

**Salt Lake Buildings and Grounds Association
Master Agreement
2018-19**

I. Calendars, Hours and Overtime

- a. B&G: The district, in non-emergency situations, will notify an employee one week (five working days) in advance of a work shift variance.
- b. B&G: Regular shift defined: Where coverage is required for school needs.
- c. B&G: Early starting hours for snow removal crews is considered as a requirement of that job and does not qualify for automatic overtime. Should extended storm or district needs require the use of this crew beyond an eight-hour shift this will be handled as an emergency warranting time and one half pay.
- d. B&G: During the summer (two months while ten-month employees are off) months maintenance and operation employees will have their normal eight-hour shift start at 7:00 a.m. and finish at 3:30 p.m. Deviations of this schedule must be approved by district Administration. This procedure is experimental and will continue only if satisfactory to the overall operations of the district.
- e. B&G: Lunch time for the custodians will be made to allow him a full hour for lunch, without interruption if at all possible, and he will be allowed to leave the grounds with permission of the principal during this lunch hour.

II. Compensation

- a. **Cost of Living Increase:** There will be a 2.54 % cost of living adjustment for the 2018-19 contract year.
- b. **Gross Step and Lane:** The district will fund steps and lanes for the 2018-19 fiscal year.
- c. **On-Going Stipend:** A 1% stipend for employees currently on top step of salary schedule to be paid in November
- d. Bi-Weekly payroll will change to a Semi-Monthly payroll beginning Fiscal Year 2004.
- e. B&G: In the event an employee is called to work outside of his regular work period, the minimum number of hours for which he may be required to work, and/or for which he will be paid, will be two (2) hours. (Contract and Non-contract employees)
- f. B&G: Time and one half shall be paid for all building rentals that require service beyond normal coverage regardless of whether they are for nonprofit or commercial use.
 - i. Either extended day emergencies or call-out emergencies will be paid at time and one half the regular rate.
- g. B&G: Contract employees required to work, emergencies on certain regularly scheduled

holiday (i.e. New Years Day, Human Rights Day, Memorial Day, July 4th, July 24th, Labor Day, Thanksgiving Day and Christmas Day) will be paid at the rate of time and one-half.

- h. B&G: Shift Differential: The shift differential for employees working from 11:00 P.M. to 7:00 A.M., is 18¢ per hour.
- i. B&G: A committee consisting of one member of the Buildings and Grounds staff, the foreman involved, and a representative from the Buildings and Grounds Employee Association will meet to determine the extra pay of any employee who is substituting in a higher position. This will only be after the employee has had to work more than three days at such a higher level.
- j. B&G: All Buildings and Grounds employees on Buildings and Grounds Schedules, who have not yet reached the top step of the salary schedule, shall receive one step (or merit increase), unless the employee is on probation.
- k. Provisions will be made for payroll deductions for salary indemnity policies paid by the employee and carried by Educators Mutual Insurance Company.
- l. Mileage and Per Diem
 - i. B&G: Employees who must use their automobiles or trucks in their employment will, in the established manner, be reimbursed at the usual rate for automobile expenses.
 - ii. The personal vehicle allowance for employees using their own vehicles for district use is paid at the federal reimbursement rate.
- m. The Personnel Office should make available to the B & G Association officers information regarding the numbers of B & G employees being given increment salary consideration, the numbers of employees on certain lanes of the salary schedule, and the names of the employees indicating which salary lane they are on. This information will not include the names of employees identified with specific salaries.

III. Discipline and Discharge

- a. B&G: See Discipline Form at the end of this agreement.

IV. General Provisions

- a. Classified Employees Handbook
 - i. B&G: A written agreement, entitled, "Classified Employees Handbook," between the Salt Lake Board of Education and the Salt Lake Classified personnel, covering all rules, regulations, and policies applicable to classified employees, will be updated from time to time to incorporate changes agreed upon by the Association and the Board.
 - 1. Work on the Classified Handbook will conclude this year.
 - a. District and Associations agree to meet on September 24th and 25th 2009 to finalize the Classified Employee handbook. (Dates may be changed if needed by agreement of parties).
 - ii. B&G: All items negotiated to be included in the classified handbook, including this year's negotiations.
 - iii. B&G: There should be an understandable book published of the Board of Education policies, which can be distributed to each of the Building and Grounds employees and be

posted in a convenient place for reference. Each employee should have free and ready access to it. The Board of Education policies should cover working conditions, sick time, vacation time, and anything of importance to the employee.

