



# Employee Handbook



## TABLE OF CONTENTS

INTRODUCTION .....	5
I. BOARD POLICIES AND DISTRICT INFORMATION.....	6
A. EMPLOYEE RESPONSIBILITY .....	6
B. PERSONNEL POLICIES .....	6
C. SHARED GOVERNANCE.....	9
D. EMPLOYEE DEFINITIONS & CATEGORIES .....	9
II. EMPLOYMENT INFORMATION.....	11
A. ATTENDANCE.....	11
B. EMPLOYEE CONCERNS OR COMPLAINTS .....	14
<i>Open Door Process</i> .....	14
<i>Formal Grievance Procedures for Contract Employees Only</i> .....	14
C. MILEAGE REIMBURSEMENT.....	14
D. OTHER EMPLOYMENT (MOONLIGHTING) .....	14
E. TELEPHONE, FAX AND COMPUTER USE .....	15
F. JOB PERFORMANCE AND REMEDIATION .....	15
G. TERMINATION OF EMPLOYMENT.....	16
H. TOOLS, SUPPLIES, AND EMPLOYEE UNIFORMS .....	19
I. JOB-RELATED PHYSICALS AND FUNCTIONAL CAPACITY TESTS .....	19
J. PERSONNEL FILES .....	20
K. INTERNAL COMMUNICATIONS.....	20
L. USING DISTRICT PROPERTY/MATERIALS.....	21
M. JOB OPENINGS.....	21
III. PERSONAL BEHAVIOR .....	24
A. PERSONAL ELECTRONIC DEVICES .....	24
B. PERSONAL BELONGINGS.....	25
C. INTERACTIONS WITH STUDENTS .....	25
D. EMPLOYEE CONDUCT .....	26

IV. COMPENSATION ..... 27

    A. WAGE AND SALARY PLACEMENT ..... 27

*Salary Schedules*..... 27

*Salary adjustments* ..... 27

*Job Re-Evaluation*..... 27

    B. PAY DAYS AND PAY PERIODS ..... 28

*Paydays*..... 28

*Payroll Deductions* ..... 29

*Information and Paycheck Issue Resolution*..... 29

    C. WORK CALENDARS, WORKWEEKS, AND WORK SCHEDULES ..... 29

*Work Calendars*..... 29

*Workweeks*..... 30

*Work Schedules* ..... 31

*FTE* ..... 31

*Breaks for Non-Exempt Employees*..... 33

*Meal Periods* ..... 34

V. BENEFITS ..... 36

    A. LEAVE..... 36

*Paid Leave*..... 36

*Military Leave* ..... 36

*Reporting Absences* ..... 36

*Leave Under the Family & Medical Leave Act* ..... 37

*Other Medical Leaves* ..... 38

*Other Leaves* ..... 38

    B. GROUP INSURANCE PLANS ..... 41

*Eligibility* ..... 41

*Benefits Waiting Period* ..... 42

*Initial Enrollment*..... 43

*Open Enrollment* ..... 43

*COBRA Continuation Coverage*..... 43

*Supplemental Benefits*..... 43

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C.	RETIREMENT THROUGH UTAH RETIREMENT SYSTEMS (“URS”) .....	42
	<i>URS</i> .....	44
	<i>Deferrals</i> .....	44
	<i>Vesting</i> .....	44
	<i>Prior to Retirement</i> .....	45
	<i>Medical Coverage after Retirement</i> .....	45
D.	403(b) TAX SHELTERED ANNUITY .....	45
VI.	HEALTH AND SAFETY.....	45
	A. IDENTIFICATION BADGES, SECURITY AND TIMEKEEPING.....	45
	B. WORKERS’ COMPENSATION BENEFITS & WORK RELATED INJURIES .....	46

## INTRODUCTION

These employment work rules and procedures pertain to the employment of all employees in the Salt Lake City School District (the “district”) and are supplemented by Board policy as well as negotiated agreements that apply to contract employees. The purpose of this handbook is to provide general guidelines and practices related to employment in the district. This handbook does not create a contract between the district and its employees. None of the information within these work rules and procedures is intended by reason of their publication to confer any rights or privileges upon employees other than those already conferred by law and negotiated agreement. Additionally, nothing in these work rules and procedures entitles an employee to remain employed by the district or limits the district’s ability to make changes to an employee’s job or to terminate an employee, except as provided under negotiated agreement or by law, such as the [\*Public Education Human Resources Management Act \(“PEHRMA”\)\*](#).

Guidelines and practices set forth are for general reference only and may not be applicable in all cases. For contract employees, more detail regarding a topic may be available in the negotiated agreement for the employee’s bargaining group. While the district believes in the work rules and procedures described here, they are subject to change at any time at the district’s discretion. However, such changes will be in writing and approved by the Superintendent. The Superintendent may choose to gather input from employee groups as appropriate.

Any changes will be made available to all employees, so they will be aware of the new procedures and work rules. No oral statements or representations can in any way change or alter the district’s employment policies, work rules and procedures. All previously-issued and/or inconsistent guidelines and benefit statements are superseded by the information provided here.

District administration realizes that these employment work rules and procedures cannot anticipate every situation or answer every question about employment with the district. If you have questions about your employment that are not covered here or by the applicable negotiated agreement, refer your question to your immediate supervisor. If your supervisor is unable to answer questions about your employment, s/he will forward them to Human Resources for consideration and resolution. The district retains the discretion to address situations not covered by this handbook, policy, or negotiated agreement.

Rev. April 24, 2013

## I. BOARD POLICIES AND DISTRICT INFORMATION

### A. **EMPLOYEE RESPONSIBILITY**

All employees must become familiar with policies provisions of this handbook that apply to their employment. [Click here](#) to view the [index for all Board policies](#).

### B. **PERSONNEL POLICIES**

Most policies and procedures relevant to employees and their employment are found in [the Personnel Policies section](#). As an employee, you are expected to become familiar with all policies in Section P and most especially the following:

#### 1. [Board Policy P-1 Ethical Standards and Administrative Procedures](#)

- a) As a public employee, you are also encouraged to read and become familiar with section 67-16-1, et seq., Utah Code Annotated, the "[Utah Public Officers' and Employees' Ethics Act](#)", which is the law governing employee behavior in the public sector. Additionally, licensed employees should familiarize themselves with [Utah State Office of Education \("USOE"\) Educator Standards](#).
- b) The following are examples of expected ethical behavior:
  - (1) Do not share restricted information regarding students and other employees.
  - (2) Avoid accepting gifts of substantial value. Employees may receive an occasional gift of \$10 or less, up to a maximum of \$50 per calendar year from the same person/entity. Any employee involved in procurement decisions must comply with the [Utah Procurement Code 63G-6a-2304](#) regarding accepting or requesting gratuities.
  - (3) Do not accept money (other than your pay) in any amount from any source in relation to your district employment.
  - (4) Do not invite school-aged children to your home unless authorized in writing by the principal/supervisor.
  - (5) Do not use your school district job to profit in another business.
  - (6) Disclose all conflicts of interest.
- c) This list is not exhaustive, so refer to the Board policy, administrative

procedures, USOE rules, state ethics law, your supervisor, or Human Resources for further guidance.

2. [Board Policy P-2 Equal Employment Opportunity](#) and [Administrative Procedures](#)
  - a) This policy also covers accommodation requests under the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendment Act (ADAAA). To request an accommodation, please contact the HR representative designated below:

Classified and Hourly Employees  
Amy O'Connor  
801-578-8341  
[amy.oconnor@slcschools.org](mailto:amy.oconnor@slcschools.org)

Teachers and Administrators  
Jo Poglajen  
801-578-8339  
[jo.poglajen@slcschools.org](mailto:jo.poglajen@slcschools.org)

3. [Board Policy P-3 Nepotism Prohibited](#) and [Administrative Procedures](#)
  - a) The district complies with the [Utah state law on the employment of relatives](#). Applicants and employees must disclose the names of relatives working in the district to assist in avoiding violation of state law. Any exceptions to the district's policy on nepotism must be approved by Human Resources. Additionally, supervisors should avoid using relatives as vendors and should openly disclose their family relationships on vendor paperwork submitted to purchasing, so the district can assess the potential conflict of interest.
4. [Board Policy P-4 Discipline of District Employees](#) and [Administrative Procedures](#)
  - a) B&G contract employees should see the [B&G Association negotiated agreement](#) for the B&G disciplinary form.
5. [Board Policy P-5 Workplace Violence](#)
6. [Board Policy P-6 Alcohol, Tobacco, or Controlled Substances](#) and [Procedures](#)
  - a) Unlawful possession, use, distribution or manufacturing of alcohol or controlled substances on district property, at district activities, and in district vehicles is prohibited. Involvement of any type with alcohol and/or other drugs that interferes with an employee's ability to perform his duties, regardless of where or when the drugs are consumed, is prohibited. This includes use of legally prescribed drugs and medicines, which may, in any way, adversely affect your working ability, safety, alertness and/or coordination or which may adversely affect the safety of others on the job.

b) **Drug Testing.** The district uses pre-employment, random, reasonable suspicion and post-accident drug testing, depending on the employee's job classification. For example, Bus Drivers and other employees in safety sensitive positions must undergo pre-employment, random, reasonable suspicion and post-accident drug testing under state and federal regulations, while most other employees are subject to reasonable suspicion and post-accident testing.

c) **Self-Disclosure.** Employees who self-disclose a substance abuse problem to a supervisor or to HR when they are not imminently subject to a drug test, must (1) make a written commitment to remain drug/alcohol free, (2) agree to rehab and/or counseling, (3) authorize the district to communicate with the physician and/or counselor, and (4) consent to undergo periodic, unannounced follow-up drug/alcohol testing.

d) **Reporting Criminal Drug Convictions.** Employees must notify the district Human Resources department of any criminal drug and/or paraphernalia arrest, plea in abeyance, conviction, or diversion agreement within 48 hours. Violation of the district's drug and alcohol policy, procedures and laws may result in disciplinary action, which could include termination.

e) **Disciplinary Action for Drug Policy Violation.** Any employee who violates the district's drug and alcohol policy, including failing to pass a drug test, refusing to submit to a drug test, or tampering with or adulterating a sample will be subject to disciplinary action, including but not limited to termination, immediate removal from a work site, future prohibition from the premises, and periodic, unannounced testing.

