

**Salt Lake Child Nutrition Association
Master Agreement
2017-18**

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 4 % cost of living adjustment for the 2017-18 contract year. For the 2018-2019 fiscal year, there will be a cost of living increase equal to the district portion of the WPU.

- b. **Gross Step and Lane:** The district will fund steps and lanes for the 2017-18 fiscal year. Steps will be funded 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. Definition of Classified (Non-Certificated) Employees
 - i. Career Employee:
 - 1. Contract employees who have successfully completed one year of district employment in a regular, continuing contract assignment.
 - 2. Non-Contract employees working six (6) hours per day in a single assignment for at least three years.
 - 3. Note: Substitute teachers do not qualify as career employees. Combination assignments where an employee works two or more separate tasks which total six hours per day do not qualify for career status.
 - ii. Provisional Employee:
 - 1. Contract employees who are employed in a regular, continuing contract assignment less than one year.
 - 2. Contract employees who are employed in a position which has a specific date of termination.
 - 3. Contract employees who are employed in a position which continues only as long as specific program funding is available. These employees do not have an expectation of continued employment beyond the date of termination specified or the termination of the unique funding.
 - iii. Temporary Employee:
 - 1. All non-contract (hourly, daily, stipend or extra pay) employees not specifically designated in category I or II serve at will.
 - 2. This category may include any position full or part time and may or may not be eligible for some type of benefit in addition to salary compensation.
- b. 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.
- c. 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.
- d. 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).
- e. 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.
- f. 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.
 - g. CNA: Recipes
 - i. Stipulation that ladies follow standardized recipes as set up by central office and agreed to improve the quality of the products.
 - h. 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.
 - i. 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. Health, Safety, and Security

- a. Employees with substance abuse problems may voluntarily seek rehabilitation through employee assistance programs. (See Board Policy GBEC-R and Classified Handbook Section V.H).

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 Memorial Day
 - iii. July 4th
 - iv. July 24th
 - 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.

VI. Insurance

- a. Insurance Premium Deductions
 - i. Insurance co-premium increases that are recommended by the Insurance Design Committee and ratified by Child Nutrition representatives in the future will not be effective until the district actually has to pay this increase and will continue at the increased rate until a new co-premium is recommended and ratified.
- b. Waiting Period
 - i. A 30 day waiting period will be implemented before new employees are eligible for health and dental insurance.
- c. District Paid Flexible Spending Account
 - i. In the event any eligible contract employee elects not to accept health and accident coverage, one half of the funds the District would have contributed to that coverage will go into the flexible spending program for that employee upon his/her written request and enrollment application. Any contract employee applying to withdraw from the health and accident plan must first document other coverage in order to adopt this provision. Evidence of insurability is required prior to returning to any plan.
 - 1. There will be no change in the district funded flexible spending program. (Current amount contributed by district is \$170/month)
- d. Dental Insurance
 - i. CNA: Contract Child Nutrition employees will be given the opportunity to purchase Dental Insurance beginning the benefit plan year September 2003.
- e. Long Term Disability (LTD)
 - i. The following classified employee salary schedules shall be increased by 3%.

Comprehensive Schedule	0
Office Personnel Schedule	K
Maintenance Schedule	O
Operations Schedule	P
Bus Operators (Contract and Hourly)	S

The amount of \$36 shall be deducted from each step of the following salary schedules:

Food Service	L Schedule
Maintenance/Operation	O & P Schedules
Bus Operators	S Schedule