- iv. Contracts will be issued to employees:
 - 1. Whose job is a continuing permanent one as opposed to a seasonal, temporary, or part time one.
 - 2. Whose job requires skills, orientation, or training of a significant level of sophistication which cannot be readily replaced in case of vacancy.
 - 3. Who meet the probationary standards established for the position. The qualifications and time of probation will be determined by joint study, but in no case shall such probationary period exceed one year unless agreed upon in writing by said employee and administration as to the employee's continued probationary employment.
- v. B&G: The B & G association officers will be provided current election lists of B & G employees going on to contract.
- b. B&G: The district will work with the B & G Association President or his/her designee when hourly B & G employees are terminated for cause, RIFED (sic), or considered for promotions, to ensure that hourly B & G personnel are treated fairly in these circumstances.
- c. Voluntary Resignation or Retirement Early Notification Stipend
 - i. Contract classified employees with ten (10) consecutive years of service or more in the district are eligible to receive a \$200 early notification stipend upon providing Human Resources with 60 days or more written notice of the employee's voluntary departure from the district. A maximum of 25 employees per year are eligible to receive this stipend. If the district determines that the early notification stipend is beneficial to the district, the 25-employee cap will be re-evaluated and may be increased.

V. Holidays

- a. **RECOMMENDED POLICY FOR 12 MONTH EMPLOYEES:** It is recommended that the following days be observed as holidays:
 - i. New Years Day
 - ii. Washington's or President's Birthday
 - iii. Memorial Day
 - iv. July 4th
 - v. July 24th
 - vi. Labor Day
 - vii. Thanksgiving Day
 - viii. Christmas Day
 - ix. 1 day during fall recess
 - x. 1 day during spring recess day before Christmas
 - xi. day before New Years Day
 - xii. day after Thanksgiving
 - xiii. 1 or 2 floating holidays - to be determined by agreements between employees and management

- b. No pay in lieu of holidays will be granted.
- c. Employees resigning or terminating will not be compensated for holidays not taken.
- d. Company observed holidays falling within an employee's vacation will be added to vacation time.
- e. Holidays which fall on Sunday will be observed on the following Monday. Holidays which fall on Saturday will be observed on the preceding Friday.
- f. If an employee is asked to work on any of the days designated as holidays, he will be given another day off, at a time mutually convenient.
- g. Vacation period begins on July 1 and ends on June 31 of the following year.
- h. This vacation policy provides for the 1/2 day holiday negotiated by Office Personnel Association.
- i. HOURLY EMPLOYEES ALLOWED TO WORK ON DAYS OFF DURING HOLIDAYS:
This was agreed to, with the exception of the actual holiday itself, providing there would be no additional cost to the District for supervision.

VI. Retirement

- a. 401(k) Contribution
 - i. The District will make employee 401(k) contributions to the Utah Retirement Systems as required by law.
- b. URS Pension
 - i. The District will make employee contributions to URS Non-Contributory Retirement as required by law.
 - ii. Required Retirement Increase of 1.73% (beginning 2014-2015)
- c. Sick Payout At Retirement
 - i. See Sick Leave Section XVII.v. (Grandfathered employees only 2002-03)
- d. Group Insurance At Retirement
 - i. Contract classified employees who retire under the provisions of the Utah State Retirement System may continue to participate in the district's health, major medical and life insurance programs on a self-pay basis until the age at which they qualify for Medicare regardless of the number of years.
- e. Early Retirement
 - i. Buildings & Grounds, SLEOPA, and Comprehensive will use 0.12% (2008-09) of its COLA to fund one additional year for each of the two Early Retirement slots available to the participating classified associations. Thus, each post retirement insurance "slot" increases from 6 years to 7 years of insurance for slots awarded for the 2009-10 fiscal year and thereafter.

1. The District will place unused years in a "bank". When 7 years accumulate in the bank, each 7 years may be used to fund one additional slot, which may be used if more than 2 early retirement requests are made.
- ii. The District will provide funding for early retirement incentive for 2 classified employees employed by the Board for 15 years and who have at least 30 years in the Utah State Retirement System. The board shall maintain health, major medical, and life insurance benefits for early retirees and their dependents for the first seven (7) years of their retirement (beginning fiscal year 2009-10) or until the retiree is eligible for Medicare, whichever comes first. The Board and the retiree will pay the premiums in the same negotiated proportions for the group. Classified employees taking early retirement may continue to pay premiums in the same negotiated proportions for the group. Classified employees taking early retirement may continue to pay premiums at group rates on health, major medical, and life insurance for themselves and their dependents during any years following the receipt of early retirement benefits until the employee is eligible for Medicare. After this time, retired employees have the right to continue to pay premiums at group rates on a supplemental Medicare program.
- iii. Due to the current discussions regarding age discrimination, it is agreed to not continue discussions about this issue. However, the Classified Presidents and District Representative(s) will meet every 90 days to review the status on this issue. The first meeting is scheduled to be held September 12, 2005.
- f. Medical Retirement
 - i. Two classified employees employed by the Board for at least 15 years and who qualify for the Utah State Retirement may be granted early retirement benefits provided it is determined by mutual agreement of the Association and the Assistant Superintendent for Human Resources that there are compelling, verifiable medical reasons to grant such retirement.
- g. Upon retirement, the Personnel Office shall inform retirees of the benefits that they are entitled to under the provisions and policies of the Salt Lake City School District when appropriately contacted.