7. [Board Policy P-7 Security Inspections](#)

8. [Board Policy P-8 Employee Internet Use](#) and [Administrative Procedures](#)

9. [Board Policy P-9 Employee Criminal Background Checks and Self-Reporting](#)

a) As a condition of employment, the Salt Lake City School District Board of Education requires any employee to report his/her arrest, citation other than for a minor traffic offense, or conviction to his/her immediate supervisor or the Executive Director of Human Resources within 48 hours. Supervisors who know of an employee's self-report must contact Human Resources for further direction.

10. [Board Policy G-19 Discrimination, Harassment, and Retaliation Prohibited](#) and [Administrative Procedures](#), and [Complaint Form](#).

- a) Personal Relationships with Students are Prohibited. No employee is authorized to meet alone with a student unless it is necessary in the performance of professional duties during school hours and on school premises (i.e., counseling, disciplining, instructing, administrative tasks). If an employee assists a group of students with a school assignment during non-school hours, it must be on school premises unless the employee has written permission from the principal to meet elsewhere.
  
- b) [Board Policy C-5 Distribution/Posting of Promotional Materials](#)  
Distribution of materials and literature that is not work-related is prohibited on district property and via district email and/or using district computers. In general, the district does not post or distribute information from outside organizations or individual employees, except those from the PTA, city or county programs, or recognized non-profits designed to benefit the school or the welfare of the students. These materials must be approved prior to distribution by the Superintendent or the [Office of Communications](#).
  - (1) Recognized associations may use mailboxes pursuant to [negotiated agreement](#) or [state law](#).
  
- c) Solicitation is not allowed in any district office or school.

### **C. SHARED GOVERNANCE**

The district operates under the principle of Shared Governance. For more information on Shared Governance, see the [Shared Governance Guide](#). Additional provisions may be covered in the [Classified Employees' Negotiated Agreements](#), the [Teachers' Written Agreement](#), and the [Administrators' Written Understanding](#).

### **D. EMPLOYEE DEFINITIONS & CATEGORIES**

- 1. There are three broad categories of employees: career, provisional, and temporary. For more details on the definitions of these terms, see the [Classified Employees' Negotiated Agreements](#), the [Teachers' Written Agreement](#), the [Administrators' Written Understanding](#), and [the Public Education Human Resources Management Act](#).
  - a) Career Employee. The status of a “career” employee will be changed to “provisional” if the employee accepts a position which is substantially different from the position in which career status was achieved. The employee must meet the requirements for obtaining career status in the new position.
  
  - b) Unless there is an applicable negotiated agreement that states otherwise,

temporary employees are those who:

- (1) Are in the first 90 days of employment;
  - (2) Work less than 30 hours per workweek in an hourly, non-benefitted position;
  - (3) Are employed as seasonal employees for less than 6 months at a time;
2. A position may also be categorized as a “contract” position, which means that the employee is paid on a salary basis, works at least 20 hours per week, receives an allotment of paid leave, may apply for unpaid leaves of absence beyond that under the Family and Medical Leave Act (FMLA), is eligible to purchase group insurance benefits, and receives retirement contributions.
- a) Employees in “contract” positions are grouped into one of the following recognized employee bargaining groups based on their job classifications: Office Personnel, Buildings & Grounds, Child Nutrition, Transportation, Comprehensive, and the Salt Lake Teachers Association (SLTA). Additionally, employees in these groups may join the corresponding local associations and/or may choose to pay dues to organizations such as AFT and USEA.
- (1) Contract administrators do not bargain with the district. Instead, they meet and confer with executive administration to provide input on the terms and conditions of their employment. The representative group for Administrators is the Salt Lake Association of School Administrators (SLASA).
3. Employees, who are not categorized as contract employees, are defined as “hourly” employees. Hourly employees are paid on an hourly basis and are not entitled to paid leave or group benefits and do not bargain with the district.
4. Exempt Versus Non-Exempt Positions. The district also classifies an employee’s position as “exempt” or “non-exempt” based on regulations under the Fair Labor Standards Act (“FLSA”). Employees in positions that are “non-exempt” must be paid at least minimum wage and are entitled to overtime compensation at the rate of 1.5 times their regular hourly rates for all hours worked over 40 in a workweek. Examples of non-exempt positions are Secretary, Custodian, Journeyman Carpenter, Child Nutrition Manager, Bus Driver. Also, the district classifies ALL hourly positions as non-exempt, including Hourly Teachers, Counselors and Administrators.
- a) In contrast, employees in positions that are “exempt” are not subject to the wage and hour provisions of the FLSA and are not entitled to be paid minimum wage or overtime pay or compensatory times. Examples of exempt positions are

contract Teachers and Counselors, contract Administrators, contract Accountants, contract Area Foremen, and contract Development Specialists.

## II. EMPLOYMENT INFORMATION

### A. ATTENDANCE

1. Definitions
  - a) Scheduled Absences. These absences are scheduled in advance between the employee and the supervisor for events such as vacation, medical appointments, military service, family activities, jury duty, funerals, and other happenings which cannot be scheduled outside of regular work hours.
  - b) Unscheduled Absences. Unscheduled absences and tardies are considered unscheduled for events such as unforeseen illness, family emergencies, transportation emergencies, family member illness and/or death, and household emergencies such as flooding.
2. Non-exempt employees must report to work punctually, regularly, and predictably and must work all scheduled work hours as well as any required and approved overtime.
  - a) In general, non-exempt employees are not permitted to “make up” missed time during the workweek outside their work schedules and must use appropriate paid leave for the absence, if available.
3. Notification of Absence. An employee must notify the supervisor as far in advance as possible for scheduled absences, and no later than the employee’s scheduled starting time for unscheduled absences. Administrators should refer to the [Administrators’ Written Understanding](#) for negotiated provisions on notification of absences.
  - a) Absence notification procedures are determined by each supervisor and may vary from supervisor to supervisor. Unsatisfactory attendance and/or unauthorized absences and tardiness may result in discipline, up to and including termination.
  - b) Job Abandonment. If an employee is absent two (2) days and fails to notify the supervisor according to the department/school procedures of the absence, the employee may be considered to have voluntarily resigned through job abandonment. The district assumes no responsibility for determining where the employee is or why the employee has not notified the department/school.

4. Scheduling Vacation Time and Personal Days. In general, vacation time and personal days must be scheduled in advance. The granting of scheduled absences will depend on the needs and interests of the district, and the supervisor will consider, among other things, the purpose of the leave, the timing of the request, and the ability of the district to find a suitable substitute, if necessary. A supervisor may approve last minute requests to use personal and vacation time if coverage of job duties is not an issue. If a supervisor denies a request for a scheduled absence the supervisor shall suggest alternative dates when the scheduled leave would be granted.
  - a) An employee who calls in sick when a prior scheduled leave request for the same day(s) was denied will be presumed to be providing false information to the district. Unless the employee provides credible and complete medical substantiation of illness for the missed day(s), the time away from work will be classified as “absent without leave”, and the employee will be subject to discipline, up to and including termination, for providing false information to the district and/or abuse of leave.
5. Employees, who are not on an HR-approved leave of absence and are absent from work without sufficient paid leave to cover the absence(s), are deemed “absent without leave” and may be subject to discipline, up to and including termination.
6. Paid Leave Provided for Contract Employees. The district recognizes that employees will be absent from work for various reasons, including incidental illness. The district provides contract employees paid sick leave, personal leave, and, for some employees, vacation time for these needs as they arise. Contract employees should refer to the [Classified Employee Negotiated Agreements](#), the [Teachers’ Written Agreement](#), and the [Administrators’ Written Understanding](#) for negotiated leave accrual amounts and acceptable reasons for use of leave.
  - a) Paid Leave Accruals. Paid leave accrues in different ways and in different amounts depending on the contract employee’s negotiated agreement:
    - (1) Contract, classified employees accrue leave as follows:
      - (a) Sick leave gradually accrues at a rate of 4.34 hours per pay period.
      - (b) Personal leave immediately accrues at a rate of 8 hours per year on the first pay period of the employee’s contract year, which is based on the work calendar for each employee’s position.
      - (c) Vacation leave gradually accrues each pay period. The amount of the vacation accrual differs, depending on the employee’s length of service, which can be found in the [Classified Employee Negotiated Agreements](#).
    - (2) Teachers: All sick leave and personal leave immediately accrue at

the beginning of the contract year.

(3) Administrators: All sick leave and personal leave immediately accrue at the beginning of the contract year.

b) Use of Leave.

(1) Although contract employees may have a paid leave balance, they should use their paid leave judiciously.

(2) The district will not advance paid leave for employee use. Paid leave is not available for use until it accrues to the employee.

(3) Sick leave is a benefit, not a right, and shall be used for (a) scheduled, incidental absences due to illness, medical treatment or similar needs that are approved by the supervisor for medical treatment, appointments or similar needs; (b) for long-term leave due to medical conditions as approved by HR; and (c) for unscheduled, incidental absences that are for illness or medical appointments that could not be scheduled in advance or outside the employee's work hours.

