



# Common Agreement for Classified Employees and the Salt Lake City School District

*July 1, 2022 – June 30, 2027*

*Revised August 28, 2023*

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# Common Agreement for Classified Employees and the Salt Lake City School District

*This common agreement applies to contract classified employees in the four work groups of Buildings and Grounds, Child Nutrition, Office Personnel, and Transportation.*

## I. General Provisions:

### A. Definitions

**Association:** A lawful employee/labor organization, recognized by the District for purposes of collective bargaining, discussing personnel grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.

**Career Employee:** Contract employees who have successfully completed three complete years of employment from hire date given that the employee has not received a new position that is substantially different.

**Eligible Employees:** Employees within the job classification(s) in a work group. In those work groups where there are both hourly and contract employees, the District bargains with only the employees paid on contract schedules.

**Provisional Employee:** Contract employees who are (1) employed in a regular, continuing contract assignment who have not completed three years of employment; and (2) contract employees who are employed in a position which has a specific date of termination or time-limited funding. These employees do not have an expectation of continued employment beyond the date of termination specified or the termination of the unique funding.

**Recognized Representative:** The individual(s), organization or Association recognized by the District as the exclusive representative(s) of an employee group for the purposes of bargaining.

**Seniority:** Reflects years of service that the employee has provided to the District.

**Work Group:** A grouping of job classifications considered by the District as a cohesive unit. (These currently consist of Buildings and Grounds, Child Nutrition, Office Personnel, and Transportation)

### B. Term of Agreement & Negotiations

The District and the Associations agree that this master agreement entirely replaces prior agreements between the District and the various Associations and will be effective July 1, 2022.

The District recognizes the importance of this Common Agreement and in working with the recognized Classified Employee Associations related to the conditions of employment for those covered employees. The District and the Associations recognize that the Common Agreement does not change the District's obligation as established by State and Federal laws.

All parties understand that the Associations and the employees represented by the Association and the District are bound for the duration of this contract. A request to re-open discussion may come from the District or three of the four classified Association Presidents. While in effect, this agreement cannot be changed by unilateral action of either party.

#### 1. Negotiations

The District and the Associations will enter into negotiations one time per fiscal year to discuss and establish wage and benefits. With mutual agreement during the term of this contract, the District and classified employee representatives shall have the opportunity to address up to three (3) contract conditions. Additionally, each association shall have the opportunity to address one non-financial contract condition specific to that association. Both parties will agree to meet at reasonable times and confer in good faith to address those issues. Any amendment or waiver of this agreement shall be in writing and signed by the affected parties.

The District and the Associations will enter into negotiations one time every five years to discuss renewal of the established agreement. The next scheduled negotiation will be in the spring of 2027.

In the event additional compensation and/or benefits are negotiated with any other employee groups, the same will be made available to classified employee groups.

After June 15, if agreement has not been reached in negotiations, the Board or the Association, or both parties may declare an impasse. Immediately after declaration of impasse by either party, the Board will invite the Association to participate in mediation using the services of the Federal Mediation Conciliation Services. The role of the mediator will be to facilitate communication. All costs associated with mediation will be shared equally by the Board and the Association. If mediation is not completed or otherwise terminated within forty-five (45) days after appointment of a mediator, further mediation may continue at the discretion of the Board.

Records will be kept of the proceedings of the negotiation sessions and maintained for seven years by Human Resources. These records will be available to the officers of the Association.

#### C. Recognition & Representation

The District will require the Associations to verify that more than 50% of its respective eligible employees are dues-paying members. Employees not paid on the salary schedules affiliated with the four classified associations may join but shall not be recognized as Association



members and are not covered by this agreement. The manner and the time for meeting this requirement is enumerated as follows:

1. *Verification*

By November 1 of each fiscal year, the District will provide each Association representatives a list of its respective eligible employees.

By January 31 of that same fiscal year, each Association shall verify to the District that more than 50% of its eligible employees have been dues-paying members.

If an Association cannot verify that more than 50% of its eligible employees have been dues-paying members, the District will meet and confer with unrepresented work groups in good faith as outlined below.

a) *Meet and Confer*

During negotiations season, unrepresented work group members will be invited to a meet & confer meeting at the discretion of the district. The purpose of the meeting is to build constructive relationships and create an opportunity for work group members to exchange views and have their voices heard on topics of interest in a systematic and orderly way.