VII. Staffing and Vacancies

- a. Vacancy Announcements
 - i. It is proposed that the Board continue the procedure of publishing vacancies that occur within the ranks of classified employees of the Board of Education to provide that they may apply for transfer to the vacant positions. When considering transfers for vacancies or promotions, those presently in the Board's employ should be given preferential consideration with regard to the employee's skills, the needs of the school district, and finally, to seniority.
 - ii. When Classified Vacancies occur, they shall be posted provided the district has received 30 days written notice of the termination which caused the vacancy. When no such notice has been given and the time and the nature of the vacancy will allow, the district may advertise. (Head Custodial vacancies will always be advertised.)
 - iii. In cases where advertising a vacancy is not feasible, the Human Resource office will advise the appropriate association officer of the vacancy.

- iv. In order to assure proper notification, all custodial vacancies, posted, advertised and unadvertised will be prominently displayed in the custodial room. Head custodians will be responsible to see that all custodial employees read and initial or sign the notification document.
- b. Vacancy Selection
- i. B&G: All Buildings and Grounds personnel may apply for promotion to a higher position which is vacant. Buildings and Grounds personnel, who apply for the job, will be given first consideration for promotion to a vacant position over outside applicants.
 - ii. Whenever a vacancy occurs, existing district employees will continue to be given careful consideration in applying for these vacancies; and qualifications being substantially equal, the decision will be made in favor of the Board's contract employee.
 - iii. When vacancies occur, transfer request (sic) or applications are judged on the basis of the employee's qualifications, job performance, and the needs of the district. Initial screening may be conducted using resumes submitted to the Human Resource Office or the office of the appropriate department. This screening will use the minimum qualifications of the job description as a guide. All unsuccessful applicants will be notified by letter that their applications were denied.
 - iv. When vacancies occur, transfer requests, application, and or resumes are judged on the basis of the applicant's qualifications, job performance, and the needs of the district. Employees qualified for an advertised position will be guaranteed an interview and qualifications being substantially equal, the decision will be made in favor of the Board employee.
 - v. B&G: Vacancies will be open for application to all present employees. When decisions are made with regard to promotions, there will be present one person from the B & G Employee Association.
- c. Selection
- i. B&G: Qualified applicants may be required to participate in a selection process consisting of interviews and testing by a shared governance interview committee. The interview committee will consist of the following or their designees:
 - 1. B&G: Maintenance: The general supervisor, the employee association president, the work area supervisor; and, for lane "G" or above, a Human Resource Office representative. The chair of the interview team shall be the General Supervisor or supervisor over the position available.
 - 2. B&G: Custodial: An employee association representative, the custodial supervisor, and for Lane E or above, a Human Resources representative. The Chair Person of the interviews team will be the custodial supervisor, or designee, of the position vacancy. C 1 —VI (same).
 - ii. B&G: Using questions and testing procedures prepared in advance, members of the interviewing committee must attempt to select the best candidate on the basis of the interview and the information submitted by the applicant. The following steps will be followed in the selection process:
 - 1. B&G: The interview committee will ascertain what is required to successfully perform the duties of the position based upon the job description prepared by the department. A job description will state the specific qualifications, minimum standards, and level of performance required.