1. This amount shall provide all employees paid from these salary schedules who are enrolled in the LTD program with a medical and accident insurance waiver during their tenure on the LTD program.
 2. This settlement represents adherence to the legislative intent language. If other settlements in the district threaten the intention of the legislative intent language, negotiations shall be re-opened on salary.
- ii. CNA: The Salt Lake City School District shall provide all full-time contract food service workers paid from the L salary schedule with a long-term disability insurance policy. The cost of the long-term disability policy for less than full-time contract employees will be shared between the District and the employee in the same ratio that the employee's work time is of full time.
 - iii. The Board shall make available to all classified employees a long-term salary protection and waiver of retirement contribution plan as approved by the Board. This protection program does not apply to employees over 65 years of age or to hourly (non-contract) employees. An employee is eligible for the long-term disability insurance policy at the Board's expense beginning the fiscal year following the employee achieving 20 years of total service to the district. To receive this benefit, the employee must apply in writing on a form available in the Personnel Office, which form must be filed no later than 10 days following the beginning of the fiscal year (employee's calendar year). Employees, who are not eligible for the district-paid LTD insurance are encouraged to provide themselves with such coverage.
- f. Life Insurance
- i. The District agrees to increase the Life Insurance coverage for eligible employees from \$10,000 to \$20,000, effective July 1, 1981, and the negotiated annual salary schedule for 1981-82 will be reduced by \$25.20, the cost of this additional insurance.*
 - ii. *Subsequent agreement on this item is for the District to pay for the increased Term Life insurance.
- g. Non-Contract Employees
- i. Non-contract employees may participate in the district's medical and life insurance programs as per the following provisions.
 - ii. Classification #1 - Buildings & Grounds, Child Nutrition and Office Personnel
 1. Non-contract Buildings & Grounds, Child Nutrition and Office Personnel employees working eight (8) hours per day, five days per week in continuous positions (where the regular assignment is more than eight months per year as defined by the district) are offered the option of enrolling in the district's medical and life insurance program at no cost except for that portion of the monthly premium required of all employees.
 2. Employees who work four (4) to seven and one-half (7-1/2) hours per day, five days per week in continuous positions (where the regular

assignment is more than eight months per year as defined by the district) are offered the option of enrolling in the district's medical and life insurance program on a cost-sharing basis. The district's share of the premium will be the employee's FTE (hours per day) as it relates to full time (8 hours per day). For example, an employee who works four (4) hours per day (0.50 FTE) will be required to pay 50 percent of the cost, an employee who works six (6) hours per day (0.75 FTE) will be required to pay 25 percent of the cost, and an employee who works seven (7) hours per day (0.875 FTE) will be required to pay 12.5 percent of the cost. In addition to the cost sharing amount the employee will also pay that portion of the monthly premium re^quired of all employees.

- iii. CLASSIFICATION #2 - Assistants, Instructors, Columbus Center and all other classified employees, Substitute Teachers and Certificated Staff
 1. Non-contract assistants, instructors, Columbus Center and all other classified employees, substitute teachers and certificated (teachers, etc.) employees working five days per week, six hours per day or greater in continuous positions (where the regular assignment is more than eight months per year as defined by the district) are offered the option of enrolling in the district's medical and life insurance program on a 50 percent (50%) cost sharing basis. In addition to the cost sharing amount the employee will also pay that portion of the monthly premium required of all employees.
- iv. If a non-contract employee within these classifications is qualified and requests insurance, he or she must complete the appropriate enrollment forms within 31 days of being hired/eligible and the employee and his or her dependents will not be required to provide evidence of insurability. However, if an employee elects to enroll in the insurance program after the 31 day period, the employee and his or her dependents will be required to provide evidence of insurability for consideration of coverage, and may be required to have a physical examination. Pre-existing conditions may be reserved out of coverage.
- v. Employees hired to work in twelve (12) month positions may submit enrollment applications at any time. These applications will be processed as quickly as possible. Employees hired to work in eight (8), nine (9), ten (10) or ten and one half (10-1/2) month positions must enroll no later than January 10 in order to participate in the program for that current school/fiscal year.
- vi. Employees whose position does not guarantee work during the summer months will have their portion of the premiums adjusted upward during the school year to keep their insurance coverage continuous throughout the year.
- vii. Once approved, continuation in the program at all times is contingent upon ongoing verification of an employee's FTE (hours worked per day) within a qualifying classification.
- viii. Qualifying employees who wish to take advantage of this benefit must contact the Human Resource office in person to make application.
- ix. Non-contract employees working eight (8) hours per day five days per, week for more than eight months are offered the option of enrolling in the district insurance program at no cost.
- x. Employees who work four (4) to seven and a half (7-1/2) hours per day five days per week for more than eight months are offered the option of enrolling in the district insurance program on a cost-sharing basis. The district's share of the premium will be the employee's FTE (hours per day) as it relates to full time (8

hours per day). For example, an employee who works four hours per day (.50 FTE) will be required to pay 50% of the cost, an employee who works six hours per day (.75 FTE) will be required to pay 25% of the cost and an employee who works seven hours per day (.875 FTE) will be required to pay 12.5% of the cost.

