

The Salt Lake Educational Office Personnel Association (SLEOPA)
Master Negotiated Agreement
2017-18

i. Hours and Overtime

- a. Hours
 - i. SLEOPA: Each school will be allocated extra hours to be used by contract secretaries (at their current hourly rate of pay) during the year as needed according to the following schedule:
 - 1. Elementary & Intermediate - 36 Hours
 - 2. High School - 80 Hours
 - ii. SLEOPA: Any extra hours which are not used during the current year may be carried forward to the next year providing the total does not exceed 125% of the original allotment.

ii. Compensation

- a. **Cost of Living Increase:** There will be a 2.54 % cost of living adjustment for the 2018-19 contract year.
- b. **Gross Step and Lane:** The district will fund steps and lanes for the 2018-19 fiscal year.
- c. **On-Going Stipend:** A 1% stipend for employees currently on top step of salary schedule to be paid in November
- d. **Effective Date of Increases:** Negotiated salary increases for the contract year will become effective the first working day in July.
- e. **SLEOPA: Salary Schedule Structure:** There will be a 5 step salary schedule with a 20% range.
- f. **Ten Month Employees' Pay Cycle:** 10-month contract employees shall be given the option of receiving their pay on a 10-pay cycle (October through July) providing they apply in writing on appropriate forms in Personnel Services no later than August 1st. This would not apply to employees working a "year-round" schedule.
- g. **Pay Period and Pay Days:**
 - i. To alleviate the need for a three-week lapse between paydays in July every seven years, it is agreed that all twelve-month classified personnel will be paid on a semi-monthly pay sequence beginning July 1, 1987. The pay periods will be from the first through the fifteenth day and the sixteenth through the last day of each month. Checks will be released on the first and the sixteenth days of each month unless either of these days fall on a weekend. In such cases, payday will be on the Friday before.
 - ii. Whenever the bi-weekly payroll falls on a paid holiday, on the last working day prior to that holiday, all classified personnel will received their paycheck by noon.
 - iii. **Overtime Authorization**
 - i. Time and one-half will be paid for emergency work over 40 hours when authorized by the Superintendent of Schools.

iii. General Provisions

- a. Classified Employee Handbook Revisions:
 - i. The Classified Employees Handbook (embodying Board approved rules, regulations, and policies) will be updated when appropriate to include newly negotiated materials as well as other materials previously negotiated and agreed upon by the Association and the Board.
 - ii. The 2002 version of the Classified Employee Handbook will continue to be in force for 2010-11.
- b. Job Titles
 - i. SLEOPA: The title of Secretary/Clerk (Level III) shall be changed to Secretary.
- c. School Improvement Councils and School Community Councils
 - a. School Improvement Council Representation: Each district School Improvement Council shall include representation of at least one classified employee from that school. That classified employee(s) shall be elected by the classified employees from that school.
- e. Filling Vacancies:
 - a. It is proposed that the Board continue the procedure of publishing vacancies that occur within the ranks of classified employees of the Board of Education to provide that they may apply for transfer to the vacant positions. When considering transfers for vacancies or promotions, those presently in the Board's employ should be given preferential consideration with regard to the employee's skills, the needs of the school district, and finally, to seniority.
 - b. Mobility and Promotion: Vacancies will be posted to district office personnel through the district's E-Mail system.
 - c. When vacancies occur, transfer requests, applications, and or resumes are judged on the basis of the applicant's qualifications, job performance, and the needs of the district. Employees qualified for an advertised position will be guaranteed an interview) and qualifications being substantially equal, the decision will be made in favor of the Board employee.
 - d. SLEOPA: In filling Office Personnel vacancies, consideration shall be given to qualified employees who meet the needs of the district and whose position with the district has been or is projected to be eliminated.
 - e. When an employee changes work assignments (applies and is selected) to a vacant position within the district, she/he has the right to negotiate her/his salary with the supervisor for that department within district salary and budget guidelines. (This does not apply to positions which have been reclassified.)
- f. Negotiations Communications: The Personnel Office will annually communicate all newly negotiated items to all office personnel employees by October 1 of each year.
- g. Voluntary Resignation or Retirement Early Notification Stipend
 - a. Contract classified employees with ten (10) consecutive years of service or more in the district are eligible to receive a \$200 early notification stipend upon providing Human Resources with 60 days or more written notice of the employee's voluntary departure from the district. A maximum of 25 employees per year are eligible to receive this stipend. If the district determines that the

early notification stipend is beneficial to the district, the 25-employee cap will be re-evaluated and may be increased.

iv. Holidays

- d. **RECOMMENDED POLICY FOR 12 MONTH EMPLOYEES:** It is recommended that the following days be observed as holidays:
 - i. New Years Day
 - ii. Washington's or President's Birthday Memorial Day
 - iii. July 4th
 - iv. July 24th
 - v. Labor Day
 - vi. Thanksgiving Day
 - vii. Christmas Day
 - viii. 1 day during fall recess
 - ix. 1 day during spring recess day before Christmas
 - x. day before New Years Day
 - xi. day after Thanksgiving
 - xii. 1 or 2 floating holidays - to be determined by agreements between employees and management
- e. No pay in lieu of holidays will be granted.
- f. Employees resigning or terminating will not be compensated for holidays not taken.
- g. Company observed holidays falling within an employee's vacation will be added to vacation time.
- h. Holidays which fall on Sunday will be observed on the following Monday. Holidays which fall on Saturday will be observed on the preceding Friday.
- i. If an employee is asked to work on any of the days designated as holidays, he will be given another day off, at a time mutually convenient.
- j. Vacation period begins on July 1 and ends on June 31 of the following year.
- k. This vacation policy provides for the 1/2 day holiday negotiated by Office Personnel Association.
- l. Twelve-month employees will be allowed a half-day holiday prior to Christmas or New Years recesses, depending on appropriateness to the current calendar.