(a) The supervisor may require the employee to substantiate incidental sick leave absences (whether scheduled or unscheduled) with appropriate documentation from a medical provider.

(b) Occasionally, an employee will exhibit a pattern of unscheduled absences that must be addressed by the supervisor despite the employee having sufficient paid sick leave to cover the absences (i.e., consistently missing a specific day of the week, missing the day before or after a holiday or the day before or after a scheduled vacation, pre-scheduling incidental sick leave far in advance of the needed time off, incurring frequent incidental absences, designating the use of sick leave after a request to use personal leave or vacation was denied, etc.).

(c) Sick leave cannot be donated to another employee. The district and the employee associations have negotiated a Sick Leave Bank for use by contract employees who substantiate the need for sick leave beyond their individual leave balances. See the [Classified Employee Agreements](#) and the [Teachers' Written Agreement](#) for details on the Sick Leave Bank.

7. No Paid Leave for Hourly Employees. Hourly employees are not provided paid leave. While a supervisor may grant an hourly employee a few incidental unpaid days off, having more than a few absences during the work year may subject the employee to discipline, up to and including termination.

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**B. EMPLOYEE CONCERNS OR COMPLAINTS****1. Open Door Process**

All employees should share their concerns, seek information, provide input, and resolve work-related issues by discussing them with their supervisors. It may not be possible to achieve the result an employee wants, but the supervisor will attempt to explain in each case why a certain course of action is preferred. If an issue cannot be resolved at this level, the employee is welcome to discuss the issue with the Administrator of his/her department or building. The immediate supervisor should set up a time for both the supervisor and the employee to meet together with the Administrator.

Regardless of the situation, the employee should be able to openly discuss any work-related problems and concerns without fear of retaliation. Administrators and other supervisors should schedule these meetings as quickly as possible, and employees are expected to understand that issues and concerns may not always be addressed at the moment they arise.

**2. Formal Grievance Procedures for Contract Employees Only**

If a contract employee believes there has been a violation, misinterpretation, or misapplication of Board Policy or a provision of his negotiated agreement, the employee may file a grievance by following the grievance procedure. The grievance procedures for contract employees may be found in the Classified Employee Negotiated Agreements and in the Teachers' Written Agreement.

**C. MILEAGE REIMBURSEMENT**

The district will provide a reimbursement per mile for employees who are approved to travel in their personal automobiles as a part of their regular assignment with the district. The district's Budget Director in conjunction with the department head or program coordinator will determine who qualifies for such payment. For mileage reimbursement for out of town trips, see Board Policy F-3 and its administrative procedures. For additional negotiated provisions on mileage or out of town travel, contract classified employees should refer to the Classified Employee Negotiated Agreements.

**D. OTHER EMPLOYMENT (MOONLIGHTING)**

While the district does not prohibit employees from having a second job, it must not affect the employee's work hours, interfere or conflict with the employee's regular

duties, raise any ethics concerns, or necessitate long hours that may have an impact on the employee's working effectiveness. No work for another employer may be done during an employee's district work hours.

### ***E. TELEPHONE, FAX AND COMPUTER USE***

1. Telephones and Faxes. Office telephones and faxes are a vital part of district operation. Because of the large volume of business transacted by telephone and fax, personal use of the telephone and fax machines should be limited and brief. Employees are responsible to pay for any personal long-distance charges incurred due to phone or fax use. Additionally, employees must remain professional when conducting business via telephone and fax and must not violate other district policies.

2. Computers. All employees are responsible for using computer systems for work-related matters and for maintaining computer systems security. All employees should familiarize themselves with the district's policy on Employee Internet Use and its administrative procedures. An employee must sign an acknowledgement of the internet policy and procedures before using a district computer/server. Any employee who uses a district computer has agreed to the terms of this policy even if a signed acknowledgement is not on file.

### ***F. JOB PERFORMANCE AND REMEDIATION***

Supervisors are encouraged to communicate regularly and frequently with employees regarding work performance and results to assist employees with improving and maintaining satisfactory job performance. Some contract employee associations have negotiated specific provisions on feedback and evaluation as detailed in the [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), the [Administrators' Written Understanding](#).

#### **1. Remediation**

It may be determined that an employee requires assistance with the skills needed to perform his/her job.

a) Remediation is designed to give an employee training and coaching when the employee is performing unsatisfactorily. The objective of remediation is to bring the employee's job performance up to acceptable standards that the employee can sustain independently. It is the employee's responsibility to make the necessary improvements in his performance.

b) Remediation is designed to give an employee training and coaching when the employee is performing unsatisfactorily. The objective of remediation is to

bring the employee's job performance up to acceptable standards that the employee can sustain independently. It is the employee's responsibility to make the necessary improvements in his performance.

c) Remediation Process.

(1) Contract Employees. For career contract employees, the applicable remediation process is detailed in the Classified Employee Negotiated Agreements, the Teachers' Written Agreement, or the Administrators' Written Understanding.

(2) Hourly Employees. For hourly employees, the remediation process, if any, is determined by the supervisor in conjunction with Human Resources.

## **G. TERMINATION OF EMPLOYMENT**

This section outlines the district's practices related to termination of employment. The intent of these practices is to ensure fair and equitable treatment of employees who leave district employment. For more information on disciplinary matters and dismissal from school district employment for cause, see [Board Policy P-4](#) and [its administrative procedures](#) and [the Public Education Human Resources Management Act](#). This section does not apply to employees who are defined as temporary or "at will".

### **1. Types of Termination**

a) Non-Renewal. A provisional employee may be non-renewed. This means that the district chooses not to retain the employee to work during the next fiscal year or school year. The district does not need a reason for non-renewing a provisional employee. By law, the district is required to give notice of its intent to non-renew the provisional employee at least 60 calendar days before the end of the employee's current contract or term of employment.

(1) For negotiated provisions on non-renewals, see the [Teachers' Written Agreement](#) and the [Administrators' Written Understanding](#).

b) Dismissal. Dismissal is defined as a termination of employment that is initiated by the district. The nature of an employee's employment with the district defines the employment relationship and is considered before dismissal. All employees may be dismissed for cause or for unsatisfactory performance. Temporary employees and hourly employees who do not have career status are "at will" and may be dismissed for any reason or no reason, so long as it is not an illegal reason.

(1) For negotiated provisions on dismissals in general, see the [Teachers' Written Agreement](#) and the [Administrators' Written Understanding](#).

(2) Dismissal for Cause. Employees with career status, whether they are hourly or contract employees, may be dismissed for cause. The district lists the causes for which an employee may be dismissed in [Board Policy P-4, Discipline of District Employees](#) and [its administrative procedures](#). Some "causes" listed include violation of district rules, policies and procedures, misconduct, incompetence, insubordination, neglect of duty, failure to meet job requirements, etc.

(a) The required notice of the intent to dismiss an employee will be given to the employee based on [the employee's status](#) under the [Public Education Human Resources Management Act](#) and relevant [district procedures](#).

(3) Dismissal for Unsatisfactory Performance. In addition to being dismissed "for cause", career and provisional employees may be dismissed for unsatisfactory performance.

(a) Provisional and career employees who are recommended for dismissal during the contract or employment term for unsatisfactory performance shall have been unsuccessful in their efforts to improve their performance before being recommended for dismissal. The district complies with the requirements detailed in the [Public Education Human Resources Management Act \("PEHRMA"\)](#) and any applicable negotiated agreement when terminating provisional and career employees for unsatisfactory performance.

(4) Dismissal Procedures and Due Process. Career and provisional employees who are dismissed for cause or unsatisfactory performance shall be provided due process as provided in PEHRMA and any applicable negotiated agreement. If there is no applicable negotiated agreement, the relevant provisions of the [administrative rules to Policy P-4](#) shall be followed.

c) Reduction-In-Force (RIF)

(1) Reasons for RIFs are typically due to budget reduction, the end of program funding, decreased enrollment, and/or the end of a program. If a RIF is deemed necessary by district leadership, the administrator of the affected department, area, or school will, after Superintendent approval,

document the reason for the RIF in a memo and submit it to Human Resources. Documentation may include an analysis of district needs and may identify potential job classifications affected, a communication plan, possible job re-evaluations, and/or salary administration issues.

(2) For employees not covered by a negotiated agreement, district needs and job-related criteria will be used to determine which employees are laid off under the RIF. The criteria used will be determined based on the reason for the reduction in force and the determination of the department and/or site needs. Job-related criteria may include the employee's job performance, competencies, skills, responsibilities, experience, leadership, education and training, attitude, interpersonal skills, the ability to work well with others, and personal commitment.

(3) For negotiated provisions on dismissals in general, see the [Teachers' Written Agreement](#) and the [Administrators' Written Understanding](#).

d) Resignation. Resignation is a voluntary separation from employment, which is initiated by the employee.

(1) Before a contract employee resigns, it is recommended that the employee consult with the Benefits Coordinator to understand what occurs with their group benefits, leave accruals and retirement through URS when leaving District employment.

(2) Notice

(a) Contract Employees. Whenever a contract employee (whether provisional or career) chooses to resign, advanced notice in writing must be given to the Human Resource office.

(i) Classified contract employees must give at least 10 working days' notice to Human Resources before the employee's last working day.

(ii) All other contract employees must give 30 calendar days' notice. See the [Teachers' Written Agreement](#) for negotiated provisions on notice.

(iii) When a contract employee does not give proper notice, the district is damaged. The district may fine a contract employee up to \$500 if the proper notice is not

given. If mutually agreed to by the employee and Human Resources, a shorter notice may be accepted without penalty.

