....	13
Article 8 – Vacations .....	13
A.    Vacation Authorized/Use of Vacation .....	13
B.    Vacation Accumulation Schedule.....	14
C.    Rules for Taking Vacation.....	15
D.    Vacation Accrual Maximums .....	15
E.    Vacation Benefits Upon Separation.....	16
Article 9 – (Plan “A” Only) Sick Leave and Hospitalization Benefits.....	16
A.    Sick Leave Policy and Procedures.....	16

B.	Accumulation of Sick Leave.....	17
C.	Sick Leave Conversion to Vacation Time .....	17
D.	Sick Leave Credit Forward .....	18
E.	Notification of Election.....	18
F.	City Contribution and Maximum Accruals.....	18
G.	Retirement Benefits .....	19
H.	Hospitalization .....	19
I.	Authorized Sick Leave and Hospital Benefits .....	20
J.	Regular Salary to be Continued .....	20
K.	Dependent Leave .....	21
L.	Career Incentive Leave .....	21
M.	On-Duty Shifts for Personnel Defined.....	21
N.	Long-Term Disability Compensation .....	22
O.	Point of Contact .....	22
Article 10 – (“Plan B” Only)	Personal Leave.....	22
A.	Paid Personal Leave.....	23
B.	Maximum Accrual Yearly Carryover .....	23
C.	Carry Over of Personal Leave.....	24
D.	Conditions of Use Of Paid Personal Leave.....	24
E.	Career Enhancement Leave .....	24
F.	Retirement/Layoff (Rl) Benefit.....	24
G.	Payment of The Rl Account.....	25
H.	Short Term Disability Insurance.....	26
I.	Payment of Pl Upon Separation.....	26
J.	Point of Contact .....	26
Article 11 – Leaves of Absence .....		26
A.	Bereavement Leave.....	26
B.	Family Medical Leave Act (FMLA).....	27
C.	Eligible Employees Who Enter Military Service.....	28
D.	Pay While on Military Leave .....	28
E.	Leave for Jury Duty .....	28
F.	Subpoena Duty.....	29
G.	On the Job Injury Leave and Worker’s Compensation.....	29
Article 12 – Additional Allowances .....		30
A.	Leaves of Absence .....	30
B.	Educational Incentive Pay.....	30
C.	Tuition Reimbursement .....	31
D.	Uniform Allowance .....	31
E.	Mileage Allowance .....	31
Article 13 – Insurance.....		32
Article 14 – Pension Plan Contribution .....		32
Article 15 – Significant Exposure.....		32
Article 16 – Standing Committees.....		33
A.	Labor Management Committee .....	33
B.	Safety and Personal Protective Equipment (PPE) Committee.....	33
C.	Apprenticeship Committee .....	34

D.	Bid Committee .....	34
E.	Ems Committee.....	34
F.	Wellness Committee .....	35
G.	Engineers Committee.....	35
H.	Dispatch/Communications Committees.....	35
I.	Limitations on Participation.....	35
J.	Compensation for Committee Work.....	36
K.	Scope of Committee Authority .....	36
Article 17 – Discipline, Corrective Actions, And Procedural Rights .....		36
A.	Investigative Interview.....	36
B.	Pre-Determination Meeting (Aka: Loudermill).....	37
C.	Imposition of Disciplinary Action .....	38
Article 18 – Grievance Procedure.....		39
A.	General Rules for Grievances .....	39
B.	Disciplinary Grievance .....	40
C.	Policy/Procedure Concern .....	41
D.	Contractual Grievance .....	41
Article 19 – Personnel Files.....		42
Article 20 – Miscellaneous Policies and Procedures .....		42
Article 21 – Notice of Policy Change.....		43
Article 22 – Layoff Procedures.....		43
Article 23 – Term of Memorandum.....		43
Article 24 – Limitation of Provisions .....		44
Article 25 – Waiver Clause.....		44
Article 26 – Savings Clause.....		44
Article 27 – Reinstatement After Separation Due to Injury or Illness.....		45
A.	Reinstatement Requirements and Procedure .....	45
B.	Separated Employee Not “Eligible Employee” .....	46
Appendix A – Firefighter Base Wages .....		48
Attachment 2 – Four-Handed Staffing Executive Order .....		54

## **MEMORANDUM OF UNDERSTANDING**

A MEMORANDUM OF UNDERSTANDING entered the date of recording, by SALT LAKE CITY CORPORATION (“the City”) and Local 81 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (“Local 81”).

### **RECITALS**

A. The City has recognized the value of collectively bargaining, with Local 81, the terms and conditions of employment for Firefighters (EMT, Specialists, Paramedic), Medical Response Paramedics, Fire Captains (“Sworn Employees”), as well as Fire Logistics Coordinators and Fire Prevention Specialists (“Non-Sworn Employees”), collectively referred to as (“Eligible Employees”) in the Salt Lake City Fire Department (“SLCFD”) pursuant to the Collective Bargaining.

B. The City and Local 81 have negotiated and have reached agreement on the terms and conditions of Eligible Employees’ employment for the period July 1, 2024 through June 30, 2027.

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

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

### **AGREEMENT**

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

#### **ARTICLE 1 – AUTHORITY**

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

#### **ARTICLE 2 – RECOGNITION**

The City recognizes Local 81 as the exclusive bargaining agent for full-time Eligible Employees in the SLCFD for the purpose of negotiating their wages, hours, and other conditions of employment. Eligible Employees in the bargaining unit consist of the following classifications:

Firefighter EMT  
Firefighter Specialist  
Firefighter Paramedic  
Firefighter Captain  
Fire Logistics Coordinator (non-sworn)  
Fire Prevention Specialist (non-sworn)  
Medical Response Paramedic

### **ARTICLE 3 – RIGHTS AND OBLIGATIONS**

A. Management Rights and Declaration

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

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

B. No Strike Clause

Local 81 and Eligible Employees in the SLCFD are prohibited from promoting, sponsoring, engaging in or encouraging, directly or indirectly, any strike, slowdown, interruption of operations, absence from work upon any pretext or excuse, sickout, withholding of services, interference with services provided by the City, or any other interruption of the City's operations and Local 81 will use its best efforts to encourage all Eligible Employees to comply with this section. Eligible Employees are not entitled to any benefits or wages while engaged in a strike, work stoppage or other interruption of work as specified herein. Employees may be subject to disciplinary action, including termination for not reporting to work as assigned or when engaging in conduct prohibited by this section.

C. No Lockout Clause

The City will not lock out any Eligible Employees during the MOU's term.

D. Employee Rights

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

Local 81 agrees it will not restrain or coerce any Eligible Employee from exercising their rights. The City and Local 81 agree they will not discriminate against any Eligible Employee based upon membership or non- membership in Local 81.

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

E. Local 81 Rights

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

F. Local 81 Business

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

Reasonable time to engage in union activities:

- Elected Local 81 union officers will be allowed a reasonable period during working hours, to attend Local 81 meetings or participate in other Union business as necessary. The Local will keep the Chief or designee updated with the names of its designated union representatives. The Local 81 officer will strive to provide the Chief or designee notice as soon as possible, but not less than twenty-four (24) hours in advance of such meeting.
- Designated representatives will be allowed to attend union related conferences and conventions during work hours. However, not more than two Eligible Employees from the same shift shall attend such conferences and conventions.
- A designated union representative or delegate (up to 2 per platoon) seeking to attend a conference or convention will give at least 30 days' notice to the Chief or designee. Approval will not be unreasonably denied subject to determinantal impact on staffing. Employees attending conferences and conventions during such time are compensated by the City as provided in Section F. During training, instruction, and classroom presentations during normal business hours (ie:8-5), employees are subject to the City's code of conduct as applied while on duty.
- Outside of these hours, employees are not precluded from disciplinary action for off-duty misconduct. Employees are subject to the City's travel policy. The City is not responsible for registration fees, travel costs, meals, per-diem, or other incidentals.
- For Section F, the total aggregate paid time for employees serving as Local 81 union officers or official delegates will not exceed 28 shifts (672 hours) (or additional shifts as approved by the Fire Chief or designee) per year. Upon request by the

Local President and at the discretion of the Chief, designee, additional time may be permitted. Employees will log their hours consistent with management directive.

- The total number of employees taking time off to attend Local 81 meetings or otherwise participate in Local 81 business at the same time shall not exceed six (6) employees (unless the Fire Chief or the Fire Chief's designee expressly allows additional employees to participate).

G. Dues Deduction

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

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

## **ARTICLE 4 – REPRESENTATION**

A. Local 81's Representation Rights and Obligations

1. Local 81 agrees to represent in good faith Eligible Employees' interests in the SLCFD without discrimination and without regard to membership in the Local 81. Local 81 has the right to determine the method and means of its Eligible Employees' representation.
2. No Employee shall be represented in their employment relations with the City by an agent or representative of a competing employee organization other than Local 81.
3. SLCFD will provide Local 81's representatives, upon proper notification to their immediate supervisors, a reasonable opportunity during working hours to investigate and resolve grievances. The Fire Chief or designee must approve any time for these activities beyond two (2) hours per week. Local 81 representatives will be held to the same standard of confidentiality in these matters as the City. Any discussion among Local 81 representative, the employee, and the City concerning settlement of items grieved will be privileged matters and may not be used for any other purpose by either party.
4. Neither City nor Local 81 representatives may delay, interfere with, nor otherwise obstruct any City investigation conducted in compliance with the terms and conditions of this MOU.
5. Local 81 may represent a Separated Employee (as that term is defined in Article 26) in the process provided for in Article 26.



