

**Salt Lake Child Nutrition Association  
Master Agreement  
2018-19**

**I. Calendars, Hours and Overtime**

- a. Calendars
  - i. CNA: Contract employees will work a required number of hours rather than days per year.
  - ii. CNA: We agree to the adoption of the following salary schedule for 180 working days, with step advancements based on years of experience. Higher pay for certified employees.
  
- b. Hours of Work
  - i. CNA: Employees will be assigned to specific schools to the extent possible to fulfill their schedule. However, they will be required to work at other schools as needed when their regular assignment (due to specialized school calendaring) does not allow them to fulfill their required hours.
  - ii. CNA: The number of hours worked by foods employees will be governed by menu, number of students served and other conditions. The hours worked will be approved after consultation with the kitchen manager, the foods coordinator and where appropriate, with the principal.
  
- c. Overtime
  - i. CNA: School food personnel will be paid overtime pay of time-and-one-half for hours worked in excess of 40 hours per week.

**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. Paydays
  - i. Bi-Weekly payroll will change to a Semi-Monthly payroll beginning Fiscal Year 2004.
  - ii. We agree that whenever the payday falls on a holiday, the last working day prior to that holiday, check will be released at noon.
  
- e. CNA: Summer Program Rate
  - i. Food service employees who work the summer program will receive summer pay adjusted retroactively to July 1st when an agreement has been reached after the new fiscal year.
  
- f. CNA: Utah State Food Service Workshop Pay

- i. Employees attending the Utah State Food Service Workshop in the summer receives one day's wages. A roll shall be taken by each manager at the first and at the end of the Workshop; those attending all day will receive a day's pay.
- g. CNA: Pay for Meetings
  - i. The district will pay the employee's regular salary for attendance at meetings required after regular working hours by the Administration.
- h. CNA: Salary Schedules
  - i. Field Supervisor Secretaries will be reclassified as Field Supervisor Assistants and placed on the Child Nutrition Office Personnel Salary Schedule #63, Lane D.
  - ii. It is agreed to negotiate a separate salary schedule for Food Services catering assignments.
- i. CNA: Nutrition Manager One-Time Increase
  - i. In addition to the 5% cost of living increase and the contractually obligated increments, 8% will be added to the category of the non-contract position, Nutrition Manager I, 1% will be added to the category of the contract position, Nutrition Manager II, and 1% will be added to the category of the contract position, Nutrition Manager III.
- j. CNA: Job Titles
  - i. The following title changes have been agreed to:
 

<u>From</u>	<u>To</u>
Foods Worker	Nutrition Technician I
Cafeteria Worker	Nutrition Technician II
Serving Manager	Nutrition Manager I
Cook Manager	Nutrition Manager II
Pod & Vending Managers	Nutrition Manager III
- k. CNA: Conference Pay
  - i. To receive pay for attendance at the U.S.F.S.A. convention, employees must validate attendance with a field supervisor or the director during the convention. Pay reimbursement will be made within two to three weeks following the convention.
- l. CNA: Promotions
  - i. For promotional purposes, when a Child Nutrition employee is adjusted in salary upward from one lane to another, the following procedure will be followed in this sequence:
    1. The employee is granted any step increment due for longevity or merit on the employees' present lane. The employee must have served on the present step for at least one half of the contract year to be entitled to a longevity step advance.
    2. The employee's new salary is established on the new lane on the step which allows a pay increase (minimum of 25 cents per hour) above the amount determined by implementing step 1 (above)

### III. General Provisions

- a. CNA: Meeting with Administration
  - i. A monthly meeting will be held with the School Food Services Association officers and Administrative personnel to discuss pertinent problems pertaining to School Food Services.
- b. Classified Employee Handbook
  - i. We agree that the classified employee handbook, upon completion, will receive recognition as shared governance between classified employees and the Salt lake City School Board and Staff.
  - ii. The 2002 version of the Classified Employee Handbook will continue to be in force for 2010-11.
- c. CNA: Equipment Purchases
  - i. A committee will be established to authorize the purchase of new equipment. This committee is to be comprised of the Director of Child Nutrition, one Field Supervisor (to be selected by the Director) and two employee representatives (to be selected by the employee organization).
- d. Computer Purchases
  - i. The district will provide employees with the opportunity to purchase a computer and computer related equipment at the district's purchasing price through payroll deduction from net pay. The employee will be responsible to pay the taxes on any such purchase.
- e. CNA: Letter of Intent
  - i. A "Letter of Intent" will be sent to each employee by the Personnel Office on which the employee is to be advised of their intent to be continued in employment for the following school year. Employees will be continued in their same assignment for the ensuing school year, unless a transfer has been made and approved and the employee notified in writing on appropriately approved forms as soon as such changes have been made.
- f. CNA: Recipes
  - i. Stipulation that ladies follow standardized recipes as set up by central office and agreed to improve the quality of the products.
- g. CNA: Use of District Vehicles
  - i. A review will be conducted regarding the district policy of Field Supervisors taking their cars home, to be completed by December 1998. Until that time, practice will continue as is.
- h. 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.

#### **IV. 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 Memorial Day
  - iii. July 4<sup>th</sup>
  - iv. July 24<sup>th</sup>
  - v. Labor Day
  - vi. Thanksgiving Day
  - vii. Christmas Day
  - viii. 1 day during fall recess
  - ix. 1 day during spring recess day before Christmas
  - x. day before New Years Day
  - xi. day after Thanksgiving
  - xii. 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.

#### **V. Retirement**

- a. 401(k) Contribution
  - i. The District 401(k) contribution to employees in the Utah Retirement Systems as required by law.
- b. URS Pension
  - i. The District will make a contribution toward the URS Non-Contributory Retirement Plan as required by law.
  - ii. Required Retirement Increase of 1.73% (beginning 2014-2015)
- c. Retirement Insurance Benefit

- 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.
- d. Sick Leave Payout at Retirement (Grandfathered Employees only). See Article XVII, g. iv. 1.
- e. 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.
- f. A district shared governance committee will be established to study and review retirement incentives and make recommendations for future negotiations.
- 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.

## **VI. Staffing & Vacancies**

- a. Vacancies
  - 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. 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.
  - iii. 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 (sic), the Personnel Office will advise the appropriate Association Officer of the vacancy.
  - 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. 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.

- vi. 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.
- vii. The Superintendent may effect a transfer of any employee. Such transfers will be made in consultation with appropriate Association officers.
- viii. This agreement does not supersede any existing policy relating to job-bidding procedures.
- ix. CNA: Food Services employees will be notified of all job openings due to vacancies or promotions. Each application will be given careful consideration and when qualifications are substantially equal, then seniority will prevail.
- x. CNA: When an interview for a job opening is held, an officer of the Salt Lake Food Services Association may be in attendance when requested by the employee. After the position is filled, Salt Lake Food Services Association President shall be notified of the successful bidder.

**VII. Execution/Signatures**

**District Representatives & Date**

**Association Representatives & Date**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# **APPENDIX**

**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):** \_\_\_\_\_  
\_\_\_\_\_

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➤ **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

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➤ **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

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➤ **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

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➤ **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: \_\_\_\_\_



**Remediation Plan Template  
Classified Employee**

Employee on Remediation: \_\_\_\_\_ Date of 1<sup>st</sup> 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):