(iv) Retirement/Resignation Notification Stipend. Contract classified employees may be eligible for a stipend if they give earlier notification of their resignation or retirement. See the [Classified Employee Negotiated Agreements](#) for details on this stipend and other topics related to resignation and retirement.

(b) Hourly Employees. Hourly employees are not required to give notice of resignation, but are encouraged to do so as a courtesy.

e) Retiring. An employee retiring from URS is voluntarily resigning from the district and must follow the process for “Resignations” as detailed above. Employees who intend to retire should work with representatives at [URS](#) for information on their retirement benefits and the timing for their retirement date.

(1) For negotiated provisions on terminations for contract employees, refer to the [Classified Employee Negotiated Agreements](#), the [Teachers’ Written Agreement](#), or [the Administrators’ Written Understanding](#).

## H. ***TOOLS, SUPPLIES, AND EMPLOYEE UNIFORMS***

Contract classified employees may refer to the [Classified Employees’ Negotiated Agreement](#) for provision regarding these topics.

## I. ***JOB-RELATED PHYSICALS AND FUNCTIONAL CAPACITY TESTS***

1. Employees may be required to undergo physical examinations or functional capacity tests related to their employment. These types of assessments include pre-employment physical abilities assessments, DOT medical examinations, and “fitness for duty” examinations. If the district requires an employee to undergo any of these assessments, the district will bear the cost, unless otherwise indicated to the employee beforehand. (See “Sick Leave” section for Verification of Illness process.)

a) School bus drivers, in conformity with Department of Transportation regulations, must have physical examinations and random drug testing on a periodic basis. Specifics regarding such exams or tests are identified in guidelines and procedures provided by the district’s Transportation Department to all school bus drivers. Bus drivers may refer to [DOT regulations](#) and the Utah state manual entitled [“STANDARDS FOR UTAH SCHOOL BUSES AND](#)

[OPERATIONS 2010](#)” for more details. Additionally, there may be relevant negotiated provisions for Bus Drivers in the [Transportation Association Negotiated Agreement](#).

2. Failure to report for required physical assessments may result in discipline, up to and including termination. Contract classified employees should refer to the [Classified Employee Negotiated Agreements](#) for negotiated provisions related to medical examinations.

## **J. PERSONNEL FILES**

1. The Human Resource Department maintains a personnel file for each employee hired to work in the District. The file contains documents relevant to employment, including items such as employment application, transcripts when required, records of training, a copy of employment contracts, letters of commendation, letters of warning and reprimand, performance evaluations, and other job related information. (Medical information is kept in a separate and locked confidential medical file.)
2. Materials placed in the personnel file are available for an employee's inspection consistent with the [Government Records Access and Management Act \(GRAMA\)](#). Employees should contact the [Human Resources office](#) for an appointment to review their personnel files. Employees have the right to respond to any material in their personnel file, and the employee's written response shall be reviewed and included in the file. For more information about rights to access employee personnel files and regarding which documents can be released to employees and/or the public, see Utah state law on [Employees' Personnel Files](#). For contract employees, see the [Classified Employee Negotiated Agreements](#) and the [Teachers' Written Agreement](#) for additional provisions on personnel files, including the removal of documents.
3. Updating Your Information. Employees are responsible to keep their information updated. For changes to your address, telephone numbers, emergency contact information, and tax deductions, use [Employee Online](#). For changes or questions about work status or for name changes, please visit or call the [HR office](#) at 801-578-8340 for more information.

## **K. INTERNAL COMMUNICATIONS**

1. There are a variety of ways employees can remain updated on District information. In many cases, the information is made available electronically through [e-mail](#) or posted on the [district web site](#). If employees do not have access to a computer at work, they should ask their supervisors for a printed copy of

information that has been electronically posted. Also, employee e-mail accounts are accessible from home and other locations through the [Outlook Web App link](#) on the district web site. Employees are responsible to check email and postings at their worksites to remain up-to-date on district information.

## **L. USING DISTRICT PROPERTY/MATERIALS**

1. Property, equipment and supplies, which belong to the district, must not be used for private purposes and should not be removed from school or building premises without written approval from the principal or administration department head. See [District Property Sign Out Form](#).
2. Even materials, which are considered scrap or surplus, must not be used for private purposes. All materials for disposal must be authorized and disposed of under the direction of the Purchasing Department. See [The Purchasing Department's procedures on disposing of surplus property](#) and [Board Policy P-1 on Ethical Standards](#).

## **M. JOB OPENINGS**

### **1. Consideration for Openings**

Employees may be considered for other job openings within the district through internal transfer, lateral moves, and promotion. For additional negotiated provisions regarding job openings, vacancies, or transfers, see the [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), or the [Administrators' Written Understanding](#).

a) **Transfer.** A transfer occurs when an employee changes locations or departments but remains in the same job classification without a change in pay. For example, a Custodian may be assigned to another building through transfer but remains a Custodian, who is paid on the same salary schedule, step and lane as before the change in location. In general, transfer decisions within a department or within a school site may be made by the supervisor without conducting interviews.

(1) Provisional employees are not eligible to request a transfer. In general, contract classified employees must work in their positions for at least 12 months before being considered for other positions in the district.

(2) An employee may request a transfer to a position in the same job classification to another department or location through the job

opening/posting process or by making a request to their supervisor.

(a) Hourly employees typically are not allowed to transfer to another school/department during the school year.

(3) The Superintendent may involuntarily transfer an employee to another location in the District and will consult with the appropriate association, if any.

b) **Voluntary Demotion.** A voluntary demotion occurs when an employee voluntarily applies for and is selected for an internal position that is paid on a lower salary/wage range than his current position. When this occurs, the employee is likely to incur a decrease in pay as the employee's salary/wage is adjusted to the new pay range. When an employee accepts a voluntary demotion, his wages are adjusted down to the new lane and will not be red-circled (frozen).

c) **Lateral Move.** A lateral move occurs when an employee applies for and is selected for a position different from his current position within the District. The different position has different job qualifications but is paid on the same salary schedule and lane as his current position. Employees are typically not entitled to a lateral move and usually must participate in a selection process for the position.

d) **Promotion.** A promotion occurs when an employee is selected for a completely different position that reflects an increase in the qualifications and/or in the nature of the work performed and that is typically paid on a "higher" salary schedule lane.

(1) Employees are not entitled to an organizational promotion and must participate in a selection process for the position.

(2) To be considered for a promotion, there must be a position available.

## 2. **Placements and Nepotism**

Employee placements should not create a direct or indirect supervisor/subordinate relationship with a family member or any other situation that could be prohibited under the [District's Nepotism policy](#) and [its administrative procedures](#) or by [Utah law on Prohibiting the Employment of Relatives](#). Any exceptions must be approved by the Superintendent.

3. **Rate of Pay**

Human Resources will determine the employee's rate of pay, after the transfer, demotion, or promotion according to the compensation guidelines for the new position.

4. **Job Postings**

Many hourly vacancies are not posted, especially those for positions working less than 20 hours/week. Contract vacancies are usually posted for a minimum of 5 working days.

a) Job vacancy and posting provisions as well as selection procedures for contract positions may be found in relevant [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), the [Administrators' Written Understanding](#).

5. **Available Job Openings**

Employees may view [job openings](#) on the Human Resources web page. [Internal postings](#) are open to existing contract employees and are not open to outside and/or hourly candidates unless stated otherwise.

6. **General Application Guidelines**

For all employees applying for district job postings (internal and external):

a) The employee must meet the minimum job qualifications. Candidates (internal or external) will generally not be considered if they do not meet the minimum job qualifications.

b) To provide some stability to department and school operations, classified employees in contract positions will generally not be considered for other internal openings until they have completed at least 1 full year of service in their current positions.

c) Employees applying for an opening must submit the application materials requested by the district of internal candidates as stated in the job announcement.

d) For licensed openings, existing licensed contract employees must complete a [Transfer Form](#). Hourly employees applying for a licensed opening must submit all application materials required of external candidates.

e) For classified openings, existing contract employees must complete an [Internal Job Application](#) and may submit an updated resume. Hourly employees applying for a classified opening must submit all application materials required of external candidates.

f) For administrator openings, internal candidates must submit application materials annually as advertised by the Human Resources office. A general call for administrator application materials usually occurs each December.

## 7. **Selection Process**

Human Resources personnel work with the hiring manager/principal to determine those candidates who will proceed through the selection process. The selection process includes job-related selection criteria, which may include but is not limited to a review of application materials submitted, interviews, reference checks, the needs of the district, and job-related testing.

a) See [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), the [Administrators' Written Understanding](#) for more information on negotiated processes for staffing and vacancies.

b) The district reserves the right to modify normal application and posting procedures when such modifications are in the best interests of the district.

## **III. PERSONAL BEHAVIOR**

### ***A. PERSONAL ELECTRONIC DEVICES***

1. The district may furnish cell phones, Nextel radios, PDAs, pagers, tablets or other personal electronic devices to certain employees in connection with their duties. Employees who are issued personal electronic devices must limit personal use of these devices in the same way they must limit personal use of their district telephone (landline or cell). Employees who have excessive personal usage of district-issued electronic devices will be subject to discipline, up to and including termination.
2. Employees have no reasonable expectation of privacy when using any district electronic devices and should conduct themselves accordingly.