- xi. If a non-contract employee is qualified and requests insurance, he or she must complete the appropriate enrollment forms. The employee and his or her dependents will be required to provide evidence of insurability for consideration of coverage, and may be required to have a physical examination. Pre-existing conditions may be reserved out of coverage provided.
- xii. Employees must enroll by the 5th of the month to have coverage effective the first day of the following month. Employees hired to work in eight, nine, or ten-month positions must enroll no later than January 5 in order to participate in the program for that current school year.
- xiii. Participating employees will be required to pay their share of the first month's premium at the time of enrollment. After this initial payment, payroll deductions will be made. Employees who do not work during the summer months will have their portion of the premiums adjusted upward during the school year to keep their insurance coverage continuous throughout the year.
- xiv. Continuation in the program each year is contingent upon verification of an employee's FTE.
- xv. Qualifying employees who wish to take advantage of this benefit must contact the Personnel Office in person to make application.

VII. Other Leaves of Absence

a. Personal Leave

- i. Contract employees working in a 12-month contract will be allowed each contract year two days of leave for personal need. One day's leave will be granted without loss of pay; one additional day will be granted with substitute cost to be deducted from the employee's salary.
- ii. Each fiscal year, employees on a contract of less than twelve (12) months will receive two (2) days of personal leave. May take an additional personal leave day without deduction. This additional day does not accrue.
- iii. Employees working less than twelve (12) months will be allowed to accumulate up to four (4) fully paid days of personal leave. After an employee has accumulated four (4) days each additional unused personal leave day will be added to the employee's accumulated sick.

b. Bereavement Leave

- i. Section X-Leave/Bereavement: The word "grandchildren" will be included in paragraph B1. *Immediate Family*, and removed from B2. *Limited Use*.
- ii. Domestic partner will be added to paragraph B, *Immediate Family*

c. Unpaid Leave of Absence

- i. There will be no insurance coverage provided for an unpaid leave of absence beyond the normal termination procedures.

d. Military Leaves

- i. The district shall grant military leave to employees according to the provisions of Section 39.3.1 of the Utah Code Annotated. The following summarizes the district policy:
 1. Policy: Contract employees who serve in the Armed Forces shall be granted military leave of absence. Such leave of absence shall extend for three months following honorable discharge from the service. Requests for reinstatement of employment will not be granted if made more than three months after discharge. Military leave is a non-paid leave of absence.
 2. Re-employment: Re-employment will be made according to the district's long-term leave provisions.
 3. Salary Placement: Contract employees on military leave will receive upon re-employment by the Salt Lake City School District the same salary which they would have received had they continued in the service of the district.
 4. The district will permit employees to use vacation days for military leave.
 5. This agreement supersedes all previous policies or agreements relative to military leave.

VIII. Personnel File

- a. Upon written request by a classified employee, records of previous disciplinary action which are more than 4 years old shall be removed from the employees' personnel file and destroyed if allowable under state and federal law.

IX. Recognition and Representation

- a. CNA: The Board of Education agrees to recognize the Salt Lake Food Service Association as the exclusive bargaining agent for food service employees as long as the association demonstrates membership by a majority of the employees in the bargaining unit.
- b. Definitions
 - i. Association – a lawful employee organization, recognized by the District for purposes of discussing personnel grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.
 - ii. Organization – any group of Eligible Employees who choose to organize themselves for the purpose of representation in collective bargaining.
 - iii. Employee Group – a grouping of job classifications paid on a particular salary schedule(s) and considered by the District as a cohesive unit.
 - iv. Recognized Representative – an individual(s), organization, or Association recognized by the District as the exclusive representative(s) of an Employee Group for the purposes of bargaining.
 - v. Eligible Employees - Employees within the job classifications in an employee group. In those Employee Groups where there are both hourly and contract employees, the District bargains with only the employees paid on contract schedules.

1. Employees not paid on the salary schedules affiliated with an Employee Group may join an association but shall not be defined as Eligible Employees of the Employee Group for the purposes of determining dues-paying membership and/or representation elections.
- c. To determine Employee Group representation, the Salt Lake City School District will require each Employee Group to verify that more than 50% of its respective Eligible Employees are dues-paying members of the Association seeking to act as Recognized Representative. The manner in which and the time for meeting this requirement is enumerated as follows:
- i. By November 1 of each fiscal year, the District will provide to each Employee Group president, or his/her designee, a list of its respective Eligible Employees.
 - ii. By January 31 of that same fiscal year, each Employee Group shall verify to the District that more than 50% of its Eligible Employees have been dues-paying members.
 - iii. Only those positions that are filled on January 31 will be used to determine the Eligible Employees in an Employee Group.
 - iv. If that Employee Group cannot verify that more than 50% of its Eligible Employees have been dues-paying members of the Association, the following will occur:
 1. Each Employee Group shall be allowed to elect their Recognized Representative:
 - a. The Employee Group shall use a double envelope or some other agreed-upon anonymous process for its elections with oversight provided by the District's human resources department.
 - b. During the first week of March a preliminary ballot shall be created through nominations. Any individual, negotiations team, Organization or Association comprised of Eligible Employees may be nominated to be placed on the ballot. The team shall not exceed three members.
 - c. During the second week of March a preliminary vote shall be conducted. Any individual, negotiations team, Organization or Association nominated must accept the nomination and receive 20% of a preliminary vote before being placed on the ballot.
 - d. All Eligible Employees in the Employee Group may participate in the nominations process and may cast ballots in the election.
 - e. During the second week of March a preliminary vote shall be conducted. The individual, negotiations team, Organization, or Association receiving more than 50% of the vote of all Eligible Employees shall represent the Employee Group. The elected individual, negotiations team, Organization, or Association will