During the meeting, the district's financial package for the next year will be presented.

Employees who wish to speak during the meeting regarding compensation, benefits, hours, working conditions, and other terms and conditions of employment will be given an opportunity to sign up to speak prior to the meeting. Speakers will be allotted 3 minutes per speaker to present their topic. A maximum of 30 minutes will be allotted to speakers, and speakers will be allotted time based on the order the requests to speak are received.

The District's negotiations team will seriously consider topics presented during the speaker presentations and will provide a written response to the topics to the work group members. The District retains final authority over all decisions related to the topics presented.

The District encourages employees to discuss topics related to working conditions and other employment conditions with their direct supervisors at any time during the year. In addition, unrepresented employees shall retain the right to represent themselves or select a representative in matters related to employee relations with the District.

D. *Eligible Employees' Rights*

Employees covered by this agreement have the right to enroll and participate in an Association for purposes of representation on all matters of employee relations. Eligible employees have

the right to represent themselves or select any appropriate representative in matters related to employee relations with the District.

#### E. Classified Associations' Rights and Responsibilities

The Association agrees to represent the interests of all eligible employees in good faith. Employee Associations may place notices, circulars, and other materials on designated bulletin boards and in mailboxes.

##### 1. Association Release Time

All requests for Association release time must be made to the immediate supervisor and approved by Human Resource Services. Approval for, or denial of, such requests will be communicated to the requestor and the Association.

The work group designee(s) shall be entitled to regular meetings with the Superintendent to express views and concerns of the Associations.

The Associations will try to schedule meetings at times when a minimum number of employees must be absent from work. General meetings during work hours may be requested through the supervisor.

##### 2. Local School Improvement Council Representation

Each District school improvement council shall include representation of one (1) classified employee and shall be elected by the classified employees from that school.

#### F. Shared Governance

There will be a District-wide committee of teachers, parents, classified employees, Board of Education members, and administrators assembled to work together for resolution of questions and participation in School Improvement Councils, School Community Councils, and District department committees.

## II. Recruitment & Selection

#### A. Job Posting/Announcements

It is the Salt Lake City School District Board of Education's intent to provide a fair and competitive recruitment process. The department of Human Resources Services will be responsible to create job postings as contract positions for classified employees become available for recruitment.

Vacant contract positions will be posted for a minimum of five (5) business days. Human Resource Services will be responsible to communicate newly opened positions to employees. Vacancies will be posted to both internal and external applicants.

Employees of the District will have an opportunity to review and apply for vacant positions as they become available.

##### 1. Reorganization

In the event of a reorganization within a work group or where the outcome of a selection process would displace current employees, the district reserves the right to

create internal job postings specific to the work group. The affected employee will be informed if the result of a reorganization affects the employee's position, title, pay, or a new position is created.

#### B. Selection

The hiring supervisor will assemble an interview committee for the in-person interviews. One of the committee members must be a representative of the association (if recognized) or a member of the work group that represents the position of the vacancy. Where possible the association shall rotate committee representation. Time spent in interview committee meetings shall be paid time.

##### 1. Internal Applicants

In the event that there are applicants that are similarly qualified and that there is no clear distinction on the appropriate choice, the preference will be given to the internal applicant. In the event that both candidates are internal applicants, the hiring manager will use seniority with the District as the final decision maker.

#### C. Superintendent Transfer

The Superintendent may transfer an employee into any vacant position. Such transfers will be made in consultation with the association president (if recognized)

### III. Work Schedules, Calendars & Uniforms

#### A. Calendars

Employees will adhere to the calendar related to their contract. An Association representative from each of the work groups shall be invited to participate as a member of the Calendar Review Committee.

##### 1. Reduction in Contract Length

If the District reduces the number of days worked without a reduction in pay, the change will apply to all employees working the particular calendar.

##### 2. Additional Workdays

Contract employees may work additional days beyond their regular work calendar upon approval by their supervisor. The supervisor must determine that there is work to be completed and that there is a budget to pay for the work.