**B. Eligible Employee Representation Rights**

1. Unless otherwise agreed upon by the parties, an Eligible Employee may be accompanied and assisted by up to two representatives when subject to an investigative interview or pre-determination hearing as provided for in Article 16, Procedural Rights. The representatives may not be a person subject to the same investigation.
2. An Eligible Employee's right to representation does not apply to regular employee evaluations.
3. An Eligible Employee's right to representation does not apply to coaching, instruction, or direction given to an Eligible Employee.
4. Unless otherwise agreed upon by the parties, an Eligible Employee may be accompanied and assisted by up to two designated representatives during any stage of the grievance process.
5. The City will grant an Eligible Employee a reasonable amount of time to obtain Union representation before any disciplinary investigation, so long as such time does not unduly delay the meeting.

**ARTICLE 5 – WAGE SCHEDULE AND LONGEVITY**

**A. Wages**

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

- A Fire Logistics Coordinator
- A Fire Prevention Specialist
- Firefighter-EMT
- Firefighter-Specialist (i.e. Specialist Assignments: Engineer; Haz-mat Tech; ARFF; Heavy Rescue Tech; Inspector, Investigator, Public Education Specialist, Swift Water Rescue Tech, AV Specialist, SCBA Tech, EMT Coordinator, Instructor or other Firefighter- Specialists as approved by the department Chief).
- Firefighter-Paramedic
- Fire Captain

- Medical Response Paramedic

The City and Local 81 agree the City will use two rates of pay, either Operations Rate or a Support Rate, to compensate Eligible Employees. Base hourly rates of pay are identified in Appendix A. Full-time Operations are assigned to a 48 on and 96 off work schedule using the FLSA 7(K) exemption and 24-day work cycle. Full-time Support are assigned to a 40-hour work week. The hourly Operations Rate will be computed based upon a fifty-six (56) hour work week. The hourly Support Rate shall be computed based upon a forty (40) hour work week. Annual salary equivalents in the base hourly wage scale are for reference purposes only.

Subject to the limitations set forth in state law and Articles 22, 23, and 25 of this MOU, the following wage increases will be provided during the term of this Agreement:

- Effective June 23, 2024, or after execution of this agreement, the latter of either, the wage scale for each year of this Agreement and for each classification will be as attached in Appendix A.
- Due to the change in step increments in Appendix A from 7 years to 8 years and 9 years to 10 years, those employees currently on step 7 or 9 who would otherwise have more than a 6 month period (past December 31, 2024) of time from July 1, 2024 to reach the new step 8 or step 10 will receive their next step increase on January 5, 2025.
- Sworn Employee pay rates for Firefighter-EMT, Firefighter-Specialist, Firefighter-Paramedic and Fire Captain will be based upon the rate of pay for Firefighter-EMT (“Firefighter Rate”) and determined by the completion of requirements and years of completed service with the City.
- Firefighter-Specialists will be paid the Firefighter-EMT wage rate plus seven percent (7%).
- Firefighter-Paramedics will be paid the Firefighter-EMT wage rate plus 15.4%.
- Mobile Response Paramedics will be paid in accordance with Appendix A.
- Non-Sworn Fire Prevention Specialists will be paid in accordance with Appendix A.
- Non-Sworn Fire Logistics Coordinators will be paid in accordance with Appendix A.
- The Captains pay rate will be the top Firefighter-EMT wage rate plus 30.92%.

The wage rates are summarized in the pay schedule attached hereto as Appendix A. The rate of pay will be determined by years of completed service with the Department. An Eligible Employee may subsequently move to a higher pay rate during the effective dates of the wage schedule in the event that the passage of their anniversary date results in the Eligible Employee completing the requisite number of completed years of service.

In recognition of the unique challenges associated with public safety employment, the City is committed to providing its firefighters with a competitive compensation package that aims to the top of the market for such employment in the State of Utah.

B. Certifications

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

1. Eligible Employees will receive an additional \$46.15 per bi-weekly pay period if they hold all of the applicable Certifications necessary for and are regularly assigned to the following bid positions. Note for this section: certification pay is limited to one certification payment at a time, unless otherwise specifically assigned.

Heavy Rescue Team:

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

Haz-Mat Team:

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

Swift Water Rescue:

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

ARFF:

- Firefighter-Paramedics not to exceed 3 per platoon
- Captains not to exceed 3 per platoon
- Engineers not to exceed 1 per platoon

C. Canine Handler

At the discretion of the Chief or designee, the Department may utilize a canine in support or operations. Use of a canine may include assigning an employee to the duties of canine handler. The assignment may include caring for the canine off duty.

An employee assigned to caring for a canine off duty is responsible for the routine care of the animal and will be provided a take-home vehicle to transport the canine their residence to work. Commuting with the animal is not considered compensable time worked. The parties have evaluated the time needed for routine care, inclusive of feeding and grooming, and have determined that 30 minutes per day is reasonable and sufficient to meet those responsibilities.

When assigned to operations, routine canine care during an employee's regularly scheduled work shift will be inclusive of the employees' regular work assignment and compensation. When not on duty, routine care will be compensated at 0.5 hours per day.

When assigned to support and at the discretion of the department, the employee may be relieved from duty for the time necessary for routine care time either daily (0.5 hours per day) or when not relieved of duty or not scheduled to work a day, routine care will be compensated at 0.5 hours per day.

Compensation may be subject to FLSA overtime depending on the hours worked in the work cycle. A canine handler is eligible for on-call assignment and call-back pay consistent with this Agreement.

A canine handler assignment is at the sole discretion of the City. Assignments will generally be for several years and possibly tied to the work expectancy of the canine. Removal from assignment is not subject to grievance. The parties recognize the canine handler assignment includes additional training and skill sets. For the duration of the assignment, the employee will receive an additional premium of 3% of their base hourly wage for all hours worked when assigned as a canine handler.

C. Longevity

Eligible Employees will receive longevity pay based upon continuous years of service with the City;

Eligible Employees who have completed six (6) continuous years of City employment will receive a monthly longevity benefit of \$50 per month;

Eligible Employees who have completed ten (10) continuous years of City employment will receive \$75 per month;

Eligible Employees who have completed sixteen (16) continuous years of City employment will receive \$100 per month; and

Eligible Employees who have completed 20 continuous years of City employment will receive \$125 per month.

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

Longevity payments will be discontinued after June 30, 2025.

D. Overtime

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

Eligible Employees regularly assigned to Operations working the 24-day work cycle will receive overtime for all hours worked in excess of 182 hours in the 24-day cycle. Eligible Employees regularly assigned to Support will receive overtime for all hours worked in excess of 40 in the City work week. Use of paid or accrued leaves does not count as hours worked.

An Eligible Employee who is regularly assigned to an Operations crew will receive the Operations Rate of pay, except when a firefighter works in a temporary support shift outside of any Operations crew shift the employee will be paid a rate equal to one and one-half times the support rate. (examples: MRT, committee, special events). This provision does not apply to light duty assignments. When working a temporary support shift, the employee maintains the 7(K) 24 day cycle status.

For an Eligible Employee who is regularly assigned to work a Support Assignment, the Eligible Employees will receive the Support Rate of pay. A Support Employee who works in the capacity of an Operations Crew Shift will be paid one and one-half times the operations rate.

Operations Holdover: If an employee on operations crew shift is held over at the conclusion of their crew shift, the employee will be paid at the rate of two times their regular operations rate for the time worked held over up to the nearest quarter hour.

E. Support Differential

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

## **ARTICLE 6 – HOURS OF SERVICE AND OVERTIME**

### **A. Hours of Service**

The Fire Chief or designee may require an Eligible Employee to perform work beyond the Eligible Employee's regularly scheduled duties. Whenever possible, SLCFD will solicit volunteers for overtime work. Forty hours within a seven-day week shall constitute a normal work period for all Eligible Employees, except Eligible Employees assigned to the Operations Division. Two (2) consecutive 24-hour shifts shall constitute a normal work period for Eligible Employees regularly assigned to the Operations Division using the FLSA 7(k) 24-day work cycle. The FLSA work cycle initiated on July 1, 2009.

### **B. Exchange of Time/Shift Trades**

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

### **C. On-Call**

Employees 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 within the employee's normal commute conditions. The City can limit the assignment of On-Call status for those employees that do meet the purposes of the assignment. Eligible Employees shall be compensated one (1) hour of straight-time hourly rate of pay for each twenty-four (24) hours or significant portion thereof for being available. This compensation shall be in addition to any callback pay or pay for time worked the Eligible Employee may receive during the standby/on-call period. The City and Local 81 understand that on-call compensation under this paragraph will not be counted as time worked for purposes of overtime compensation but will be added to the Eligible Employee's regular rate of pay when calculating any overtime compensation.

