

Salt Lake Buildings and Grounds Association
Master Agreement
2017-18

I. Calendars, Hours and Overtime

- a. The work calendar will be reduced from 246 days to 243 days with no reduction in salary.
- b. B&G: The district, in non-emergency situations, will notify an employee one week (five working days) in advance of a work shift variance.
- c. B&G: Regular shift defined: Where coverage is required for school needs.
- d. 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.
- e. 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.
- f. 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 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. 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.
- b. 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.
 - 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.
- c. Physical Examinations
- i. B&G: DISTRICT TO PAY FOR PHYSICAL EXAMINATIONS AND T.B. TESTS: The present policy will remain in effect while the Board reviews this policy. The Buildings and Grounds Office will try to have the T.B. tests given at the Shop to eliminate wasted travel time.

- d. 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.
- e. 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. 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).
- b. B&G: The district will provide Hepatitis B shot(s) to any Buildings & Grounds employee who is determined to be at "high risk". This determination will be made by the district's health professionals.

VI. 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.

VII. Insurance

- a. A 30 day waiting period will be implemented before new employees are eligible for health and dental insurance.
- b. Any improvement in benefits, negotiated by *any* group for 1979-80, shall be extended to all groups within the district who are eligible, in order to maintain equity among employees.
- c. Insurance co-premium increases that are recommended by the Insurance Design Committee and ratified by Buildings & Grounds 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.
- d. 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)
- e. Dental Insurance
 - i. B&G: Pending membership ratification, a dental program will be established for all Building and Grounds personnel with the premium amount of \$218 being removed from the newly adopted salary schedule.
- f. Long Term Disability

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

Food Service	L Schedule
Maintenance/Operation	0 & 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.
- g. 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.
- h. 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 required 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.

VIII. 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 BI. *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 Leave
 - 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.
This agreement supersedes all previous policies or agreements relative to military leave.

IX. 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.
- b. B&G: Records of schooling completed, whether through a university or technical trade schools, will be entered into members' personal (sic) files for consideration for advancement or promotion.

X. Recognition & Representation

- a. 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.
- b. 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 third week of March the final 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.
 - c. B&G: The board of education agrees to recognize the Salt Lake Building and Grounds Association as the exclusive bargaining agent for the Building and Grounds employees as long as the association can demonstrate a majority membership.
 - d. Association Release Time
 - i. 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.

- ii. B&G: The President and a representative of the Buildings and Grounds Association to be in attendance at staff meetings, due notice being given, to express the views and concerns of the Association when Buildings and Grounds' personnel-related items are to be considered on the agenda. Should Buildings and Grounds' personnel items come up during a meeting, action will be deferred to a subsequent meeting where Buildings and Grounds' representatives are present.
 - iii. B&G: All employees of the buildings and grounds department will, when possible and without serious disruption of assigned work, be allowed to attend the Utah School Employees Association convention for at least one day. Five officers of the Association will be allowed to attend both days.
- 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. 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.
 - iii. 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.

XI. 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.

XII. 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
 - iv. The sick leave policy will be revised to allow employees to accumulate unused sick leave days indefinitely.
- 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.
 - c. Sick Leave Bank
 - i. 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.
 - ii. The five-day waiting period for sick leave bank is waived for employees with 20 or more years service.
 - iii. The number of classified representatives on the sick leave bank committee will equal the number of teacher representatives.
 - iv. In any four-year (4) period, an employee may draw no more than one-hundred-twenty (120) days from the sick leave bank.
 - v. 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.
 - vi. 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 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 12 Month (1768 hrs.) 10 Month (1360 hrs.) 9 Month (1224 hrs.)	3.0%
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. 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.

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

- 2. The rules for entry into the "sick leave bank" will be adjusted so that before an employee may be eligible for the sick leave bank that employee must repay any salary that has been paid as a result of the conversion of sick leave accrual to salary and then proceed to use up all accumulated sick leave before they would be eligible for the sick leave bank.

XIII. 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.

XIV. 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. Should significant language from other bargaining associations be forthcoming, the District and the Association will have the opportunity to reopen negotiations on that/those specific item(s).
 - c. Other unresolved issues will continue to be negotiated in a timely manner as per the dates agreed to in the last negotiation session.
 - d. Agreements negotiated between the Board of Education and representatives of the classified association are not subject to change without additional negotiations and ratification.

XV. 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: _____

**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):