The extra day(s) must be worked on any day that is not part of the regular work calendar and that is approved by the supervisor. All additional non-contract days that are worked will be paid at the employee's contract hourly rate of pay.

#### B. Work Hours

The Association recognizes that the District retains the right to alter employee work schedules based on operational needs. When such an alteration becomes necessary, the District will seek input from the impacted employee(s) and the applicable Association, as appropriate and provide reasonable notice of the alteration.

1. Meal Periods

All employees working 6 hours or more daily will be guaranteed a thirty-minute or one-hour duty-free meal period (lunch). Meal periods are to be coordinated between the employee and the supervisor considering departmental/school needs.

C. Uniforms

Each work group that requires an employee to wear a uniform will establish a uniform procedure. The Procedure will be created by administration in collaboration with Association representative(s). Uniforms will be provided at District expense.

## IV. Compensation

A. Cost of Living Adjustment, Steps, Lanes and Stipends

Cost of Living Adjustments (COLA), Steps, Lanes (if applicable), and stipends are determined through negotiations. Stipends are not part of base pay.

B. Stipend

Employees who have been on the top step of the salary schedule for a year will receive a 1% stipend to be paid in November.

C. Longevity Pay

Classified contract employees who have completed 15 current and consecutive years as contract employees by December 31<sup>st</sup> of the current fiscal year will receive longevity pay which shall be 2% of the base contract salary (base pay) only. Longevity pay will begin on the first contract payment of the fiscal year in which the employee meets the above criteria.

D. Callback Pay

When a non-exempt employee is called back to work after their regular shift has ended and they have left for the day, the District will pay a minimum of two (2) hours for work performed. If the work exceeds two (2) hours, the employee will be paid for the hours worked.

E. Work Related Meetings

The District will compensate the employee for attendance at meetings required by their supervisor before and after regular working hours. This includes district or school committee meetings. Overtime rules will apply in the event that the meeting creates time worked over the 40 hours for the week. If an employee is not required by their supervisor to attend a meeting and chooses to voluntarily attend, compensation will not be provided.

F. Overtime/Compensatory Time

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

Compensatory time is 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"). An employee who elects compensatory time as payment for overtime hours worked will receive time off from work equal to 1.5 times the number of overtime hours worked in the workweek instead of receiving overtime pay. For information related to electing comp time, please see the employee handbook.

A supervisor, at their discretion may pay an employee in lieu of allowing the employee to receive comp time, regardless of the employee's prior election.

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.

#### G. Shift Differential

If the majority of the employee's regularly scheduled shift is between the hours of 11:00 pm MST and 7:00 am MST, the employee will receive a shift differential of \$0.18 per hour of that scheduled shift.

#### H. Holidays

Holidays are District closure days. If an employee is called into work on District closure days, the employee will receive time and one-half pay for the work performed that day.

Efficiency Fridays and weekends are not considered District closure days.

Recognized holidays are identified in the employee handbook.

### V. Benefits

#### A. Insurance

For newly hired contract employees who elect insurance coverage, the elected coverage will begin on the first day of the month after a thirty (30) day waiting period has been met.

##### 1. District Paid Flexible Spending Account

In the event any eligible contract employee elects not to accept health insurance coverage, a designated amount will go into the flexible spending (FSA) plan for that employee after submission of an enrollment application. The District will contribute a designated amount, based on negotiations, into the employee's designated FSA plan. The current amount contributed by the District is \$2,244 annually, prorated per FTE. Any fees associated with the FSA plan will be deducted from the prorated amount.

Any contract employee applying to withdraw from the health plan must first document other coverage to adopt this provision. Evidence of insurability is required prior to returning to any plan.

##### 2. Dental Insurance

Dental insurance is a District paid benefit for contract employees and their dependents and is prorated based on FTE.

##### 3. Long Term Disability

The District provides long term disability insurance for employees. To receive this benefit, eligible employees must enroll within the first 30 days of eligibility and each year during enrollment.

4. Life Insurance and Accidental Death & Dismemberment Insurance (AD&D)  
 The District provides life insurance coverage to classified employees in the amount of one times the employee's base salary up to a maximum of \$120,000 plus \$50,000, spouse life insurance in the amount of \$2,000 and Child(ren) life insurance (to age 26) in the amount of \$2,000.