### **D. Callback**

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

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

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

E. Additional Work

Employees may be assigned to work additional hours in the workweek as noted in Section E above. The City may also seek volunteers to perform additional duties within their position. The City will pay FLSA overtime consistent with this agreement and FLSA as identified in Article 5. Employees who voluntarily agree to work additional hours must have supervisory approval. The City and Local 81 agree that Eligible Employees in Support who volunteer for work beyond their regularly scheduled work assignments do not qualify for Callback under Subsection E. However, in the event such voluntary additional work involves returning to work, rather than extending a shift, the voluntary additional work shall be subject to a guaranteed two (2) hours paid at the applicable pay rate.

F. Acting Out of Class

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

Acting Out of Class: Employee assigned to perform duties not normally assigned to their current position or specialist assignment will be paid a differential equal to a rate of one dollar and fifty cents (\$1.50) per hour for each hour worked. Acting Out of Class pay is for an assignment for at least 1 hour or more as directed by the supervisor.

Acting In Charge. Any Employee who is not a Captain and is assigned to perform duties normally assigned to a Captain will be paid a differential equal to a rate of Two Dollars (\$2.00) per hour for each hour worked as assigned. Assignments will be documented. Acting Out of Class pay is for an assignment for at least 1 hour or more as directed by the supervisor.

Captains do not qualify for temporary assignment unless assigned to the position of Battalion Chief/Division Chief in which case they would receive an additional Two

Dollars Fifty Cents (\$2.50) per hour for each hour worked as assigned. Acting Out of Class pay is for an assignment for at least 1 hour or more as directed by the supervisor.

Paramedic Proctor assignment. When assigned by the Medical Division Chief to proctor a paramedic student, the Firefighter Paramedic/s will be paid a differential equal to a rate of one dollar and fifty cents (\$1.50) per hour for each hour worked as assigned. Assignments will be documented. The Medical Division Chief will provide proctor duties and expectations for the assignment.

## **ARTICLE 7 – HOLIDAYS**

### **A. Holidays Specified**

Operations Unit Holiday in Lieu. Effective January every year, Eligible Employees of the Operations Division, will receive 156 hours of accrued leave into the employee's holiday leave bank in lieu of time off for any holidays. Such accrued times can be taken as approved by the Fire Chief.

Employees are required to use these accruals during the same calendar year consistent with policy. For new employees, holiday in lieu accrual is prorated based on the pay period hired in which the individual is hired.

Support Unit. The following days shall be recognized and observed as paid holidays for all full-time Eligible Employees not assigned to the Operations Division:

1. New Year's Day (January 1)
2. Martin Luther King, Jr., Day (the third Monday of January)
3. Presidents' Day (the third Monday of February)
4. Memorial Day (the last Monday of May)
5. Juneteenth (observed by City Policy)
6. Independence Day (July 4)
7. Pioneer Day (July 24)
8. Labor Day (the first Monday of September)
9. Veterans' Day (November 11)
10. Thanksgiving Day (the fourth Thursday of November)
11. Day after Thanksgiving



12. Christmas Day (December 25)
13. One personal holiday may be taken upon request of the Eligible Employee regularly assigned to day work at the Fire Chief's discretion.

B. Alternative and Additional Holidays for Support Division

When any holiday listed above falls on Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on Saturday, the preceding business day shall be considered a holiday. When any holiday listed above falls on a weekday that is not a regularly scheduled workday for an employee, the holiday will be observed on the preceding or following regular workday, whichever is closest in time to the holiday listed above. An Eligible Employee may move a designated holiday and observe it on any day within the forty (40) hour work week in which the designated holiday falls upon request to and express approval by the employee's Division Chief.

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

C. Work on Holiday for Support Division

In the event an Eligible Employee in the Support Division who works a required or voluntary assignment on a day designated as a holiday, the Eligible Employee will be compensated at the rate of one-and-one-half (1½) times the employee's hourly rate for hours actually worked on said holiday.

D. Holiday Payout upon Separation

When Eligible Employees separate from employment, for any reason, the City shall compensate them for any holiday time earned and unused. For operations and for the purposes of calculating a holiday payout upon separation, Eligible Employees in Operations shall be credited with earning holidays on a pro-rata basis of 6 hours per bi-weekly pay period in the calendar year in which the separation occurs, less holidays previously used.

## **ARTICLE 8 – VACATIONS**

A. Vacation Authorized/Use of Vacation

1. Eligible Employees shall be entitled to receive their regular wages during vacation periods earned and taken in accordance with the provisions of this article.
2. Vacation accruals are earned as identified in the chart below.

Support may use accrued leave in hourly increments.

For all employees, vacation hours are accrued bi-weekly for use in the next calendar year. New employees in Operations will earn vacation in their year of hire but are not eligible to use the accrual until the next calendar year. Operations employees must use vacation in 24-hour increments, unless otherwise allowed by the Chief and policy.

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

**B. Vacation Accumulation Schedule**

1. New Employees in Operations. Eligible Employees who have completed less than one (1) continuous year of service with the City will have available to them, in the next calendar year, the number of full shifts (or days) of vacation earned biweekly prior to December 31<sup>st</sup> and will be paid for any vacation accrued in excess of the value of full shifts (24-hour blocks). For example, if the employee has accrued 52 hours, the employee will retain 48 hours (the equivalent of 2 shifts) and be compensated the remainder of 4 hours. This compensation will be paid at their hourly rate multiplied by the Vacation hours beyond the value of the full shifts. Vacation may not be taken until an Eligible Employee has completed their probationary period.
2. All other Eligible Employees will have available to them, in the next calendar year, the following number of shifts or hours based upon the years of continuous service with the City:

Number of Continuous Years of Service with City	Vacation	
	Support (in hours) yearly equivalent*	Operations (in 24-hour shifts) yearly equivalent*
1-3	96	6 (144 hours)
4-6	112	7 (168 hours)
7-9	128	8 (192 hours)
10-12	144	9 (216 hours)
13-14	160	10 (240 hours)
15-19	176	11 (264 hours)
20	200	12.5 (300 hours)



E. Vacation Benefits upon Separation

When Eligible Employees separate from employment for any reason, they shall be entitled to be paid for:

- All earned vacation time accrued, unused, un-forfeited and forwarded, if applicable, from previous years, plus;
- All vacation accrued, un-forfeited and unused for the year of employment during which the separation occurs.

For purposes of calculating this vacation benefit, the City shall convert the accrued vacation hours of Eligible Employees who are assigned to Operations from the Operations rate to the Support rate using the 3:2 ratio.

**ARTICLE 9 – (PLAN “A” ONLY) SICK LEAVE AND HOSPITALIZATION BENEFITS**

For historical reference, this agreement provides two options for leave benefits. Plan A is for employees hired before November 16, 1997, unless the employee previously elected to move to Plan B. Plan B is for employees hired on or after November 16, 1997.

The following apply to those Eligible Employees who are on Plan “A” during the term of this Memorandum:

A. Sick Leave Policy and Procedures

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

<b>Month</b>	<b>Support</b>	<b>Operations</b>
January	120 hours	7.50 shifts
February	110 hours	6.88 shifts
March	100 hours	6.25 shifts
April	90 hours	5.63 shifts
May	80 hours	5.00 shifts
June	70 hours	4.38 shifts
July	60 hours	3.75 shifts
August	50 hours	3.13 shifts
September	40 hours	2.50 shifts
October	30 hours	1.88 shifts
November	20 hours	1.25 shift
December	10 hours	0.63 shift

**B. Accumulation of Sick Leave**

Authorized unused sick leave may be accumulated from year to year subject to F below.

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

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

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

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

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

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

D. Sick Leave Credit Forward

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

E. Notification of Election

An Eligible Employee’s election to convert any sick leave to vacation time must be made in writing on the forms provided by the SLCFD. This written election shall be completed prior to or commensurate with the last day of the designated annual vacation draw for Operations employees.

If an Eligible Employee uses sick leave after they elect to convert, but before the end of the year, the amount of accumulated sick leave or converted vacation will be corrected.

F. City Contribution and Maximum Accruals

The carry forward maximum accruals, and annual payout of yearly sick leave shall be subject to the following limitations.

1. Up to 5 shifts of unused sick leave may be converted to vacation time annually up to the maximums shown in the chart in Paragraph C "Sick Leave Conversion to Vacation Time." Any portion of these unused sick leave hours that are not converted to vacation time will be considered “Available Conversion Hours.”
2. Any additional unused sick leave will be carried forward as accumulated sick leave and will not be considered “Available Conversion Hours”.
3. Unused sick leave from either of the two sources (lines 1 and 2 above) will be carried forward as accumulated sick leave until the employee has 1000 operation hours/667 support hours or more of accumulated sick leave.