select the Recognized Representative(s) from eligible employees for the respective group.

- f. If no individual, negotiations team, Organization or Association seeking to represent the Employee Group receives more than 50% of the vote of all Eligible Employees, the Superintendent shall, considering the election results, select the Recognized Representative(s) for the respective group.
- d. Association release time shall be considered on a case-by-case basis. All requests for association release time must be made to the immediate supervisor and approved through the Office of Business Administration. Approval for, or denial of, such requests will be mailed to the appropriate office.
 - i. CNA: A representative of the Food Service Association shall be invited to attend staff meetings on items pertaining specifically to that Association.
- e. Negotiations Records
 - i. It is proposed that permanent records be kept of the proceedings of the negotiation sessions with the various classified groups: B & G group, secretarial, foods, and that these records be available to the officers of the various associations.
 - ii. The district and the classified employee negotiating groups will meet on a date to be determined by mutual agreement to continue to work on the common issues related to each group's negotiated agreements. A completed agreement will be finalized by the end of the 2015-16 fiscal year. Until a successor agreement is completed, all parties agree that the current Classified Employee Handbook and Negotiated Agreements are in effect.
 - iii. Administrators will be notified by Human Resources of the additional personal day that was negotiated for 9/10 month employees, which was effective July 1, 2009.

X. 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. Early Retirement

- i. 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 five (5) years of their retirement 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.
 - ii. 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. A district shared governance committee will be established to study and review retirement incentives and make recommendations for future negotiations.
- h. 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.

XI. Sick Leave

- a. Accrual
 - i. Contract employees during the first three years of probationary employment will receive the sick leave allowance listed below:
 - 1. 12-month contract = six-and-one-half days
 - 2. 11-month contract = six days
 - 3. 10-month contract = five-and-one-half days
 - 4. 9-month contract = five days
 - ii. At the completion of the probationary period, employees will then receive the following additional sick leave allowance:
 - 1. 12-month contract= 19.5 days
 - 2. 11-month contract = 18 days
 - 3. 10-month contract = 16.5 days
 - 4. 9-month contract = 15 days
 - iii. Each year thereafter, employees will receive the following sick leave days:
 - 1. 12-month contract = 13 days
 - 2. 11-month contract = 12 days

- 3. 10-month contract = 11 days
- 4. 9-month contract = 10 days

b. Use

- i. Classified employees will not be able to use sick leave unless it is accrued. Any employee who has a need for an advance on sick leave use should meet with Human Resources who will review individual requests.
- ii. In cases of illness of any member of the employee's immediate family as described in Section VII (I./A) in the Classified Employees Handbook, who does not reside in the employee's household, the employee shall be entitled to use up to sixteen hours to be deducted from accrued sick leave.
- iii. The sick leave policy will be revised to allow employees to accumulate unused sick leave days indefinitely.

c. Sick Leave Bank

- i. The five-day waiting period for sick leave bank is waived for employees with 20 or more years service.
- ii. The Classified Employee Group will continue to utilize the Sick Leave Bank. The sick leave contribution shall be deducted from each contract employee beginning July, 1, 2005.
- iii. Approved the change in the number of Sick Leave Bank Committee members from three to two.
- iv. Eligibility shall be limited to employees with four (4) years or more of continuous contract service who have used all of their accumulated sick leave. There shall be an eligibility phase-in period.
- v. All employees of the Salt Lake City School District who are eligible to accumulate sick leave must contribute one-half (1/2) day of their sick leave allowance to the sick leave bank at the beginning of their contract employment.