Classified contract employees receive AD&D (employee only) insurance in the amount of \$50,000.

**B. Paid Parental Leave**

The District will fund 4-weeks (160 hours based on a 1.0 FTE) of paid parental leave in accordance with Board Policy and Administrative Procedures.

**C. Vacation**

The vacation accrual period begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup> of the following year.

Vacation is available to 12-month contract employees only and is accrued proportionally per pay period according to the following schedule:

<b>Years of Continuous and Current Contract Employment</b>	<b>Total Annual Hours Available for Use</b>	<b>Maximum Allowable Accumulation</b>
Date of Contract to 5 <sup>th</sup> year	80 Hours	160 Hours
Beginning of 6 <sup>th</sup> year	88 Hours	176 Hours
Beginning of 7 <sup>th</sup> year	96 Hours	192 Hours
Beginning of 8 <sup>th</sup> year	104 Hours	208 Hours
Beginning of 9 <sup>th</sup> year	112 Hours	224 Hours
Beginning of 10 <sup>th</sup> year	120 Hours	240 Hours
Beginning of 11 <sup>th</sup> year	128 Hours	256 Hours
Beginning of 12 <sup>th</sup> year	136 Hours	272 Hours
Beginning of 13 <sup>th</sup> year	144 Hours	288 Hours
Beginning of 14 <sup>th</sup> year	152 Hours	304 Hours
Beginning of 15 <sup>th</sup> year	160 Hours	320 Hours

**1. Vacation Accrual**

The vacation accrual rate is based on continuous years of employment and not based on total years accumulated as a District employee.

When the District offers an hourly employee contract employment, the hourly employee may be given one (1) year of vacation step credit for every three years of hourly service rendered if: (1) the hourly employee worked in a position requiring a minimum of 29.5 hours per week; and (2) the employee received a contract in the same job classification.

**2. Use of Vacation**

Vacation time may be taken at any time mutually agreeable to the employee and the supervisor. Supervisors may refuse to grant vacation time at specific times if the employee's absence is a particular hardship to the department or the District or the

supervisor is not advised of the specific request in time to make satisfactory adjustments within the department.

Provisions regarding the use of vacation may be adjusted in case of particular need or unusual circumstance as approved by the supervisor. If a dispute arises, employees may use the District's complaint resolution process as outlined in administrative procedures.

#### D. Leaves of Absence

##### 1. Bereavement Leave

Bereavement leave is available to classified contract employees in the event of a death of an eligible employee's immediate family member or an immediate family member of an eligible employee's spouse or domestic partner.

Immediate family member shall be defined as spouse, domestic partner, child, sibling, adult designee, parent, grandparent or grandchild or an equivalent relationship such as "step" and "in-law."

In the event of the death of an immediate family member, the eligible employee may take up to forty (40) hours (prorated based on FTE) of paid leave for bereavement and attendance at a funeral, memorial service or similar event. Bereavement leave must be taken within one year of the death of the immediate family member.

##### 2. Court Appearances/Jury Duty/Hearing Witness

An employee covered under this agreement will receive compensation for a court appearance as a witness subpoenaed by the District, the State of Utah, or the United States.

##### 3. Military Leave

The District will abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The District will permit employees to use vacation days for military leave to assist in the payment of health benefits if selected by the employee to continue health coverage.

##### 4. Personal Leave

Contract employees will be allowed two days of leave for personal need each contract year. Employees working less than twelve (12) months will be allowed to accumulate up to four (4) fully paid days of personal leave. After an employee has accumulated four (4) days, each additional unused personal leave day will be added to the employee's accumulated sick leave.

Employees contracted for less than 12 months will, at the beginning of the fiscal year after completing their 5<sup>th</sup> year of consecutive contract employment, accrue three personal leave days per year.

Employees contracted for less than 12 months will, at the beginning of the fiscal year after completing their 10<sup>th</sup> year of consecutive contract employment, accrue four personal leave days per year.

## E. Sick Leave

Sick leave is accrued proportionally per pay period and prorated per FTE according to the following schedule:

Contract Length	Days Accrued per Fiscal Year
12 Month	13
11 Month	12
10 Month	11
9 Month	10

### 1. Use of Sick Leave

Classified employees cannot use sick leave until it has accrued.