4. After 1000 operation hours/667 support hours have accumulated, any additional Available Conversion Hours (Line 1 above) that accumulate will be paid out into the 501(c)(9) plan based on the wage schedule effective on 12/31 of the pertinent year. Operation hours will be converted to support hours using the 3:2 ration before payout.
5. After 1000 operations hours/667 support hours have accumulated, any additional unused sick leave (Line 2 above) will be considered accumulated sick leave that is not eligible to be paid out into the 501(c)9 account (it simply keeps accruing in the accumulated sick leave bank)

#### G. Retirement Benefits

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

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

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

#### H. Hospitalization

1. Hospitalization leave shall be provided for an Eligible Employee under Plan "A," in addition to sick leave authorized as insurance against loss of income when an Eligible Employee is unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital admission.
2. An Eligible Employee shall be entitled to 30 Support days (15 Operations shifts) of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. An Eligible Employee may not convert hospitalization leave to vacation or any other leave nor may the employee convert hospitalization leave to any additional benefit at time of retirement.
3. An Eligible Employee who is unable to perform their duties during a shift due to preparations for (such as fasting, rest, or ingestion of medicine) or participation in a scheduled surgical procedure shall obtain permission of the staffing office or

supervisor as applicable prior to the scheduled procedure. With approval, the Eligible Employee may report the absence from the affected shift as hospitalization leave.

4. An Eligible Employee who must receive urgent medical treatment at a hospital, emergency room, or acute care facility and who is unable to perform their duties during a shift due to urgent medical treatment may report the absence from the affected shift as hospitalization leave. The Eligible Employee is responsible to report the receipt of urgent medical treatment to the staffing office or supervisor as soon as practical. Urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
5. An Eligible Employee who is admitted to a hospital for medical treatment so they are unable to perform their duties may report the absence from duty as hospitalization leave.
6. Medical treatment consisting exclusively or primarily of post injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.
7. An Eligible Employee requesting hospitalization leave under this section may be required to provide verification of treatment from a competent medical practitioner.

I. Authorized Sick Leave and Hospital Benefits

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

J. Regular Salary to be Continued

Each Eligible Employee who takes authorized sick leave or authorized hospitalization leave shall continue to receive their regular salary during their absence from work for the periods set forth in this Article consistent with the accrued leave benefits provided in this Article.



K. Dependent Leave

1. An Eligible Employee may request Dependent Leave in accordance with City Policy,
2. The following provisions apply to the use of Dependent Leave:
  - a. Dependent Leave may be granted with pay on a straight-time basis.
  - b. The SLCFD may require an Eligible Employee to provide information about the need for Dependent Leave.
  - c. An Eligible Employee's sick leave shall be reduced by the number of days/shifts taken by an Eligible Employee as Dependent Leave under this paragraph.

L. Career Incentive Leave

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

M. On-Duty Shifts for Personnel Defined

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

For Eligible Employees who regularly perform Support work, sick leave equals 120 hours.

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

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

N. Long-Term Disability Compensation

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

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

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

If an Eligible Employee of the City becomes entitled to receive Workers Compensation as a result of suffering a City service-connected injury or illness of a type not compensated under the foregoing provisions of this section, such Eligible Employees shall be paid Workers Compensation as provided by law; provided however, that the employee may elect to use, while receiving W/C benefits for an accepted claim, their accumulated sick leave credit and vacation time, in such increments that will, when added to their Workers Compensation payments allow the Eligible Employee to collect One Hundred percent (100%) of their net wage; and provided further, that satisfactory evidence of such election shall be transmitted by said Eligible Employee to Human Resources prior to payment.

For purposes of this provision, "net wage" shall mean the employee's 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. Compensation for overtime hours does not apply to the calculation of base net wage.

O. Point of Contact

The City shall designate a point of contact to whom employees can ask questions regarding the policies and procedures governing Article 8.

**ARTICLE 10 – ("PLAN B" ONLY) PERSONAL LEAVE**

The following apply only to those Eligible Employees who are on Plan "B" during the term of this Memorandum:

A. Paid Personal Leave

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

An Eligible Employee shall be awarded, and shall immediately be able to use personal leave on November 1<sup>st</sup> of each year of this Agreement.

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

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

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

For the purposes of this Article, a shift is a 24-hour period.

B. Maximum Accrual Yearly Carryover

Eligible Employees may not carry over more than one hundred and twelve (112) Support hours or seven (7) Operations shifts of personal leave to the next plan year, which begins the second pay period of November. For any personal leave unused by an Eligible Employee in excess of one hundred and twelve (112) Support hours or seven (7) Operations shifts for Operations personnel on that date, the City shall contribute a maximum of eighty (80) Support hours or five (5) Operations shifts for Operations personnel of the unused personal leave to the 501(c)(9) Health Plan. The value of this contribution shall be based on the wage schedule at the end of the plan year. Prior to contribution, the City shall convert the unused personal leave hours for Eligible Employees assigned to Operations from the Operations rate to the Support rate using the 3:2 ratio. This contribution shall not be subject to election by the Eligible Employee.

C. Carry Over of Personal Leave

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

D. Conditions of Use of Paid Personal Leave

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

1. Minimum use of paid personal leave is in one (1) hour increments and must be approved by the Eligible Employee's Station Captain, immediate supervisor, or staffing office.
2. In situations where paid personal leave is used for illness, dependent or funeral leave, notice should be given as soon as possible but in no case less than one and one half (1.5) hours prior to shift change except in unforeseen or extraordinary circumstances, such as emergency or accident, in which case the Eligible Employee must provide as much notice as reasonably possible.

E. Career Enhancement Leave

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

F. Retirement/Layoff (RL) Benefit

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

G. Payment of the RL Account

1. All of the hours in the RL account shall be payable upon layoff or retirement as follows: The Eligible Employee shall be paid their base hourly rate of pay on date of termination for each hour in the Eligible Employee's RL account.
2. Up to December 31, 2024: Upon an Eligible Employee retiring between January 1 and June 30, the City will pay to the Eligible Employee the cash value of the Eligible Employee's RL account. The value of that contribution will be calculated using the hourly Support Rate of pay on the Eligible Employee's last day worked prior to retirement. Should such hours have been placed into and maintained in the RL account as Operations hours, they shall be converted to Support hours using the ratio provided for herein.

Upon an Eligible Employee retiring between July 1 and December 31, the City will pay a contribution, in the amount of the cash value of the Eligible Employee's RL account, to the employee's Post-Employment Health Plan account in accordance with the provisions and requirements of that Plan. The value of the RL account will be calculated as stated above.

3. Effective January 1, 2025, upon an Eligible Employee retiring between January 1 and June 30, the City will pay a contribution, in the amount of the cash value of the Eligible Employee's RL account, to the employee's Post-Employment Health Plan account in accordance with the provisions and requirements of that Plan. The value of the RL account will be calculated as stated above. Upon an Eligible Employee retiring between July 1 and December 31, the City will pay to the Eligible Employee the cash value of the Eligible Employee's RL account. The value of that contribution will be calculated using the hourly Support Rate of pay on the Eligible Employee's last day worked prior to retirement. Should such hours have been placed into and maintained in the RL account as Operations hours, they shall be converted to Support hours using the ratio provided for herein.
4. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the Eligible Employee's appropriate Battalion Chief. Approval shall not be unreasonably denied. It is understood that hours used from the RL account shall be governed by the same rules of usage that are applied to sick leave hours. RL account hours may also be used as a supplement to Workers Compensation benefits which, when added to the Eligible Employee's Workers Compensation benefits, equals the Eligible Employee's regular net salary. The Eligible Employee must make an election in writing to the Director of Management Services to use RL account hours to supplement Workers' Compensation benefits.
5. All payments are through the regular payroll process.

H. Short Term Disability Insurance

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

The City will seek recommendations from its benefits committee. As one of the conditions of receiving SDI, the Eligible Employee may be required to submit 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 Eligible Employee, the City may provide temporary light duty assignments to Eligible Employees on SDI, provided a light duty assignment is available, and the Eligible Employee provides proper medical releases.

I. Payment of PL upon Separation

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

J. Point of Contact

The City shall designate a point of contact to whom employees can ask questions regarding the policies and procedures governing Article 9.

## **ARTICLE 11 – LEAVES OF ABSENCE**

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

A. Bereavement Leave

Bereavement Leave may be approved by the Fire Chief or designee for the death of persons who stood in loco parentis for the Eligible Employee or Eligible Employee’s spouse.

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

1. Time off with pay will be granted a full-time Eligible Employee 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 for Support and two (2) shifts for Operations 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 three (3) working days on the employee's regular shift at the time if a Support employee or two (2) shifts for an Operations employee of paid leave for bereavement, or the value of days provided by City policy if greater.

2. In the event of death of relatives other than those enumerated in Paragraph A, Section 1 above, an Eligible Employee will be paid for time off from scheduled working hours while attending the funeral services for such person, not to exceed one shift of the employee's assigned shift at the time for Support or one Operations shift of twenty-four (24) hours.
3. In the event of death of friends, an Eligible Employee may exchange time under existing rules, be granted available time off, or take time off without pay while attending the funeral services for such persons, not to exceed four (4) hours subject to the approval of their immediate supervisor.
4. In the event the death of any member of the immediate family occurs while an Eligible Employee is on vacation, their vacation will be extended by the amount of time authorized as funeral leave.