3. Employees are responsible to use any assigned equipment responsibly, including personal electronic devices. Employees may be required to reimburse the district for the cost of any equipment or personal electronic device that is damaged, lost, stolen, or not returned at the end of an assignment or employment with only normal wear and tear.
4. While conducting business, the district requires employees to use district-issued personal electronic devices (such as cell phones) safely. In particular, employees are expected to be attentive while driving. If the use of a personal electronic device is determined to be a contributing factor in an incident in which the district is liable, the employee may be subject to discipline, up to and including termination. Employees are not allowed to talk on cell phones while operating a district vehicle or when transporting student passengers.
5. During work time, employees should limit the use of their own personal electronic devices. Employees should set personal cell phones on the silent ring mode during work hours to avoid disturbing those working around them.
6. Whether a personal electronic device is district-issued or personally-owned, employees must have an educational reason and receive written permission from their principal/supervisor to take photos while on district premises, while conducting district business, or when attending district-sponsored functions.

## ***B. PERSONAL BELONGINGS***

1. Personal belongings brought onto district premises are the employee's responsibility. While the district does all it can to protect employee's property, it cannot be held responsible for the loss or theft of personal belongings. If employees find property missing or damaged, they should report it to their supervisor immediately.
2. Employees have no reasonable expectation of privacy at work and should conduct themselves accordingly, even with personal items. Personal items in the workplace, with the exception of purses, backpacks, and briefcases, are subject to search when the district has reasonable suspicion the evidence of workplace misconduct may be found in such items.
3. Teacher may refer to the [Teachers' Written Agreement](#) for negotiated provisions on personal belongings.

## ***C. INTERACTIONS WITH STUDENTS***

1. Interactions with students should be positive and respectful. There are some

instances where even classified or hourly employees may be required to be involved with a student issue or have a duty to report incidents involving students.

2. Dealing with Misconduct by a Student. In general, [Board Policy S-3, Student Discipline](#) sets forth the parameters for dealing with student misconduct. The [administrative procedures for this policy](#) give more in-depth information. Additionally, each school has expectations for student behavior and possible consequences in its school-wide discipline plan.
3. Use of Reasonable Physical Restraint. In general, employees who are not trained to handle non-compliant students should alert the principal, teacher, or resource officer instead of attempting to intervene.
  - a) In extreme circumstances, an employee may use reasonable physical restraint or force if necessary to protect a person from physical injury, to remove a violent or disruptive student, or to protect property from being damaged. Acts of physical restraint should be used for control and not for the purpose of punishment. Employees must report any use of physical restraint to their supervisors as soon as possible.
4. Duty to Report. All employees shall report to their principal or their immediate supervisor any violations which they observe or become aware of regarding student conduct, such as those involving threats or harm to people or property; violence; aggression; disruptive behavior; use or possession of a weapon; activity involving the use, possession, sale or distribution of alcohol, controlled substances, imitation controlled substances or drug paraphernalia; gang activity; or criminal acts.
5. Reporting Suspected Child Abuse. School employees have a duty to report suspected child abuse immediately. For more information, see [Board Policy S-8, Child Abuse](#) and [its administrative procedures](#).
6. Maintaining Student Privacy. Employees must not disclose personal information about students and/or their school performance except to an individual or agency that has a legal right or legitimate educational need to obtain it. For more information on student information, records, and privacy, see [Board Policy S-2, Students Records, Privacy Rights, and Release of Information](#) and [its administrative procedures](#).

#### ***D. EMPLOYEE CONDUCT***

1. The district expects all employees to observe certain standards of behavior while at work, on district premises, and at district-sponsored events. [Board Policy P-4,](#)

[Discipline of District Employees](#) and [its administrative procedures](#) list conduct that violates behavioral expectations for district employees.

## **IV. COMPENSATION**

### **A. WAGE AND SALARY PLACEMENT**

#### **1. Salary Schedules**

Salary Schedules are adopted by the Board of Education and are published on the district web page. An employee's placement on the salary schedule is determined by Human Resources procedures. Questions about salary placement should be directed to a supervisor or to the Human Resources Department. Annualized compensation is calculated by multiplying the employee's hourly rate, FTE (number of hours assigned to work per week) and number of work days in the employees work calendar for the fiscal year

#### **2. Salary adjustments**

In addition to negotiated cost of living adjustments ("COLA"), the district may adjust salaries based on budget parameters, market conditions, job reclassification, department or district reorganization, changes in hours worked, or due to unsatisfactory performance or at the discretion of the board.

##### **a) Job Re-Evaluation**

(1) **Promotion Due to Job Re-Evaluation.** A promotion due to job re-evaluation is rare and may occur when an employee's duties and responsibilities have significantly changed enough to warrant a re-evaluation of their current position. With this type of promotion, the incumbent is not required to participate in a selection process. A promotion due to re-evaluation promotion typically occurs as a result of a formal job study in which Human Resources is required to properly evaluate the salary range and other job valuation factors. Approval by Superintendency is required.

(2) **Demotion Due to Job Re-Evaluation.** If a contract employee is reassigned without prejudice to a position to a lower job classification due to the re-classification of his/her position, the employee's current salary or wage will be red-circled (frozen at the same dollar amount) for a period of at least one calendar year.

**b) Unsatisfactory Performance**

(1) **Demotion Due to Unsatisfactory Performance.** An employee may be demoted due to unsatisfactory performance, as determined by the employee's supervisor in conjunction with Human Resources. When this occurs, the employee will be assigned to a lower job classification and his salary/wage will be reduced to an amount that is within the salary range for the lower position.

(a) Employees covered by an association negotiated agreement may refer to the Remediation section of their respective agreements for details on the applicable remediation process that occurs before a contract employee is demoted due to unsatisfactory performance: Classified Employee Negotiated Agreements, Teachers' Written Agreement, Administrators' Written Understanding.

**c) Organizational Re-alignment**

(1) **Demotion Due to Re-alignment, Re-Organization, or Reduction in Force.** If an employee is reassigned without prejudice to a position at a lower classification due to reclassification of that position because of organizational re-alignment, re-organization, or Reduction in Force, his/her current salary or wage will be red-circled (frozen at the same dollar amount) for a period of one year before adjusting it downward.

**B. PAY DAYS AND PAY PERIODS****1. Paydays**

All employees are paid semi-monthly on the 15th and the last banking day of the month. When a payday is on a holiday or a weekend, employees will be paid on the last banking day before payday.

a) **Contract Employee Pay.** All contract employees are paid a salary whether they are exempt or non-exempt. Each payday amount reflects an equalized portion of the annualized contract amount for the fiscal or school year.

(1) If a non-exempt, contract employee works additional hours, whether they are straight-time or overtime hours, pay for those extra hours will be in addition to the usual pay period salaried amount.

b) **Hourly Employee Pay.** Hourly employees are paid on the 15th of the

month for hours worked from the 16th of the previous month to the end of that month. They are paid on the last banking day of the month for hours worked from the 1st through the 15th of that same month.

c) **Direct Deposit Required.** All employees must use direct deposit into a bank account or onto a prepaid debit card as a condition of employment. (Your direct deposit information may be updated through [Employee Online](#).) Failure for new employees to provide banking information within 3 days of hire may result in termination.

(1) An electronic funds transfer advice stub is available on [Employee Online](#), which gives the employee several items of important information, including deductions made for benefits and retirement contributions. Employees are encouraged to check this information every payday to ensure proper compensation. Any questions about pay should be referred to the [Payroll Office](#) as soon as possible.

## 2. **Payroll Deductions**

The Payroll Department follows applicable law and regulations in making deductions for income tax withholding, Social Security, Medicare, and Utah State Retirement. Voluntary deductions approved by the Business Administrator, when also approved by the employee, may be taken from the employee's paycheck. Voluntary deductions might include deposits made to financial institutions, payment of association dues, contributions to the United Way, contributions to the Employee Welfare Association (EWA), and premiums for approved supplemental insurances. Employees may also direct salary to tax-sheltered annuity programs.

## 3. **Information and Paycheck Issue Resolution**

For information on pay, paydays and direct deposit or to resolve issues regarding your pay, please contact the [Payroll Department](#). Contract employees may find additional provisions related to pay in the [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#) and the [Administrators' Written Understanding](#).

# **C. WORK CALENDARS, WORKWEEKS, AND WORK SCHEDULES**

## 1. **Work Calendars**

The Board of Education adopts fiscal year work calendars, which identify contract employees' work days for employees on 9-month, 10-month, and 12-month calendars. Specific provisions on calendars for contract employees may be found in the [Classified Employee Negotiated Agreements](#), the [Teachers' Written](#)

[Agreement](#), and the [Administrators' Written Understanding](#).

- a) Holidays. Holidays are unpaid for all district employees. All employees are paid only for the days they are scheduled to work, and holidays are not scheduled work days.
- b) Approved Conferences and Workshops are Working Time. The supervisor may pre-approve an employee's attendance at District-approved conference or workshops that are related to the employee's job. If the employee's attendance is pre-approved by the supervisor, attending the convention or workshop is counted as working time. If the employee's attendance is not pre-approved by the supervisor, the conference or workshop is not working time and the employee must use vacation or personal leave to attend.
  - (1) If the conference or workshop is out of town, supervisors should be aware issues regarding [travel time for non-exempt employees under the Fair Labor Standards Act \("FLSA"\)](#).
- c) Contract employees may not "trade" work days identified on their work calendars for non-working days without approval from Human Resources. Work days identified on the work calendar are the days it is most beneficial to the district for the employee to work. Employees should use appropriate leave if they are unable to work on a scheduled work day.

## 2. **Workweeks**

The workweek is determined by the district; employees and/or supervisors do not determine the configuration of their own workweeks.