In cases of illness of any member of the employee's immediate family (as defined in the Employee Handbook) who does not reside in the employee's household, the employee shall be entitled to use up to sixteen hours per fiscal year to be deducted from accrued sick leave.

## F. Sick Leave Bank

### 1. Eligibility for Sick Leave Bank

The Classified Employee Group will have access to the Sick Leave Bank after waiting period of five working days. The waiting period will be waived for employees with 20 or more years of continuous contract service.

Eligibility shall be limited to employees with four (4) years or more of continuous contract service who have used all their accumulated sick leave.

### 2. Use of Sick Leave Bank

In any four-year period, an employee may draw no more than one-hundred-twenty (120) days from the sick leave bank.

### 3. Required Contribution

All employees who are eligible to accumulate sick leave must contribute one-half (1/2) day of their sick leave allowance at the beginning of each fiscal year.

## G. Wellness Incentive Program

### 1. Eligibility

The Wellness Incentive Program (WIP) is based on the amount of sick leave an employee has accumulated as of June 30 of each year.

Employees must maintain the minimum balance to stay at a particular level in the program. The sooner an employee enters the program, the more Wellness Pay can be earned during a career.



## 2. Selection of Incentive Options

Employees who become qualified for the Step One (1) incentive will be presented with the following options by Human Resource Services pending a 30-day waiting period from the start of the employee’s first contract day.

Once a selection has occurred, the selection will be valid with the employee for the duration of the employment and cannot be changed. Employees who do not make a selection will default to Option B.

Option A – Wellness Incentive Pay: Qualified employees receive Wellness Incentive Pay added to their base wage and paid with regularly scheduled payroll. The incentive percentages are as follows:

Incentive Level	Contract Length	Hours Accumulated	Percentage
Step 1	12 Month	936	1.0%
	10 Month	720	
	9 Month	648	
Step 2	12 Month	1352	2.0%
	10 Month	1040	
	9 Month	936	
Step 3	12 Month	1768	3.0%
	10 Month	1360	
	9 Month	1224	
Step 4	12 Month	2184	4.0%
	10 Month	1680	
	9 Month	1512	

Option B – Sick Leave Payout: Upon retirement under the Utah Retirement System (URS) provisions, employees selecting this option will be paid an amount of money equal to 21% of the value of their accumulated leave at the time of retirement. A maximum of one (1) year equivalent of contract hours will be used to calculate payment.

## H. Workers’ Compensation

An employee who is injured in the scope and course of their employment may receive the full amount of their salary for the duration of the contract year under the following condition: The appropriate part of the salary will be charged to Workers’ Compensation. The pro-rated daily balance will be charged to the employee’s sick leave. When sick leave is exhausted, the employee may become eligible for the Sick Leave Bank.

The District will make every effort to provide a “transitional duty” assignment to an employee with an occupational injury or illness as defined by the Workers’ Compensation Act. The District will offer transitional duty assignments, as appropriate, to employees injured on the job after the District receives a written release from the eligible employee’s medical provider allowing the eligible employee to return to work, noting any work restrictions.

#### I. Physical Assessment and Examination and Vaccination

The District will provide payment for pre-employment physical assessments or examination that is required. The District at its expense may require other physical assessments and examinations based on a legitimate business purpose.

The District will provide Hepatitis B shot(s) to employees who are determined to be in “high risk” positions. This determination will be made by the District’s health professionals.

#### J. Retirement

Employees who are eligible to retire shall contact Human Resource Services for assistance in appropriate processes.

The District will make employee contributions to Tier 1 or Tier 2 Utah State Retirement plans as required by law.

#### K. Early Retirement (B&G & SLEOPA)

The District will provide funding for early retirement incentive for a total of 2 classified employees from the Buildings & Grounds Association and SLEOPA. To be eligible, an employee must have been employed by the Board for 15 years and 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 or until the retiree is eligible for Medicare, whichever comes first. The retiree will pay 125% of the premiums as negotiated for the group. Classified employees taking early retirement may continue to pay premiums on health, major medical, and life insurance for themselves and their dependents during any years following the receipt of early retirement benefits until the employee is eligible for Medicare.