B. Family Medical Leave Act (FMLA)

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

C. Eligible Employees who enter Military Service

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

D. Pay while on Military Leave

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

An Eligible Employee claiming a military benefit must provide documentation to the City demonstrating the duty. This section is intended to comply with all applicable military leave laws.

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

E. Leave for Jury Duty

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



F. Subpoena Duty

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

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 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 sick or personal leave) for Eligible Employees, under the following conditions:

1. The injury must have resulted from a documented incident while the Eligible Employee was on duty and performing job-related activities.
2. The Eligible Employee must be unable to work due to the injury as verified by a competent medical practitioner.
3. The Injury Leave must not exceed the value of the Eligible Employee's net wage during the period of absence due to the injury, less all amounts paid or credited to the SLCFD employee by Workers Compensation, social security, disability, or retirement benefits, or any form of governmental relief. "Net wage" for purposes of this provision shall mean their regular hourly rate with incentives (ie: education pay) 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 injury leave shall not exceed Five Thousand Dollars (\$5,000) per Eligible Employee per incident, unless approved in writing by the Fire Chief.
5. The Fire Chief shall review and approve injury leave claims. Appeals from the decision of the Fire Chief may be received by the Mayor's Designee who will make recommendations to the Mayor for final decision.
6. If an Eligible Employee is eligible for Workers Compensation and is not receiving injury leave pursuant to this Section, said Eligible Employee may elect in writing to Human Resources to use accumulated sick or personal leave or authorized

vacation time to supplement the Eligible Employee's Workers Compensation, not to exceed the Eligible Employee's net wage.

7. The City and Local 81 will establish a policy that is intended to return an injured Eligible Employee back to work as soon as possible. The policy shall include, but not be limited to, a light duty program and incentives to encourage an Eligible Employee to pursue recovery aggressively and to return to work.

## **ARTICLE 12 – ADDITIONAL ALLOWANCES**

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

Unless otherwise expressly provided in this Agreement, Eligible Employees may be eligible for additional leaves of absence at the approval of the Fire Chief. Any Eligible Employee who requests such leave shall be subject to the following limitations:

- The leave shall be unpaid.
- Unless the leave of absence is attributable to an FMLA qualifying event, that Eligible Employee's seniority shall be reduced the same number of days that such leave was in effect.
- Upon return from such leave the Eligible Employee shall be reinstated after successful completion of a physical and performance review as stipulated by the Chief.
- Leave without pay is only approved if all other accrued leaves are exhausted, unless otherwise approved by the Chief, designee or such leave is consistent with City policy.

This section does not apply to bona-fide military leave.

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

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

- Doctorate      \$46.15 bi-weekly
- Masters        \$34.62 bi-weekly
- Bachelors     \$23.08 bi-weekly
- Associate      \$16.15 bi-weekly

An Employee is eligible for incentive pay hereunder following submission of their diploma evidencing completion of degree requirements at a fully accredited college or university to the Fire Chief or designee.

C. Tuition Reimbursement

The Eligible Employee will participate in and comply with the provisions of the City's tuition reimbursement policy, subject to funding.

Notwithstanding the foregoing, all parties agree that Eligible Employees working in Operations may, with the approval of the Eligible Employees' Station Captain, use an appropriate amount of time at the Station for study and other tasks related to educational advancement provided such use of study time does not interfere with duties and expectations the Eligible Employee is required to fulfill.

D. Uniform Allowance

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

The SLCFD will provide at no cost to the Sworn Employee, NFPA approved protective outer clothing (including, but not limited to, turnouts and brush jackets) and safety equipment that is required in the performance of their duties.

In addition, effective July 1<sup>st</sup> of 2024, each Sworn Employee may purchase authorized uniform, clothing, or equipment items at a cost of up to Six Hundred Dollars (\$600) per fiscal year as administered by Department policy. For fiscal year 2026, the value will increase to eight hundred dollars (\$800). For fiscal year 2027, the value will increase to nine hundred dollars (\$900). (Note for contract: fiscal year 2026 is from July 2025 to June 2026. Fiscal year 2027 is from July 2026 to June 2027.)

Sworn Employees will be able to use this allowance through a voucher, invoicing, or reimbursement system at approved uniform or equipment vendors. The Department will arrange for the respective mechanisms of purchase with uniform or equipment vendors and provide a list of approved items and vendors in Department policy. Equipment and items purchased under this section are for use on duty.

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

E. Mileage Allowance

Eligible Employees who are authorized to use and who do use privately owned automobiles for official City business shall be reimbursed for their operation expenses as allowed by

City policy. Reimbursement forms must be submitted at least quarterly, for accounting reasons. This provision is not for normal commuting. For operations, if an employee is not given advanced notice and on the day of their shift is required upon arrival to work to change workstations, the employee is eligible for mileage reimbursement when using their own personal vehicle to relocate to the assigned workstation.

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

### **ARTICLE 13 – INSURANCE**

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

The City will make available a consulting service or comparable Employee Assistance Program that will provide counseling for drug abuse, alcoholism, and marriage counseling.

The City will participate in the Employee's Post-Employment Health Reimbursement Account, as adopted by the City by contract and ordinance. The City will contribute Six Hundred Dollars (\$600) per calendar year (prorated per Eligible Employee's biweekly pay period) into each Eligible Employee's 501(C)(9) Post Employment Health Plan account.

### **ARTICLE 14 – PENSION PLAN CONTRIBUTION**

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

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

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

### **ARTICLE 15 – SIGNIFICANT EXPOSURE**

The City and Local 81 recognize the importance of testing for infectious disease any individual who causes a significant exposure to an Eligible Employee. The City shall provide appropriate legal support to move, as provided in Utah law, for a necessary court order directing such testing.

The City shall also provide all necessary medical evaluation and follow-up medical intervention for an Eligible Employee who has been subject to significant exposure. The City and Local 81 shall develop a training program for Eligible Employees and their supervisors, regarding appropriate actions when an Eligible Employee has a significant exposure.

## **ARTICLE 16 – STANDING COMMITTEES**

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

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

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

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

The Labor Management Committee will oversee and govern the committees' activities.

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

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

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

There shall be a Safety and PPE Committee established to make recommendations to the Labor Management Committee on methods and means of reducing illness, injuries, and accidents in the SLCFD and promote overall fitness of the SLCFD. The Committee shall consist of nine (9) members: six (6) appointed by the Local 81 President and three (3) appointed by the Fire Chief or designee. The Committee shall appoint two co-chairpersons

(co-chairs), one shall be a Local 81 appointee and one a Fire Chief appointee. The Safety, Wellness and PPE Committee shall schedule and call its own meetings. It should consider any matter referred to it by the Labor Management Committee. However, it may, independent of the Labor Management Committee, evaluate and investigate the safety needs of the SLCFD and report to and make recommendations to the Labor Management Committee.

C. Apprenticeship Committee

There shall be a Joint Apprenticeship Training Committee (JATC) responsible for the oversight of the SLCFD apprenticeship program, as approved by the Fire Chief. The JATC shall consist of six (6) members, three (3) appointed by the Local 81 President, and three (3) appointed by the Fire Chief. The JATC shall appoint two co-chairs. One shall be a Local 81 appointee and one a Fire Chief appointee. The JATC shall meet as needed. The JATC shall monitor the progress of individual apprentices and report to and make recommendations to the Labor Management Committee.

D. Bid Committee

The bid committee will consist of one member appointed by the Fire Chief or designee and one Eligible Employee from each of the following classifications: Captain, Engineer, Paramedic, ARFF, HRT, Swift Water Rescue, Haz- Mat. Committee members will be selected by the Labor Management Committee and the Committee shall appoint two co-chairs, one appointed by Local 81 and one by the Fire Chief.

The Chief of the SLCFD or delegated subordinate officer may assign apparatus, resources, or personnel, as they deem appropriate for the performance of the SLCFD's mission. In an effort to provide a fair and equitable way of assigning personnel to positions within the SLCFD, a bid procedure allowing members of the SLCFD to express a preference for work assignments is instituted. Bid positions shall be based upon openings for Eligible Employees and all promotable positions.

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

E. EMS Committee

There shall be an EMS Committee established and responsible for the oversight of the SLCFD's emergency medical system, as approved by the Fire Chief. The Committee shall consist of two (2) non-voting members (non-union) and the following voting members: 3 Operations Paramedics, 3 Operations EMTs, one Airport FF Paramedic or EMT as appointed by the Local, the Battalion Chief of the Medical Division, the Captain of the Medical Division, and the Department Medical Director. The two non-voting members will be the EMS Transport Representative (agreed upon by both Department

and Local 81) and the Medical Office Facilitator. The Committee shall appoint two co-chairs, one who shall be a Local 81 appointee and one who shall be appointed by the Fire Chief. The Committee will meet as necessary. The Committee may provide recommendations to the Fire Chief and Labor Management Committee regarding protocols, equipment, supplies, research, inter-hospital matters, and transport issues.