- a. B&G: These job descriptions will be carefully reviewed by the interview team and made available to all candidates prior to an interview. Previous experience requirements may be waived for current employees who have not had the opportunity to meet them.
 - b. B&G: Individuals desiring a supervisory position who have not had the opportunity to gain the necessary knowledge may submit a written statement for considerations, which outlines their proposal for obtaining it. The statement must also give the date by which their proposal will be completed.
- 2. B&G: The selection committees will meet to review ground rules such as the questions and scoring formula to be used. A simple interview score sheet will be used by each candidate's traits. Follow-up questions which can clarify a response may be asked until the selection committee is satisfied that all necessary information has been gathered and clarified.
 - a. B&G: Custodial: An Association Representative and one additional person, representing the building and selected by the principal, may observe the final interview. The principal and custodial supervisor may or may not request input from the observers.
- 3. B&G: Every effort will be made to identify each candidate's strong and weak points. Members of the team should deal with documented facts and performance evaluations.
 - a. B&G: Negative performance documentation which an employee has not had the opportunity to refute, or is unaware of, may not be considered in the evaluation process.
 - b. B&G: The shared governance interview committee will forward its recommendation to the Director for approval and final processing.
 - i. B&G: The Shared Governance interview committee will forward no less than two candidates to the principal and custodial supervisor for consideration.
 - ii. B&G: The principal and custodial supervisor will forward their recommendation to the department director for approval and final processing.
- d. Salary Placement of Outside Applicants
 - i. B&G: In the event outside applicants are hired above Step 1 of the salary schedule, the Officers of the Buildings and Grounds Association will be consulted and given rationale as to placement of the new employee on the salary schedule.
- e. B&G: Any employee may request reassignment or promotion to any position in the district at any time. The request must be made in writing and submitted to the Personnel Office. The request form allows the employee to specify the nature of the assignment for which he/she is applying including departments, job classification, promotion, operation and effective date of the assignment.
- f. When classified vacancies occur, they shall be published in the district newsletter provided the district has received thirty days written notice. Where no such notice has been given, and the time and the nature of the vacancy allows, the district may advertise vacancies. In cases where advertising a vacancy is not feasible, the Personnel Office will advise the appropriate Association Officer of the vacancy.

- g. When vacancies occur, reassignment or promotion is made on the basis of the employee's qualifications, job performance and the needs of the district. In cases where two or more employees request to be assigned to the same vacancy and qualification and job performance are determined to be substantially equal, seniority will control.
 - i. B&G: The Salt Lake Building and Grounds Administration shall test all maintenance personnel before they are put on contract as a trades helper #1 or journeyman to prove their qualifications. This test shall consist of the same material that apprentices are required to fulfill to move into the tradesman lane. Those personnel who are licensed by the State of Utah as journeyman need not be tested.
- h. B&G: As part of the process for determining which employees will be reassigned or promoted, each classified employee department will periodically conduct interviews to assess employees' applications. The interviews are conducted by a shared governance committee.
- i. The Superintendent may effect a transfer of any employee. Such transfers will be made in consultation with appropriate Association officers.
- j. This agreement does not supersede any existing policy relating to job-bidding procedures.

VIII. Execution/Signatures

District Representatives & Date

Association Representatives & Date

APPENDIX

EMPLOYEE DISCIPLINE NOTICE

(PLEASE PRINT except where a signature is required)

EMPLOYEE NAME: _____ DATE: _____

POSITION: _____

SCHOOL/DEPARTMENT: _____

The above listed employee is being given written notice regarding his/her:

- | | | | |
|---|--------------------------|------------------------|--------------------------|
| Tardiness | <input type="checkbox"/> | Neglect of Work | <input type="checkbox"/> |
| Excessive Absence | <input type="checkbox"/> | Amount of Work | <input type="checkbox"/> |
| Getting Along with Others | <input type="checkbox"/> | Completion of Work | <input type="checkbox"/> |
| Personal Hygiene | <input type="checkbox"/> | Accuracy of Work | <input type="checkbox"/> |
| Inappropriate Conduct | <input type="checkbox"/> | Neatness of Work | <input type="checkbox"/> |
| Unsafe Practices | <input type="checkbox"/> | Thoroughness of Work | <input type="checkbox"/> |
| Negligence | <input type="checkbox"/> | Lack of Responsibility | <input type="checkbox"/> |
| Insubordination | <input type="checkbox"/> | Lack of Organization | <input type="checkbox"/> |
| Failure to Follow Instructions,
Procedures or Policy | <input type="checkbox"/> | Theft | <input type="checkbox"/> |
| Other _____ | | | |

Details of Violation:

CHECK ONE:

- Warning Notice ONLY
 Recommend Transfer
 Recommend Demotion
 Recommend Suspension (# of days)

Name and position of person completing form: _____

Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

(I have reviewed and discussed this notice and have received a copy on this date.)

Note: The employee's signature does not imply approval nor agreement with the content of the form. If an employee does not concur with the comments made they are invited to submit a written reply to be included with their personnel file.