- a) A workweek consists of seven, consecutive 24-hour days. For most district employees, the workweek begins one minute after midnight Friday and ends at 12 midnight on the next Friday.
  - (1) A 1.0 FTE equals 40 hours/workweek for non-exempt employees. Most 1.0 FTE non-exempt employees work eight hours per day, five days per week.
  - (2) While exempt employees must work the time required to fulfill their job responsibilities, eight-hour days are usually a minimum work day for 1.0 FTE exempt employees. Acceptable workday lengths for exempt employees are determined primarily by their current workloads and defined at each school or worksite with oversight by Human Resources.
- b) Some departments participate in a flexible work week schedule ("flex

schedule”). For Auxiliary Services and Facilities Services employees on a flex schedule, the workweek begins mid-shift on Friday and ends at mid-shift the following Friday. Even under a “flex schedule,” non-exempt employees must be compensated at time and a half for all hours actually worked over 40 in the workweek.

### 3. **Work Schedules**

#### a) **FTE**

An employee’s FTE is a decimal number representing the percentage of 40 hours that an employee has been hired to work during a workweek. For example, a 1.0 FTE means that an employee is scheduled to work 40 hours per week; a 0.5 FTE means the employee is scheduled to work 20 hours per week, etc.

(1) Because starting and ending times vary between departments and worksites, the Administrator of each department and school will determine daily start and end times for employees as applicable to their positions. The district reserves the right to modify an employee’s starting and quitting time as well as the number of hours worked to accommodate district needs and in accordance with applicable law.

#### b) **Reporting Time Worked**

Non-exempt classified employees (contract and hourly) must account for their time worked. Hours worked must be reported through the district’s electronic time clock system and automatically reported to Payroll. Employees are responsible to know their work schedules and to clock in and out according to time actually worked.

(1) Falsification or misrepresentation of hours worked, whether by a supervisor or the employee himself, may subject the employee who falsified or misrepresented the hours worked to discipline, which may include termination.

(2) Non-exempt employees (contract or hourly) are not permitted to take work home unless approved in writing by their supervisors.

#### c) **Overtime for Non-Exempt Employees**

“Overtime” is defined as time worked in excess of 40 hours during a workweek. **Overtime hours, overtime pay, and compensatory time apply only to positions that are non-exempt from the minimum wage and overtime provisions of the [Fair Labor Standards Act](#).**

(1) All time worked for non-exempt employees, including overtime, is tracked by the district’s electronic time clock system.

(2) The district is required by law to pay overtime hours on the paycheck that covers the workweek in which the overtime was worked. Negotiated provisions regarding overtime for classified contract employees in non-exempt positions may be found in the [Classified Employee Negotiated Agreements](#).

(3) Overtime Pay Rate. Overtime hours are paid at a rate of 1.5 times the non-exempt employee's regular pay rate.

(a) Compensatory Time Available for Non-Exempt, Contract Employees. As a form of overtime compensation, non-exempt contract employees may elect to be "paid" overtime in compensatory time (also referred to as "comp time"). A non-exempt contract employee who elects compensatory time as payment for overtime hours worked receives time off from work equal to 1.5 times the number of overtime hours worked in the workweek instead of receiving overtime pay.

(i) Compensatory time is available only to those non-exempt, contract employees who have affirmatively elected compensatory time at hire/rehire or during the annual election period, which usually occurs May through June each year. If there is not an election on file in the Payroll system showing that a non-exempt, contract employee elected compensatory time, all overtime hours worked must be paid as overtime pay.

(ii) Even if a non-exempt, contract employee elected to receive compensatory time, the supervisor, at his discretion, may pay the employee in overtime pay in lieu of allowing the employee to take comp time if the budget allows.

(iii) After hire/rehire, annual compensatory time elections are made once per year through [Employee Online](#). Non-exempt, contract employees may change their overtime election during the annual election period May through June, and it will be effective July 1.

(iv) A supervisor shall not require a non-exempt, contract employee to elect compensatory time in lieu of overtime pay and shall not require an employee to take compensatory time if the employee did not freely elect it.

(v) The amount of compensatory time earned will be computed by the District's electronic time clock system.

(vi) Compensatory time earned under a current election should be taken as soon as possible and must be taken within 60 calendar days of accrual. All compensatory time off must be taken within the fiscal year it is earned and cannot be carried forward into a new fiscal year unless approved by Payroll. Compensatory time not used within 60 days will be cashed out.

(4) **Pre-Approval of Overtime.** Because of the substantial economic impact to the district, overtime work is appropriate only under circumstances of critical need and only with the prior approval of the supervisor who has budget authority.

(a) A non-exempt employee shall not work overtime upon his or her own initiative. Before working over 40 hours in a workweek, a non-exempt employee must get prior approval from his supervisor first. **Non-exempt employees, who work overtime without prior approval from a supervisor, will be compensated for their overtime but may be subject to discipline, up to and including termination.**

(5) **The Effect of Leave and Other Non-Working Time on Overtime.** When an employee is on sick leave, vacation, holiday, or any other non-working time during the workweek, these hours do not count for purposes of determining whether the employee worked overtime.

d) **No Volunteer Hours**

An employee may not "volunteer" to work any hours in their regular position(s) without pay and may not waive his right to overtime compensation by either working "for free" or by agreeing to work overtime at the regular pay rate.

e) **Breaks for Non-Exempt Employees**

There are no laws, agreements or policies that require breaks during the workday. However, it is reasonable that a break may be appropriate for non-exempt employees. If the supervisor in the school or department decides to allow non-exempt employees to take formal break times of 15 minutes or less, the supervisor will determine when they occur based on school or department needs.

(1) **No Accumulated Break Time.** Breaks cannot be combined with other breaks or the lunch hour. Breaks shall not be accumulated to modify an employee's regular work schedule. In other words, a non-exempt employee may not forego breaks to start later than the normally scheduled

start time or to leave earlier than the normal end of the scheduled work day.

(2) Break Time is Paid. If allowed by the supervisor, breaks that are 10-15 minutes in length are counted as time worked, so non-exempt employees are not required to clock in/out.

(a) Extending breaks beyond 20 minutes without supervisor approval is not permitted, and may subject the employee to discipline, up to and including termination.

(b) Non-exempt employees who take a break lasting longer than 20 minutes may be docked pay for the time spent on break.

(3) For contract classified employees, additional negotiated provisions on breaks may be found [Classified Employee Negotiated Agreements](#).

f) **Meal Periods**

As with breaks, there are no laws that require the district to provide employees with a meal period. For non-exempt employees not covered by a specific negotiated provision on meal periods, their work schedules include a meal period between 30 and 60 minutes long if the employee is scheduled to work at least six hours per day. In general, a lunch period is not scheduled for non-exempt employees working less than 6 hours per day.

(1) Employee meal periods are scheduled mid-shift to give employees time away from work in the middle of their scheduled working time.

(2) Meal Period is Unpaid for Non-exempt Employees. Meal periods are provided to non-exempt employees, to provide time when they are completely relieved from work duties and that are long enough to eat. Non-exempt employees are not paid during their meal times (of at least 30 minutes). If they are relieved of all work responsibilities, non-exempt employees must clock out for lunch.

(a) Meals Must Be Duty Free. A non-exempt employee must be completely relieved of all duties during the meal period; otherwise, the non-exempt employee must be paid. Non-exempt employees are not relieved of work duties if they are required to perform any duties, whether active or inactive, while eating. Non-exempt employees are advised to leave their work stations during meal time to avoid any question of whether or not they are on/off duty.

(b) Non-exempt employees may be subject to discipline if they do not follow a supervisor's directive to leave the work station

and/or to remain duty-free during the meal period.

(3) In general, non-exempt employees are presumed to eat during their meal periods and are discouraged from eating meals at their work stations outside of the scheduled meal period.

(a) Exempt employees do not have a scheduled lunch period, except for employees paid on the Teacher Salary Schedule per their negotiated agreement. No exempt employee is required to clock in/out for lunch periods.

(4) Accumulation of Meal Time is Prohibited. As with breaks, non-exempt employees may not skip scheduled meal periods to shorten their work days. Also, non-exempt employees may not accumulate break time to extend their meal periods.

(5) Contract classified employees should refer to the [Classified Employee Negotiated Agreements](#) for negotiated provisions on Meal Periods.

g) Any questions regarding working time, overtime, compensatory time, breaks or meal periods should be referred to the supervisor or to the Human Resource department for clarification. Provisions of the [Fair Labor Standards Act](#) is another resource. Contract classified employees and contract employees paid on the Teacher Salary Schedule, may have additional negotiated provisions regarding meal time as detailed in the [Classified Employee Negotiated Agreements](#) or the [Teachers' Written Agreement](#).

## V. BENEFITS

### A. LEAVE

#### 1. Paid Leave

Paid leave is allotted to contract employees only with specific negotiated provisions found in the [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), and the [Administrators' Written Understanding](#). Leaves of absence may be granted under procedures in this handbook and/or under state and federal law, such as leave under the [Family and Medical Leave Act](#). Contract employees accrue and/or may use paid leave for incidental reasons during each fiscal year. (Hourly employees do not accrue paid leave.) Detailed information regarding paid leave accruals is available in the Attendance section of this handbook. The types of paid leave that are available for use to contract employees as provided by the district or negotiated include:

- a) Sick leave;
- b) Personal leave;
- c) Jury duty leave;
- d) Vacation (for those working 12-month calendars); and
- e) Bereavement leave.

#### 2. Military Leave

The district complies with the [Uniformed Services Employment and Re-employment Rights Act \(USERRA\)](#). The district also permits contract employees to use vacation days for short-term military assignments, such as National Guard camp. Negotiated provisions regarding military leave for contract employees may be found in the [Classified Employee Negotiated Agreements](#) and the [Teachers' Written Agreement](#).