F. Wellness Committee

The parties agree to establish a wellness committee to meet quarterly. The committee will be composed of one management employee and three appointed by the Local. The purpose of meeting is to review and discuss matters of physical wellness, mental health, Task Performance Assessments, and similarly related wellness concerns. The committee is advisory and may provide recommendations to the Fire Chief and Labor Management Committee.

G. Engineers Committee

There shall be an Engineers Committee established for the oversight of fire apparatus design, maintenance, and purchase as well as continuing Engineer training, as approved by the Fire Chief. The Committee shall consist of 7 members comprised of six engineers, (2 from each platoon) appointed by Local 81, and the Apparatus Captain.

The Committee shall meet as needed. The Committee shall appoint two co-chairs, one who shall be a Local 81 appointee and one who shall be appointed by the Fire Chief or designee. The Committee may provide recommendations to the Fire Chief and Labor Management Committee regarding these issues.

H. Dispatch/Communications Committees

The City agrees to permit 3 members of Local 81, as selected by Local 81, to serve on the Dispatch/Communications Committee.

I. Limitations on Participation

In an effort to broaden the opportunities for service upon Committees, participation thereon shall be term limited. Except for those positions permanently designated by specific job title in the preceding Sections (i.e. Apparatus Captain or Safety Officer), membership on any one Committee shall be limited to a term of two (2) consecutive calendar years. Committee members may return to a Committee after the completion of this term after being off of the Committee for one year. Membership shall also be limited to one standing Committee at a time. These limits may be waived by the Labor Management Committee in the event that there are not enough interested people to fill the available slots or for other good cause. Members of Committees appointed by Local 81 may be removed by Local 81 and members appointed by the Fire Chief may be removed by the Fire Chief or designee.

J. Compensation for Committee Work

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

K. Scope of Committee Authority

The Committees referenced above are only authorized and limited to make recommendations to the Labor Management Committee and shall have no other authority beyond that of non-binding recommendations. All issues brought before the Committees will be considered by the appropriate Committee whether such issue comes from a union member or the administration.

**ARTICLE 17 – DISCIPLINE, CORRECTIVE ACTIONS,  
AND PROCEDURAL RIGHTS**

It is the intent of this article to provide procedural safeguards to Eligible Employees who are under investigation for conduct that may lead to imposition of formal disciplinary actions. Formal disciplinary actions are suspension without pay, demotion, and discharge consistent with state law.

Unless otherwise expressed by this article, this article does not apply to corrective actions, or directives given to Eligible Employees 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 coaching and counseling, instruction, verbal warnings, documented verbal warnings, performance improvement plans, written warnings, and routine initial inquiries that could lead to the foregoing correction actions. Corrective actions, even if reduced to writing, and written reprimands, are not considered formal disciplinary actions and are not subject to grievance or appeal. Corrective actions are not placed in an employee's personnel file, excluding written warnings subject to Article 19.

All corrective actions or disciplinary actions will be appropriately labeled.

An Eligible Employee's right to representation does not apply to a routine initial inquiry as described above, coaching, instruction, or direction given to an Eligible Employee by their immediate supervisor regardless of whether the action is documented or undocumented. If, during an inquiry, an Eligible Employee knows or believes that their own conduct may lead to discipline, the employee may request that the inquiry occur by investigative interview and any further interviewing of the Eligible Employee concerning the matter shall be conducted pursuant to Section A below.

A. Investigative Interview

When any Eligible Employee is under investigation for conduct that may lead to formal disciplinary action, the investigation shall be conducted under the following conditions.



Prior to any investigative interview that may lead to formal discipline with the Eligible Employee accused of misconduct, the Eligible Employee shall be advised of the following:

- The nature of the complaint, and the specific allegation(s) of misconduct.
- The approximate date(s), time(s), and location(s) of the incident that gave rise to the allegation(s).
- Written notice that the Eligible Employee has the right to have a Local 81 representative and/or legal representative, not to exceed two representatives present. 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.
- The City will make best efforts to provide at least 24 hours' notice of an investigatory interview.

For the interview, the following will be adhered to:

- The investigative interview shall specifically and narrowly focus on the Eligible Employee's conduct as alleged.
- The interview will provide for reasonable breaks.
- The City will audio record the interview. A copy will be provided if a pre-determination hearing is scheduled or, upon request by the employee or Local 81 after completion of the interview. Upon such request, the recording will be provided within 24 hours or the next business day (M-F).

Persons conducting the investigation may not:

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

**B. Pre-Determination Meeting (aka: Loudermill)**

In the event a supervisor has made an initial decision that an investigation includes sustained charges(s) of misconduct and the City is contemplating imposing a formal

disciplinary action as defined, the employee will be afforded written notice of a pre-determination meeting.

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

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

- a. Prior to any pre-determination meeting hearing, an Eligible Employee and their representatives will be afforded a reasonable opportunity to examine all evidence being relied upon by the City.
- b. An Eligible Employee will be provided with a written notice of charges, a statement of the grounds for the charges, and the evidence relied upon, and the formal disciplinary action that is contemplated. For EEO complaints, only the name of the complainant(s) will be given.
- c. An Eligible Employee or representative of their choosing shall be afforded an opportunity to respond to the allegations and findings 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.
- d. The management 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.
- e. The Eligible Employee and Union will typically be notified of the results of the pre-determination hearing within fourteen (14) calendar days. If rendering a determination will take more time, the employee will be provided written notice and an estimated time frame. If the Eligible Employee has not been informed regarding the determination of the pre-determination hearing within thirty (30) calendar days after the pre-determination hearing, the Eligible Employee may request a status report from the SLCFD's HR Consultant regarding the pre-determination hearing and any determination regarding the charges. Within seven (7) calendar days after receiving the request, the City shall inform the Eligible Employee of the status of the investigation and the likely time required to resolve the charges presented at the pre-determination hearing.

### C. Imposition of Disciplinary Action

The Eligible Employee shall be notified, in writing, of the disposition of any investigation, including a disposition of each allegation, and the action to be administered, if applicable. If the Eligible Employee has not been informed regarding the disposition of any

investigation within thirty (30) days of a pre-determination hearing or sixty (60) calendar days after the investigative interview with the employee accused of misconduct, the Eligible Employee may request a status report from the SLCFD's HR Business Partner of the investigation and any disposition of charges. Within seven (7) calendar days after receiving the request, the City shall inform the Eligible Employee of the status of the investigation and the likely time required to resolve the charges.

Any discipline administered by the City shall be appropriate for the offense and shall take into account the Eligible Employee's employment history including any rescinded discipline. The City shall apply its rules, orders and penalties even-handedly and without discrimination.

Upon imposition of a formal disciplinary action, the employee may file a grievance contesting the formal disciplinary actions consistent with Article 17, Grievance. The City will make best efforts to follow procedural process under this Article.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

It is the City's and Local 81's intent to resolve grievances fairly, properly, and at the lowest operational level possible. This Article provides for two separate types of grievances: Contractual Grievance or Grievance of a Formal Disciplinary Action Imposed.

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

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

1. The time limits set forth in this article are of the essence. The City and Local 81 or the Eligible Employee, if applicable, may mutually agree to extend the time limits in writing. Failure by Local 81 or the Eligible Employee to file a grievance within the timelines provided below shall result in the automatic withdrawal of the grievance, unless such failure to timely file was the result of the Eligible Employee's reasonable reliance on a written representation of the City. Once a grievance has been timely filed, failure to follow the timelines as outlined shall cause the grievance to move to the next level. The City shall accept no grievance unless it is submitted or appealed within the time limits set forth in this article. In the event the parties dispute timeline issues, 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.
2. Unless otherwise provided in this MOU, time spent by Eligible Employees resolving grievances is not working time and shall not be compensated. However, if any review of a grievance is held during the Eligible Employee's normal working hours/shift, the Eligible Employee shall not suffer a loss of compensation.
3. An Eligible Employee may be represented by their representative per Article 4 of this MOU.

4. An Eligible Employee or Local 81 Board member shall not be subjected to retaliation, punitive action, or discrimination in any aspect of employment for the lawful exercise of the grievance procedure.
5. Only grievances expressly provided herein shall be subject to this grievance procedure.
6. When filing a contractual grievance, Local 81 shall state the basis for the grievance, the relevant facts, and the specific provision(s) of this MOU which Local 81 claims the City violated. No new claims may be made by Local 81 once the grievance has been filed except upon discovery of additional evidence relating to the grievance.
7. When filing a disciplinary grievance, the Eligible Employee shall state the basis for the grievance. No new basis for appeal may be made by the Eligible Employee except upon discovery of additional evidence relating to the grievance.
8. Such additional evidence discovered in subparagraphs 6 and 7 above, shall be communicated to the City as soon as possible upon discovery.

If the additional evidence is conveyed to the City within ten (10) calendar days from a scheduled hearing date, the hearing date shall be continued for at least fifteen (15) calendar days.

9. In a disciplinary grievance, the Eligible Employee and representative shall have a reasonable opportunity to review all evidence being relied upon by the City prior to any grievance hearing or meeting. Any evidence not provided to the Eligible Employee for reasons of confidentiality or otherwise cannot be used in a grievance proceeding.
10. In a disciplinary grievance hearing, the Eligible Employee and representative shall have the right to question the City's witnesses, call witnesses and to give rebuttal evidence.