d. Wellness Incentive Program

- i. The Wellness Incentive Program replaces the Sick Leave Payoff (at retirement) and all other sick leave incentive programs. The former Sick Leave Payoff, which was at 19%, is phased out immediately, except as provided in the Grandfathering Feature below. All other programs would end immediately. Employees who qualify would receive Wellness Incentive Pay added to their base wage and paid with regularly scheduled payroll.
- ii. Wellness Pay is based on the amount of sick leave an employee has accumulated as of June 30th of each year. Employees with the minimum required balance as of that date shall receive the incentive during the following year. Employees must maintain the minimum balance to stay at a particular level in the program. The sooner an employee enters the program the more Wellness Pay can be earned during a career.
- iii. The Wellness Incentive percentages are as follows:

Sick Leave Payoff	0.0%
Step 4 Incentive 12 Month (2184 hrs.) 10 Month (1680 hrs.) 9 Month (1512 hrs.)	4.0%
Step 3 Incentive	3.0%

12 Month (1768 hrs.) 10 Month (1360 hrs.) 9 Month (1224 hrs.)	
Step 2 Incentive 12 Month (1352 hrs.) 10 Month (1040 hrs.) 9 Month (936 hrs.)	2.0%
Step 1 Incentive 12 Month (936 hrs.) 10 Month (720 hrs.) 9 Month (648 hrs.)	1.0%

Hours needed for Full Time Equivalent Employee

iv. Grandfathering Feature: Employees who will qualify for retirement prior to July 1, 2008, shall have the option to remain on the current Sick Leave payoff program, but all other current incentive programs end June 30, 2003.

1. Sick Leave Payout at Retirement (Grandfathered Employees Only)

a. Reimbursement of accumulated unused sick leave at the time of retirement will be paid at 19% of the employee's unused account which may not exceed the cumulative allowance listed below.

b. The sick leave policy will be revised to allow employees to accumulate unused sick leave days indefinitely. The payment at retirement for unused sick leave will be limited to not more than the total number of days in an employee's contract.

2. The payment at retirement for unused sick leave will be limited to not more than the total number of days in an employee's contract.

3. Accumulated unused sick leave may be converted to salary when the employee is eligible for retirement benefits under the rules and regulations of the Utah State Retirement Board or during the period of one to five years before the employee becomes eligible for retirement benefits. Employees who become sick during any period of time after a conversion of their sick leave to salary has been made may use days of sick leave accrued after the conversion but may not use any of the accumulation that was converted to salary, unless they repay the salary that resulted from the sick leave conversion.

Contract Months Worked Per Year	Retirement Cumulative Allowance
8	180 days
9	180 days
10	200 days
10 ½	200 days
11	220 days
12	240 days

4. To utilize this option the employee must make an election on, or before, the June first preceding the employees contract year when the conversion is to be effective. The

conversion maybe for all, or any portion, of the employees accumulated sick leave balance as of the date of the election. The employee may make a new election on, or before June first of any year, during this one to five year period before becoming eligible for retirement benefits. The conversion will be made at the rate of 19% of the accumulated balance

but, in no case will the number of sick leave days converted to salary exceed 19% of the number of days in the following table.

XII. 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.

XIII. Term of Agreement

- a. It is proposed that permanent records be kept of the proceedings of the negotiation sessions with the various classified groups: B & G group, secretarial, foods, and that these records be available to the officers of the various associations.

- a. The Salt Lake City Board of Education and contract Classified employee representatives have entered into this 1 year contract, from July 1, 2012 to June 30, 2013, to establish certain terms with respect to compensation and conditions of employment. It does not include matters of inherent managerial policy.
 - i. All parties understand that the Classified employees and the School District are bound for the duration of this contract. While in effect, this contract cannot be changed by unilateral action of either party. With mutual agreement during the term of this contract, the District and Classified employee representatives shall have the opportunity to address contract conditions. Without mutual agreement for interim discussions, either party may request to address no more than three issues during the term of this contract. Both parties will agree to meet at reasonable times and confer in good faith to address those issues. The request to re-open discussions during the term of this contract may come from either the District or three of the five Classified employee group presidents. Any amendment or waiver of this agreement shall be in writing and signed by all affected parties.

 - ii. The district and classified groups represented by one member from each group will meet on September 20, 2012 to begin work on common items. Language changes agreed to will be brought to 2013-2014 negotiations for approval.

 - iii. Compensation and benefits will be negotiated every year. In the event additional compensation and/or benefits are offered to any other employee groups, the same will be made available to the classified employee groups.

- b. Agreements negotiated between the Board of Education and representatives of the classified association are not subject to change without additional negotiations and ratification.

XIV. 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): _____

➤ **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):