Signature of Principal or Department Head:

_____ Date: _____

Original – Personnel Services

Yellow – Department Copy

Pink – Employee Copy

***This form is approved for the 1982-83 fiscal year only.

**Salt Lake City School District
Classified Employee
Grievance Form**

Directions: Supervisors in the employee's chain of command may use this form as the employee's grievance progresses to capture and keep all pertinent information together and to ensure timelines are met.

Employee filing grievance: _____

**Date Employee became aware
of the issue** _____

Immediate Supervisor: _____

Representative(s): _____

➤ **Informal Discussion of the Matter**

Informal Discussion with Immediate Supervisor must occur within ten (10) working days after the employee became aware of the act or condition upon which the matter is based.

- Policy or negotiated provision at issue:

- Facts, including how the policy or negotiated provision was not followed, was misinterpreted or was misapplied:

- Resolution sought by employee:

Signature of Supervisor

Date of Meeting

Signature of Employee

Date of Meeting

Summary of Supervisor Verbal Response:

Date of Response: _____ (due within five (5) working days after the discussion with the employee)

Was matter resolved? YES NO

➤ **Grievance Step 1** Supervisor _____ Date Grievance Received: _____

Submitted Written Grievance to Immediate Supervisor within ten (10) working days of receiving the answer from the informal discussion of the matter:

Attach employee's written grievance.

Attach written response from Step 1 Supervisor (due within ten (10) working days after receiving the written grievance)

Date of Supervisor Response

Was Grievance resolved? YES NO

➤ **Grievance Step 2** Director/Principal _____ Date Appeal Rec'd: _____

Submitted Written Grievance to department Director or Principal within five (5) working days of receiving the answer in Step 1. If the Director/Principal acted as the immediate supervisor in Step 1, the grievance shall be appealed to that supervisor's supervisor for Step 2.

Is Employee's written grievance from Step 1 attached?

Is Supervisor's written decision from Step 1 attached?

Attach written response from Step 2 Director or Principal (due within ten (10) working days of receiving notice of the employee's appeal).

Date of Director/Principal Response

Was Grievance resolved? YES NO

➤ **Grievance Step 3**

Date Appeal Received: _____

Submitted appeal of Written Grievance to the Superintendent within five (5) working days after receiving the Step 2 response.

Written determination by the Superintendent or designee is due within twenty (20) working days after receiving written appeal.

Date of Determination: _____

**Notice of Formal Remediation – Classified Employee
Hand-Delivered**

Employee Name: _____ **ID#:** _____
Position: _____ **Dept./School:** _____
Supervisor: _____ **Date:** _____

This provides notice that the employee listed above will be placed on formal remediation for these performance issue(s): _____

Previous Discussion #1 Date: _____

Summary of discussion:

Issue(s):

Expectation/Standard:

Time Frame for follow-up:

Previous Discussion #2 Date: _____

Summary of discussion:

Issue(s):

Expectation/Standard:

Assistance Provided by Supervisor:

Time Frame for follow-up:

As of the last follow-up date noted above, the employee was not performing to the performance standards previously discussed with the supervisor. A remediation team will be formed by _____ (no more than 10 working days after the date of this notice). The remediation team shall consist of the employee, the supervisor, and two other members – one selected by the employee and the other selected by the supervisor.

Remediation is a formal process intended to assist the employee in reaching the required performance. While assistance is given, it is ultimately the employee's responsibility to perform as required. To be successful, the employee must be able to independently sustain the required performance level.

Supervisor Signature Date

Employee Signature Date
My signature indicates that I received this notice.

**Remediation Plan Template
Classified Employee**

Employee on Remediation: _____ Date of 1st Meeting: _____

Supervisor: _____

Other Team Members: _____

Has this employee been through remediation before? YES NO

Performance Issue #1: _____

Performance Standard: _____

Team Assistance/Ideas/Suggestions:

Date of Follow-Up Meeting #1: _____ (after 15 working days from start of remediation period)

Meeting Notes:

Date of Follow-Up Meeting #2: _____ (after 30 working days from start of remediation period)

Meeting Notes:

Performance Issue #2: _____

Performance Standard: _____

Team Assistance/Ideas/Suggestions:

Date of Follow-Up Meeting #1: _____ (after 15 working days from start of remediation period)

Meeting Notes:

Date of Follow-Up Meeting #2: _____ (after 30 working days from start of remediation period)

Meeting Notes:

Remediation Team Evaluation Report

Employee on Remediation: _____ Report Date: _____

Supervisor: _____

Other Team Members: _____

The employee was/was not successful.

Rationale:

Team Recommendation (May include any recommended changes to assignment):