#### B. Disciplinary Grievance

1. Formal Economic Discipline of twenty-four (24) hours or less. Discipline subject to the disciplinary grievance procedure provided by this Article includes suspension without pay of twenty-four (24) hours or less.

The procedure for resolution of a disciplinary grievance shall be as follows:

Step 1 An Eligible Employee may grieve a suspension without pay of twenty-four (24) hours or less by filing a written grievance with the Fire Chief or designee within ten (10) calendar days from the date the employee receives the discipline. The Fire Chief or designee shall meet with the Eligible Employee regarding the

appeal and may conduct additional meetings or an investigation to resolve the grievance. The Step 1 grievance is not intended to be a formal hearing but rather an opportunity for the employee, or Local 81 representing the subject to present the employee's case. No witnesses will be required to give testimony at this meeting; however, the employee shall be entitled to the information and rights established in Section A.9. of this Article 17. The Fire Chief shall have thirty (30) calendar days after receiving the grievance to provide the employee a written decision.

Step 2 If the grievance is not resolved at Step 1, an Eligible Employee may, within ten (10) calendar days from the Fire Chief's written decision, grieve to the Mayor's Office. An Eligible Employee must file the grievance within the time required. The decision of the Mayor shall be final and binding on the aggrieved employee, Local 81 and the City.

2. Formal Economic Discipline in Excess of 24 hours: Grievance of formal disciplinary action imposed by the City resulting in a suspension of more than twenty-four (24) hours, demotion, or termination must be undertaken as provided by State law and City ordinance.

C. Policy/Procedure Concern

For Union concerns that Department or City policy is not being followed, the Union may bring such concern to the Labor Management Meetings. The parties will make best efforts to resolve the concern in Labor Management meetings. In the event the parties are unable to resolve the concern, the Union may contact the City Attorneys' Office and/or Human Resources for discussion, review. The City Attorney's Office/Human Resources will provide a response to the Union.

D. Contractual Grievance

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

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

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

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

1. Pre-Grievance Procedure

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

2. Formal Grievance

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

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

## **ARTICLE 19 – PERSONNEL FILES**

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

Written warnings, as identified in Article 16, placed in an employee's personnel file will be considered stale after thirty-six (36) months from date of imposition so long as no similarly related sustained conduct has occurred. After those conditions and at the request of an employee, the written warning will be removed. The City is not precluded from maintaining records for civil purposes (defense of suits) and notice of rule.

## **ARTICLE 20 – MISCELLANEOUS POLICIES AND PROCEDURES**

The City offers each Eligible Employee a voluntary and personal annual physical examination through the employee's health care provider as covered by the health insurance provider.

The City requires an occupational fit for duty exam every other year.

Employees will be required to perform an annual Task Performance Assessment. Eligible Employees who fail the Department's Test shall be afforded adequate time and provided with sufficient resources to correct any skill or fitness deficiencies.

The City will provide off-street parking at assigned work sites.

The City will provide monthly sleeping linen exchange and linen laundering for employees assigned to Operations.

## **ARTICLE 21 – NOTICE OF POLICY CHANGE**

In an effort to encourage trust and communication, the SLCFD agrees to give the Local 81 President, unless otherwise agreed upon with the Fire Chief, thirty (30) days written notice prior to the implementation of changes to the "Fire Department Policies and Procedures Manual." The purpose of the notice provided herein is to solicit advisory input from the Local 81 regarding the written policy change. The City is not precluded from imposing changes in policy without prior notice subject to emergent circumstances. In the event of a change due to an emergent circumstance, the Chief will contact the Union President and provide an explanation of the circumstances.

This provision shall not be construed to limit or discourage efforts of either the Local 81 and/or the SLCFD administration to discuss additional matters of mutual concern.

## **ARTICLE 22 – LAYOFF PROCEDURES**

Whenever it is necessary to reduce the number of Eligible Employee in SLCFD, the City will first lay off probationary employees. If further layoffs are necessary, Eligible Employees will be laid off in inverse order of departmental seniority and rehired pursuant to the Rules established by City Code.

## **ARTICLE 23 – TERM OF MEMORANDUM**

This MEMORANDUM shall remain in effect from July 1, 2024 through June 30, 2027 with the following exceptions:

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

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

It is understood by the City and the Local 81 that if the City Council, in its adoption of the City's final budget for the fiscal years covered by this MOU, does not appropriate monies to fund all wage and merit increases, the provision of the MOU related to wages and incentives as provided in Article 5.A shall be reopened within the ten (10) days after adoption of the said fiscal year final budget. In the event of reopener, the reopener period will not exceed one hundred twenty (120) days. If the parties are unable to reach agreement, the matter will proceed to impasse and the terms of the bargaining resolution will control as applicable.

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

## **ARTICLE 24 – LIMITATION OF PROVISIONS**

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

## **ARTICLE 25 – WAIVER CLAUSE**

The City and Local 81 expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this MOU, to bargain collectively with respect to any subject or matter whether referred to or covered in this MOU, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and Local 81 at the time they negotiated or executed this MOU and even though such subjects or matter were proposed and later withdrawn. Matters not specifically covered by this Agreement remain within management's discretion as stated in Article 3.

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

## **ARTICLE 26 – SAVINGS CLAUSE**

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

In the event laws are passed by the federal government, the state, 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 will discuss impacts to the change in law in Labor Management meetings.

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

In the event the subsequently adopted ordinance prohibits the implementation of the provisions of this MOU which are interpreted according to the Resolution relating to hours and wages, said provisions which are in conflict therewith may be reopened for negotiations without affecting the remaining provisions of this MOU. In the event of reopener, the reopener period will not exceed 120 days. If the parties are unable to reach agreement, the matter will proceed to impasse and the terms of the bargaining resolution will control as applicable.

## **ARTICLE 27 – REINSTATEMENT AFTER SEPARATION DUE TO INJURY OR ILLNESS**

City and Local 81 agree that the following procedure will apply to the process of reinstatement for Eligible Employees who have been separated from employment with the City due to an inability to work as a result of injury or illness (a “Separated Employee”).

### **A. Reinstatement Requirements and Procedure**


1. This procedure will be used to evaluate a Separated Employee for reinstatement within two years of the date of injury or illness or within the time period for reinstatement provided for in the Rule, while applicable, whichever is greater.
2. A Separated Employee on long-term disability wishing to return to work will be required to meet the following conditions prior to this procedure being used:
  - a. The Separated Employee must pass a full medical evaluation, provided by the Department, that meets the requirements of an active-duty annual physical and certifies that the Separated Employee has sufficiently healed from the injury or illness to return to work and fully perform the functions of the job.
  - b. The Separated Employee must have, to the extent able and at their own expense, maintained their medical certification. If physically unable to do so, the Separated Employee must recertify prior to being reinstated.
  - c. The Separated Employee must pass the TPA (Task Performance Assessment)

- d. Department will allow Separated Employee, upon request, to access or participate in Target Solutions (or other educational programming) or Continuing Medical Education courses at the Separated Employee's expense. Department will use good faith efforts to accommodate a Separated Employee's request to take the TPA.
  3. Upon the Separated Employee's completion of the conditions provided for herein, the Department will grant the Separated Employee's request for reinstatement under the following conditions:
    - a. Reinstatement is approved by the Fire Chief. In the event of a denial of reinstatement, the Fire Chief must provide Local 81 with a substantive reason for the denial and allow Local 81, on behalf of the Separated Employee, an opportunity to respond to the Fire Chief's determination. If, after such response, the Fire Chief continues to deny reinstatement, Local 81, on behalf of the Separated Employee, may take the matter to the Mayor's Office for review and comment by the Mayor's Office. The final decision, taking into account any feedback from the Mayor's Office, on the Separated Employee's reinstatement to the Department will remain with the Fire Chief without further grievance.
    - b. There must be an open position within the Department to which the Separated Employee can return. The Department agrees to hold a position open for the Separated Employee for six months after the date of separation unless critical staffing needs require the position be filled or the Separated Employee, or Local 81, expressly states that there is no expectation of reinstatement within six months. If there is no open position at the time the Separated Employee is eligible to return under this procedure, the Department will make good faith efforts to place the Separated Employee once an opening occurs, including reasonably extending the deadline provided for in sub-paragraph B.1, so long as the Separated Employee continues to meet the other conditions provided for in sub-paragraph B.2.
    - c. The reinstatement of the Separated Employee to the Department will be at the same rank held on the date of separation. If no such position is available under subsection (b) above, the Separated Employee may request temporary reinstatement to a lower rank and the procedure provided for herein will apply to such request. Upon an opening occurring at the higher rank, the employee will be reinstated to that position.
- B. Separated Employee Not "Eligible Employee"

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

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

LOCAL 81 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

  
Zachary Jeppson (Jun 28, 2024 09:50 MDT)


By: ZACHARY JEPPSON  
Its: President

SALT LAKE CITY CORPORATION

  
Erin Mendenhall (Jul 2, 2024 15:38 MDT)