v. Retirement

- a. 401(k) Contribution
 - i. The District will make employee 401(k) contributions to the Utah Retirement Systems as required by law.
- b. URS Pension
 - i. The District will make employee contributions to URS Non-Contributory Retirement as required by law.
 - ii. Required Retirement Increase of 1.73% (beginning 2014-2015)
- a. Employees who retire under the provisions of the Utah State Retirement System may continue to participate in the district's health, major medical and life insurance program on a self-pay basis until the age at which they qualify for Medicare regardless of the number of years.
- b. Early Retirement Insurance Benefit:
 - i. The District will provide funding for early retirement incentive for 2 classified

employees employed by the Board for 15 years and who have at least 30 years in the Utah State Retirement System. The board shall maintain health, major medical, and life insurance benefits for early retirees and their dependents for the first seven (7) years of their retirement (beginning fiscal year 2009-10) or until the retiree is eligible for Medicare, whichever comes first. The Board and the retiree will pay the premiums in the same negotiated proportions for the group. Classified employees taking early retirement may continue to pay premiums in the same negotiated proportions for the group. Classified employees taking early retirement may continue to pay premiums at group rates on health, major medical, and life insurance for them selves and their dependents during any years following the receipt of early retirement benefits until the employee is eligible for Medicare. After this time, retired employees have the right to continue to pay premiums at group rates on a supplemental Medicare program.

ii. Buildings & Grounds, SLEOPA, and Comprehensive will use 0.12% (2008-09) of the COLA to fund one additional year for each of the two Early Retirement slots available to the participating classified associations. Thus, each post retirement insurance "slot" increases from 6 years to 7 years of insurance for slots awarded for the 2009-10 fiscal year and thereafter.

1. The District will place unused years in a "bank". When 7 years accumulate in the bank, each 7 years may be used to fund one additional slot, which may be used if more than 2 early retirement requests are made.

iii. Due to the current discussions regarding age discrimination, it is agreed to not continue discussions about this issue. However, the Classified Presidents and District Representative(s) will meet every 90 days to review the status on this issue. The first meeting is scheduled to be held September 12, 2005.

c. Medical Retirement

i. Two classified employees employed by the Board for at least 15 years and who qualify for the Utah State Retirement may be granted early retirement benefits provided it is determined by mutual agreement of the Association and the Assistant Superintendent for Human Resources that there are compelling, verifiable medical reasons to grant such retirement.

d. Upon retirement, the Personnel Office shall inform retirees of the benefits that they are entitled to under the provisions and policies of the Salt Lake City School District when appropriately contacted.

vi. Staffing and Vacancies

a. SLEOPA: It is proposed that the 3/4 time secretary in each intermediate be increased to full time or the school may use the equivalent amount for additional help.

b. SLEOPA: For School Secretaries. It is proposed that the duties of school secretaries be clearly defined as to their involvement in PTA activities, custom work for teachers, and custom work for the principals. This is to save the school, the secretary, and others involved from undue embarrassment when misunderstandings arise as to a secretary's role.

vii. Execution/Signatures

District Representatives & Date

Association Representatives & Date

APPENDIX

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

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

Employee filing grievance: _____

Date Employee became aware of the issue _____

Immediate Supervisor: _____

Representative(s): _____

➤ **Informal Discussion of the Matter**

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

- Policy or negotiated provision at issue:

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

- Resolution sought by employee:

Signature of Supervisor

Date of Meeting

Signature of Employee

Date of Meeting

Summary of Supervisor Verbal Response:

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

Was matter resolved? YES NO

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

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

Attach employee's written grievance.

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

Date of Supervisor Response

Was Grievance resolved? YES NO

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

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

Is Employee's written grievance from Step 1 attached?

Is Supervisor's written decision from Step 1 attached?

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

Date of Director/Principal Response

Was Grievance resolved? YES NO

➤ **Grievance Step 3**

Date Appeal Received: _____

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

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

Date of Determination: _____

**Remediation Plan Template
Classified Employee**

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

Supervisor: _____

Other Team Members: _____

Has this employee been through remediation before? YES NO

Performance Issue #1: _____

Performance Standard: _____

Team Assistance/Ideas/Suggestions:

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

Meeting Notes:

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

Meeting Notes:

Performance Issue #2: _____

Performance Standard: _____

Team Assistance/Ideas/Suggestions:

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

Meeting Notes:

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

Meeting Notes:

Remediation Team Evaluation Report

Employee on Remediation: _____ Report Date: _____

Supervisor: _____

Other Team Members: _____

The employee was/was not successful.

Rationale:

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