#### 3. Reporting Absences

Employees must report absences or tardiness to their immediate supervisors as early as possible but no later than the beginning of their shifts. Employees must also get pre-approval from their supervisors if they wish to leave work early. Employees should ask their supervisors about leave reporting procedures for their departments and schools.

- a) Supervisors are responsible to report absences and/or leave taken by hourly employees, contract classified employees and administrators to Payroll using the time and attendance system. Contract employees paid on the Teachers Salary Schedule must report their absences through SubFinder.
- b) Some leaves must also be approved by and reported to Human Resources, such as leave under the Family and Medical Leave Act.
- c) Reporting Requirements for Long Term Leaves. Exceptions to the leave reporting requirements above may be made in cases of extended absences, when it may not be necessary for an employee to report his/her absences on a daily basis. The immediate supervisor will inform the employee of the proper

reporting procedure during the employee's initial contact when starting an extended leave.

d) **Verification of Illness.** The district reserves the right to require written medical verification for the use of sick leave, whether paid or unpaid. An employee's physician may need to attest to the employee's physical condition and ability to perform essential job functions. At the district's request, written verification of an employee's absence may be subject to review by a physician of the district's choosing.

## 5. **Leaves of Absence**

A leave of absence is a temporary suspension of working for a stated period of time. Leaves of absence may be granted with or without pay, depending upon the nature of the leave granted. The types of leave available and an employee's right to reinstatement will vary according to leave type, duration, and the reason for which the leave is granted.

### a) **Leave Under the Family & Medical Leave Act**

An employee may qualify for unpaid leave under the [Family and Medical Leave Act \("FMLA"\)](#).

(1) **Eligibility.** An employee may be eligible for leave under the FMLA if the employee has been employed by the district for at least 12 months and if the employee has actually worked at least 1250 hours in the immediately preceding 12-month period. FMLA leave is available to all qualifying employees regardless of whether they are provisional, career, or temporary, contract or non-contract.

(2) **Duration and Reasons for Use.** FMLA leave may be granted for up to 12 work weeks for the following reasons: an employee's own serious health condition, the birth or adoption of a child, and an immediate family member's serious health condition. Employees may also qualify for 12 weeks of leave under the FMLA for any qualifying [exigency](#) arising out of the fact that the spouse, or a son, or daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. An employee may also qualify for up to 26 weeks of leave to care for a spouse, son, daughter, or parent on active duty in the Armed Forces in support of a contingency operation.

(1) FMLA leave is unpaid leave unless the employee has accrued paid leave to use during all or part of the FMLA leave period. In that case, the

District requires employees to use available paid leave concurrent with their FMLA leave.

(a) Non-exempt employees with compensatory time balances must use their compensatory time during their FMLA leave period. Any paid leave balances (sick leave, personal leave, and vacation) will be used next.

(4) Job Reinstatement. Employees returning from FMLA leave within 12 weeks (or within 26 weeks for military caregiver leave) will be reinstated to their same or equivalent position.

(5) Applying for Leave Under the FMLA. Employees requesting FMLA leave must complete a [Leave of Absence Application](#) and Certification of Health Care Provider form ([for self](#) or [for a family member](#)) and are required to give 30 days' advanced notice of the need for the leave. In emergency situations, the employee should give as much notice as practicable.

(6) For more information on FMLA leave, contact [Human Resources](#).

b) **Other Medical Leaves**

In addition to leave under the FMLA, contract employees may qualify for other medical leaves. A long-term medical leave of absence for up to a total of one (1) calendar year may be granted for illness or recuperation not covered by sick leave. Contract employees may apply for a long-term medical leave of absence with the [Human Resources Department](#) at least 30 calendar days prior to the date on which the leave would begin or as soon as practical under the circumstances. A [Leave of Absence Application form](#) and other leave forms are available on [HR's Forms Page](#). See the [Classified Employee Negotiated Agreements](#), the [Teachers Written Agreement](#), and the [Administrator Written Understanding](#).

c) **Other Leaves**

Contract employee may qualify for other long-term leaves of absence for up to one (1) calendar year for infant/child rearing, and other reasons as provided by negotiated agreement. See the [Classified Employee Negotiated Agreements](#), the [Teachers Written Agreement](#), and the [Administrator Written Understanding](#).

e) **General Parameters for Leaves of Absence.**

(1) Use of Compensatory Time and Paid Leave Balances. Employees must cover their leave of absence with any compensatory time balances (non-exempt employees only) and their own paid leave balances as

appropriate for the leave reason. Contract employees may also be granted paid days from the sick leave bank, if eligible and if approved by Human Resources.

(a) A maximum of 120 working days (960 hours) of a combination of compensatory time balances, accrued paid leave, and sick leave bank days, prorated based on FTE, will be used to cover the leave of absence. Non-exempt employees must use compensatory time first. If the leave extends beyond 960 hours, unpaid leave will be used.

(2) Treatment of Leave Accruals. The employee's leave accruals (sick, personal, vacation) will be suspended while the employee is on a leave of absence unless the leave qualifies under the Family and Medical Leave Act (FMLA).

(2) Group Insurance Coverage. Contract employees on a leave of absence are covered by the district's health and accident insurance policy (dental where applicable) for no longer than the end of the month following the first 12 workweeks of the leave of absence. If the employee's leave of absence is granted for and extends beyond 12 workweeks, the employee's flexible spending, medical, and dental coverage will terminate at the end of the month following 12 workweeks, at which time the employee may elect COBRA continuation coverage.

(a) Employees who exhaust all paid leave during the first 12 workweeks of their leave, shall make arrangements with the Benefits Coordinator to pay their portion of the medical or dental premiums or any amounts due under their flexible spending arrangement.

(4) Employees, who become ill or disabled while on a leave of absence, are not entitled to additional sick leave pay and are not eligible for disability benefits under the district's group long term disability policy.

(5) Conditions for Return to Work. Before returning from a medical leave of absence under this section due to the employee's own medical condition, the returning employee must submit a full medical release from the treating physician, indicating that s/he can perform all essential job functions.

(6) Reinstatement After Leave of Absence. An employee returning from a leave of absence timely, as indicated in the employee's leave

application, must give Human Resources at least 15 calendar days advanced notice of their return date.

a) The employee returning from a leave of absence will be returned to the same position from which the employee took leave if:

(i) the employee returns from an approved leave under the FMLA on or before the end of the FMLA leave period (no more than 12 workweeks); or

(ii) the employee returns before using all available compensatory time, available paid leave balances, and granted days from the sick leave bank, up to a maximum of 120 working days.

b) Employees returning during an unpaid portion of the leave of absence that is not protected by FMLA are not entitled to the position from which they took leave and may be returned to another available position within the same job classification (if available).

(i) A career contract employee returning under these conditions will be returned to the district's employ only if there is an opening within the job classification held at the time of leave. If no opening is available when the employee returns from leave or is medically released, the employee will be returned to the next available opening within that classification if such opening occurs within 60 days of the employee's scheduled return date (or date of full medical release). For additional negotiated provisions on return to work, see the [Teachers' Written Agreement](#).

(ii) If more than one career, contract employee is returning from a long-term leave and is qualified for reinstatement to a given position, the employees will be assigned to the open position(s) in order of the date they specified their return or when they are medically released to duty, if applicable.

c) Salary Schedule Placement. Upon the timely return from a leave of absence, the career, contract employee shall be placed on the step and lane of the salary schedule he/she was on prior to taking such leave unless the employee had completed more than one half of his/her contract year. In this case, the employee shall be placed on the next step and appropriate lane of the salary schedule (provided steps were negotiated) unless he/she returns during the same contract year.

(7) See the [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), and the [Administrators' Written Understanding](#) for more specific provisions on long term leaves that may go beyond the parameters listed here.

## **B. GROUP INSURANCE PLANS**

### **1. Eligibility**

Contract employees are eligible to participate in our group medical, dental, long term disability, and life insurance plans. Eligibility and monthly premium amounts are negotiated by the employee associations and are subject to the insurance contract between the district and the carrier. Information on all group insurances is available on the [Benefits web page](#) or through the Benefits Coordinator at 801-578-8422. For all negotiated provisions on group insurance plans and retirement, contract employees should read [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), and the [Administrators' Written Understanding](#).

a) Medical Insurance. Medical coverage is available at group rates for all eligible contract employees and their dependents after a waiting period as negotiated.

(1) Medical Insurance Waiver. Eligible employees who are covered under another group health insurance plan (through the employer of a parent or spouse, or through the military, etc.) may waive coverage under the District's medical plan and receive a monthly [Flexible Spending Account](#) contribution from the district. Employees waiving medical coverage may still be covered under the district dental plan.

(2) Medical Coverage after Retirement. Subject to availability, employees may be covered by the district's group medical plan after retirement, as provided by negotiated agreement.

b) Dental Insurance. Dental coverage is available for all eligible contract employees and their dependents after a waiting period as negotiated.

c) Life Insurance. The district provides life insurance coverage for all contract employees. To read more about life insurance available for contract employee groups, go to the [district's Benefits page](#).

d) Long Term Disability Insurance. Long Term Disability ("LTD") insurance, provides partial salary replacement if a covered employee is not able to work in his/her current occupation after an initial elimination period has been exhausted.

(1) All employees who are eligible to participate in the Utah Retirement Systems ("URS") may participate in the District's LTD coverage. To enroll

in this coverage, contact the [Benefits Coordinator](#) at 801-578-8422.

(a) Hourly employees must purchase this insurance by paying the entire monthly premium.