By: ERIN MENDENALL  
Its: Mayor

ATTEST AND COUNTERSIGNED

  
Cindy Lou Therman (Jul 2, 2024 21:47 MDT)

CITY RECORDER  
Title: City Recorder

RECORDED  
07/02/2024

APPROVED AS TO FORM



JAYSEN OLDROYD  
Senior City Attorney

## APPENDIX A – FIREFIGHTER BASE WAGES

### FISCAL YEARS 2024-2027

(does not include longevity)

#### Salt Lake City Firefighter

#### Fiscal Year 2024-2025 Base Wage Schedule

Effective June 23, 2024

Firefighter - EMT (415)			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$58,989	\$20.26	\$28.36
2	\$62,525	\$21.47	\$30.06
4	\$66,269	\$22.76	\$31.86
6	\$70,242	\$24.12	\$33.77
8	\$79,453	\$27.28	\$38.20
10	\$83,000	\$28.50	\$39.90

Firefighter - Specialist (416)			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$63,118	\$21.68	\$30.35
2	\$66,902	\$22.97	\$32.16
4	\$70,908	\$24.35	\$34.09
6	\$75,159	\$25.81	\$36.13
8	\$85,015	\$29.19	\$40.87
10	\$88,810	\$30.50	\$42.69

Medical Response Paramedic (415)			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$58,989	\$20.26	\$28.36
2	\$62,525	\$21.47	\$30.06
4	\$66,269	\$22.76	\$31.86
6	\$70,242	\$24.12	\$33.77
8	\$79,453	\$27.28	\$38.20
10	\$83,000	\$28.50	\$39.90

Firefighter - Paramedic (420)			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$68,073	\$23.38	\$32.73
2	\$72,154	\$24.78	\$34.69
4	\$76,474	\$26.26	\$36.77
6	\$81,059	\$27.84	\$38.97
8	\$91,689	\$31.49	\$44.08
10	\$95,782	\$32.89	\$46.04

Firefighter - Captain (901)		
Estimated Annual Equivalent	Operations	Support
\$108,664	\$37.32	\$52.24

**Non-Sworn Fire Logistics and Prevention Fiscal Year 2024-2025 Base Wage Schedule**

Effective June 23, 2024

Non-Sworn - Fire Logistics Coordinator (409)		
Years of completed service	Estimated Annual Equivalent	Hourly Pay Rate
Entry	\$48,027	\$23.09
2	\$50,835	\$24.44
4	\$53,664	\$25.80
6	\$59,467	\$28.59

Non-Sworn - Fire Prevention Specialist (410)		
Years of completed service	Estimated Annual Equivalent	Hourly Pay Rate
Entry	\$50,814	\$24.43
2	\$54,434	\$26.17
4	\$58,074	\$27.92
6	\$61,610	\$29.62
8	\$76,232	\$36.65
10	\$78,125	\$37.56

**Salt Lake City Firefighter  
Fiscal Year 2025-2026 Base Wage Schedule  
Effective July 1, 2025**

Firefighter - EMT			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$61,349	\$21.07	\$29.49
2	\$65,026	\$22.33	\$31.26
4	\$68,920	\$23.67	\$33.13
6	\$73,052	\$25.09	\$35.12
8	\$82,609	\$28.37	\$39.72
10	\$87,565	\$30.07	\$42.10

Firefighter - Specialist			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$65,643	\$22.54	\$31.55
2	\$69,578	\$23.89	\$33.45
4	\$73,744	\$25.32	\$35.45
6	\$78,166	\$26.84	\$37.58
8	\$88,392	\$30.35	\$42.50
10	\$93,695	\$32.18	\$45.05

Medical Response Paramedic			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$61,349	\$21.07	\$29.49
2	\$65,026	\$22.33	\$31.26
4	\$68,920	\$23.67	\$33.13
6	\$73,052	\$25.09	\$35.12
8	\$82,609	\$28.37	\$39.72
10	\$87,565	\$30.07	\$42.10

Firefighter - Paramedic			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$70,797	\$24.31	\$34.03
2	\$75,040	\$25.77	\$36.07
4	\$79,534	\$27.31	\$38.23
6	\$84,302	\$28.95	\$40.53
8	\$95,331	\$32.74	\$45.84
10	\$101,050	\$34.70	\$48.58

Firefighter - Captain		
Estimated Annual Equivalent	Operations	Support
\$114,640	\$39.37	\$55.12

**Non-Sworn Fire Logistics and Prevention Fiscal Year 2025-2026 Base Wage Schedule**

Effective July 1, 2025

Non-Sworn - Fire Logistics Coordinator		
Years of completed service	Estimated Annual Equivalent	Hourly Pay Rate
Entry	\$49,941	\$24.01
2	\$52,874	\$25.42
4	\$55,806	\$26.83
6	\$61,838	\$29.73

Non-Sworn - Fire Prevention Specialist		
Years of completed service	Estimated Annual Equivalent	Hourly Pay Rate
Entry	\$52,853	\$25.41
2	\$56,618	\$27.22
4	\$60,403	\$29.04
6	\$64,064	\$30.80
8	\$79,290	\$38.12
10	\$81,245	\$39.06

**Salt Lake City Firefighter  
Fiscal Year 2026-2027 Base Wage Schedule**  
Effective July 1, 2026

Firefighter - EMT			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$63,803	\$21.91	\$30.67
2	\$67,627	\$23.22	\$32.51
4	\$71,677	\$24.61	\$34.46
6	\$75,974	\$26.09	\$36.53
8	\$88,798	\$30.49	\$42.69
10	\$94,126	\$32.32	\$45.25

Firefighter - Specialist			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$68,269	\$23.44	\$32.82
2	\$72,361	\$24.85	\$34.79
4	\$76,694	\$26.34	\$36.87
6	\$81,292	\$27.92	\$39.09
8	\$95,014	\$32.63	\$45.68
10	\$100,715	\$34.59	\$48.42

Medical Response Paramedic			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$63,803	\$21.91	\$30.67
2	\$67,627	\$23.22	\$32.51
4	\$71,677	\$24.61	\$34.46
6	\$75,974	\$26.09	\$36.53
8	\$88,798	\$30.49	\$42.69
10	\$94,126	\$32.32	\$45.25

Firefighter - Paramedic			
Years of completed service	Estimated Annual Equivalent	Operations	Support
Entry	\$73,629	\$25.28	\$35.39
2	\$78,042	\$26.80	\$37.52
4	\$82,715	\$28.40	\$39.77
6	\$87,674	\$30.11	\$42.16
8	\$102,473	\$35.19	\$49.26
10	\$108,621	\$37.30	\$52.22



Firefighter - Captain		
Estimated Annual Equivalent	Operations	Support
\$123,230	\$42.32	\$59.24

**Non-Sworn Fire Logistics and Prevention Fiscal Year 2026-2027 Base Wage Schedule**

Effective July 1, 2026

Non-Sworn - Fire Logistics Coordinator		
Years of completed service	Estimated Annual Equivalent	Hourly Pay Rate
Entry	\$51,938	\$24.97
2	\$54,995	\$26.44
4	\$58,032	\$27.90
6	\$64,314	\$30.92

Non-Sworn - Fire Prevention Specialist		
Years of completed service	Estimated Annual Equivalent	Hourly Pay Rate
Entry	\$54,974	\$26.43
2	\$58,885	\$28.31
4	\$62,816	\$30.20
6	\$66,622	\$32.03
8	\$82,451	\$39.64
10	\$84,490	\$40.62

# ATTACHMENT 1 – FOUR-HANDED STAFFING EXECUTIVE ORDER

## TITLE 62

### FIRE

#### CHAPTER 1

#### FOUR HANDED STAFFING

SECTION:

**62-1-1: Purpose**

**62-1-2: Preface**

**62-1-3: Requirements**

**62-1-1: PURPOSE:**

This chapter directs that the Fire Department shall maintain the Vacancy/Holiday Buy Back Program as one of the highest budget priorities in order to ensure staffing for four (4) firefighters per engine or truck to the extent possible. (2019 Compilation)

**62-1-2: PREFACE:**

Salt Lake City receives professional, safe and effective emergency services. Deploying four (4) firefighters per engine or truck enhances those services while increasing the safety of the firefighters providing those services. (2019 Compilation)

**62-1-3: REQUIREMENTS:**

A. Buy Back Program High Priority: The City has created a Vacation/Holiday Buy Back Program within the Fire Department to provide staffing of four (4) firefighters per engine or truck to the extent possible. The Fire Chief shall maintain the Vacation/Holiday Buy Back Program as one of the highest budget priorities of the Fire Department and shall manage the Fire Department budget with a goal of adequately funding that program.

B. Soliciting Volunteers: The Fire Chief shall solicit volunteers from the Vacation/Holiday Buy Back Program when staffing levels would otherwise be reduced. The Fire Chief may solicit other department employees to provide staffing of four (4) firefighters per engine or truck.

C. Compensation: Fire Department personnel working either under the Vacation/Holiday Buy Back Program or otherwise off the employee roster shall be compensated as required by City ordinance or by any memorandum of understanding between the City and Local 1645 of the International Association of Firefighters. (2019 Compilation)