(b) Most contract employee groups are covered by the district's LTD coverage, but some are required to pay the monthly premium.

(2) Medical Premiums Waived. While an employee is receiving LTD benefit payments, the district will waive the employee's share of the medical plan premium for up to 24 months.

(3) Concurrent Long-Term Leave. During the first 12 months, an employee is off work and receiving LTD benefits, the district will place the employee on a 1-year, unpaid leave of absence. If the employee is unable to return to work at the end of this period, the district will terminate the employee.

(4) URS Service Credit. When an employee is approved for LTD benefits, s/he will continue to accrue retirement service credit if s/he participates in Tier I of URS. Those employees participating in Tier II of URS will not continue to accrue retirement service credit while receiving LTD benefits.

(e) Flexible Spending Accounts. [Flexible Spending Accounts \(FSAs\)](#) are another benefit available to employees who are eligible to participate in our group insurance plans. An FSA is a tax-advantaged savings account set up through the district. An FSA allows eligible employees to set aside a portion of their earnings to pay for qualified medical or dependent care expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in a substantial payroll tax savings.

(1) Employees wishing to establish a traditional FSA or district paid FSA must make their election in writing every year by the last day of the Open Enrollment period. For more information on FSAs and FSA contribution election deadlines, contact the Benefits Coordinator at 801-578-8422.

## 2. **Benefits Waiting Period**

Newly-hired contract employees are eligible to enroll in our group benefits after an initial waiting period as negotiated in the [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), and the [Administrators' Written Understanding](#).

3. **Initial Enrollment**

When first enrolling in any of the district's group benefits plans, an employee must submit enrollment forms within 31 days after the date of eligibility. Employees who do not appropriately enroll dependents may not request retroactive coverage.

4. **Open Enrollment**

Each year, eligible employees have an opportunity to change their insurance coverage, including (1) enrolling in a plan the employee has been eligible for but has not yet enrolled in; (2) changing from one plan design to another; (3) and adding and/or dropping eligible dependents. Employees make most of these annual changes on [Employee Online](#) during the designated Open Enrollment period. Changes made during Open Enrollment are effective on the first day of the Plan Year, which is currently September 1.

5. **COBRA Continuation Coverage**

[COBRA continuation coverage](#) is available to employees and dependents for qualifying events, so long as the employee or dependents have been covered under the district's medical or dental plans. The most common qualifying events for employees are loss of coverage due to termination of employment or reduction of hours below the amount required to maintain benefits. Some qualifying events for dependents may be loss of coverage due to divorce, death of the covered employee or, reaching an age where the dependent may no longer be covered under the plan.

a) Employees and/or dependents who choose to participate in our group medical and dental plans under COBRA must pay 102% of the entire monthly premium. For more information on COBRA coverage, contact the district's Benefits Coordinator at 801-578-8422.

6. **Supplemental Benefits**

Contract employees may wish to participate in optional supplemental benefits.

a) Employee Welfare Association (EWA). Participating employees each contribute \$5.00 to the beneficiary upon the death of an employee who was an EWA participant. There are no regular monthly employee contributions. The total amount of the benefit paid will depend upon the number of members of EWA at the time of death.

b) Other Supplemental Insurances. Other insurances, such as supplemental and dependent life insurance and cancer insurance are available from an approved supplemental provider. For more information on plans that are approved for payroll deduction, contact the Benefits Coordinator at 801-578-8422.

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## **C. RETIREMENT THROUGH UTAH RETIREMENT SYSTEMS (“URS”)**

### **1. URS**

Retirement plans for district employees are provided by the [Utah Retirement Systems \(“URS”\)](#). URS is a separate entity from the district and provides retirement plans for the State of Utah, other school districts, the State of Utah, counties and municipalities. An employee’s eligibility to participate in a URS retirement plan depends on whether the employee works in a benefitted position.

- a) **Contract Employees.** Contract employees, who work an average of 20 or more hours per week over their scheduled work year (9 months or 12 months), are eligible to participate in a state retirement program through URS.
- b) **Hourly Employees.** Hourly employees who were URS-eligible before July 1, 2013, continue to be eligible to participate in state retirement through URS so long as they work an average of 20 hours per week throughout the scheduled work year. Hourly employees who were not URS eligible before July 1, 2013, are not eligible to participate in URS after July 1, 2013, regardless of the number of hours worked.

### **2. Deferrals**

A non-contributory retirement system is a retirement plan funded by employer contributions and includes contributions made by the district on an employee’s behalf.

- a) **Tier I:** Tier I refers to the URS retirement plans that apply to employees whose original hire date with any URS participating entity is BEFORE July 1, 2011. Tier I provides employees with (1) a defined benefit pension plan AND (2) a defined contribution/tax deferred retirement plan (401(k) or 457 Plan).
- b) **Tier II:** Tier II refers to the URS retirement plans that apply to employees whose original hire date with any URS participating entity is AFTER June 30, 2011. Tier II provides employees with the option to participate in a hybrid plan (defined contribution plan with a defined benefit plan) or a defined contribution plan only.
- c) All employees who qualify for retirement contributions may find deferral information at [URS.org](http://URS.org).

### **3. Vesting**

Employees in both Tier I and Tier II of the URS systems vest in URS’s pension, 401(k), 457, Hybrid, and Defined Contribution plans after 4 years of service in any

combination with URS participating entities. To learn more about the retirement system, click on the links below:

- a) [Tier I](#) (employees new to URS before July 1, 2011)
- b) [Tier II](#) (employees new to URS after June 30, 2011)

**4. Prior to Retirement**

Employees who are getting ready to retire should consult with the [URS office](#) prior to their retirement date to review procedures, application for benefits or other matters which may be needed to facilitate a smooth and easy transition into retirement.

**5. Medical Coverage after Retirement**

Eligible contract employees may be covered by a district group medical plan after retirement. Information on Early Retirement, Medical Retirement, and a self-pay option is available in the [Classified Employee Negotiated Agreements](#), the [Teachers' Written Agreement](#), and the [Administrators' Written Understanding](#).

***D. 403(b) TAX SHELTERED ANNUITY***

As an employee of a school district, you may have the opportunity to save for your future in a 403(b) tax-deferred retirement savings program. Remember, 403(b) plans are meant to encourage long-term retirement saving, so income taxes are paid at withdrawal when you may be in a lower tax bracket and if withdrawn before age 59½ might be subject to federal restrictions and a 10% tax penalty. For additional information about participation, investment options and more, please [read the information on 403\(b\) plans on the District web page](#).

## **VI. HEALTH AND SAFETY**

***A. IDENTIFICATION BADGES, SECURITY AND TIMEKEEPING***

1. To maintain the security of students and employees the district issues identification badges to employees. Employees may also use these badges to clock in and out during an employee's work shift, using the electronic time and attendance system.
2. Supervisors must report lost or damaged ID badges to Human Resources immediately for employees under their supervision, so the badge can be deactivated in the security system and so a replacement badge can be made. There may be a \$10.00 replacement fee, to be paid by the employee, for the replacement of lost or damaged badges. The badge is district property and must be returned upon termination of employment.

3. Employees must not loan their badges to anyone, including other employees. Employees should not use their badges to allow unknown and/or unidentified persons to enter the premises. Failure to observe these safety regulations could endanger the safety and security of other employees and students and could subject the employee to discipline, up to and including termination.

## ***B. WORKERS' COMPENSATION BENEFITS & WORK RELATED INJURIES***

1. Coverage. Any employee who sustains an injury as a result of a work-related incident is covered under [Utah's Workers' Compensation law](#).
2. Reporting. Any employee injured at work should report the injury, no matter how slight, to his/her supervisor immediately. An employee may lose rights if the injury is not reported promptly and according to procedures. It is the employee's responsibility to complete the Employer's First Report of Injury form within 48 hours of the incident. For information and forms, contact the Workers' Comp representative at 801-578-8370.
3. Medical Treatment. If an injury is severe or life threatening, paramedics should be called, and the employee should be taken to the nearest hospital. In all other cases, if an employee seeks medical assistance, the employee must first go to one of the designated clinics as listed on the Workers Compensation posters in each work area or as directed by your supervisor.

### Approved Clinics

WorkCare 2390 So. Redwood Rd. Salt Lake City, UT	Salt Lake Industrial Clinic 441 So. Redwood Rd. Salt Lake City, UT	SL Regional Med. Center Holy Cross Hospital 1050 East So. Temple Salt Lake City, UT
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4. Compensation. Employees may receive Workers' Compensation benefits for injuries and lost wages as provided under Utah Workers' Compensation law. To make up the difference in wages, contract employees may use earned sick leave to cover time not worked that is not covered under Worker's Compensation. Classified contract employees should refer to the Workers' Compensation section of the [Classified Employee Negotiated Agreements](#) for more details on negotiated provisions related to Workers' Comp.
5. The district may offer temporary, transitional duty to employees who are unable to perform essential functions of their regular position for up to 90 calendar days. This allows the employee to keep working in a limited capacity until further/final evaluation by the doctor and/or a release back to full duty.

6. Workers Compensation and Retirement. Employees on leave due to an on the job incident and who are receiving worker's compensation wages do not accrue retirement service credit.



**SALT LAKE CITY**  
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The Salt Lake City School District prohibits discrimination based on age, color, disability, gender, gender identity, national origin, pregnancy, race, religion, or sexual orientation in its programs and activities. The following person has been designated to handle inquires regarding non-discrimination policy: Kathleen Christy, Assistant to the Superintendent, 440 East 100 South, Salt Lake City, Utah 84111, 801.578.8251. You may also contact the Office for Civil Rights, Denver, CO, (303)844-5695.