This benefit is only available to The Buildings & Grounds Association and SLEOPA because they jointly contributed a portion of the COLA in 2008-2009 to fund this benefit. In addition, the associations funded, 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 2009-2010 fiscal year and thereafter.

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.

#### L. Medical Retirement

Two (2) classified employees employed by the Board for at least 15 years and who qualify for the Utah State Retirement may be granted early retirement and receive medical benefits for up to five (5) years provided it is determined by mutual agreement of the Association and Human Resources that there are compelling, verifiable medical reasons to grant such retirement. Classified employees taking medical retirement may continue to pay 125% if the premiums.

#### M. Group Insurance at Retirement

Contract classified employees who are covered by this agreement and retire under the provisions of the Utah State Retirement System may continue to participate in the District's health, major medical and life insurance programs on a self-pay basis until the age at which they qualify for Medicare regardless of the number of years.

#### N. Voluntary Resignation or Retirement Early Notification Stipend

Contract classified employees who are covered by this agreement with ten (10) consecutive years of service or more in the District are eligible to receive a \$200 early notification stipend upon providing Human Resource Services 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 reevaluated and may be increased.

### VI. Employee Relations & Evaluation

#### A. Employee Personnel File

Supervisors will provide to Human Resource Services a copy of all formal written disciplinary action within thirty (30) days of the disciplinary date. Human Resource Services will maintain the documents in the formal personnel file.

An employee has a right to examine and make copies of documents in their own personnel file.

Employees may submit a written response to documents that are placed into their personnel file.

Upon written request by a classified employee, records of previous disciplinary action, which are more than four (4) years old may be petitioned to be removed from the employees' personnel file and destroyed. Exceptions to this would be egregious violations of District policy, or state and/or federal law which would lead to termination.

Employees may request that items such as continuing education, letters of recommendation, or other similar items be placed in their personnel file.

#### B. Employee Performance Evaluation

Employee evaluations are designed to encourage continuous growth and improvement. Classified employees covered by this negotiated agreement will receive performance evaluations at least annually.

The Classified employee evaluation system shall meet the requirements outlined in Utah Code. Human Resource Services will notify the Classified Employee Association Presidents prior to the implementation of changes to the Classified employee evaluation system or procedures.

A copy of the evaluation and written responses shall be included in the employee's personnel file.

## C. Remediation

The remediation program shall apply to all career contract employees. Before an employee is placed on a remediation plan, the following informal assistance procedure will be followed:

### 1. Documented Discussions with Supervisor

The employee will have had at least one documented discussion with their immediate supervisor to discuss the areas of inadequate performance and expected level of performance.

If the performance does not meet the required standard, the supervisor will hold a second documented discussion with the employee within a reasonable period of time. This discussion will specify the inadequate performance, the expected level of performance, and clearly state a time frame and the assistance the supervisor will give to the correct area(s) of concern. The employee will be notified of the outcome of the informal assistance. The informal assistance procedure may be used more than once prior to moving to the formal process.

If further action is necessary, a written notice will be given to the employee which identifies the issue(s). The written notice will be signed by the supervisor and by the employee (to acknowledge receipt).

### 2. Formal Remediation Plan

If the problem persists after attempting to resolve the concern informally, the following steps will be implemented:

#### *a) Notification of Formal Remediation*

The supervisor shall notify the employee in writing, using the Notice of Formal Remediation form. This written notification will identify deficiencies in a specific area(s) and the supervisor will schedule a meeting to deliver the notification to the employee.

#### *b) Selection of Remediation Team*

A remediation team will be formed within ten (10) working days after written notification to the employee. The team shall consist of the employee, their supervisor, a Human Resource Services representative and may include a representative of the employee's choosing.

#### *c) Development of Remediation Plan*

The remediation team shall cooperatively develop a remediation plan, using the Remediation Plan Template and listing specific interventions for overcoming the identified deficiencies.

#### *d) Review*

The remediation process shall include at least two (2) reviews by the team. These reviews will be completed after fifteen (15) working days and again after thirty (30) working days.

*e) Completion*

The remediation process shall not exceed forty-five (45) working days and may be terminated prior to its expiration date by mutual consent of all parties.

*f) Final Evaluation*

The supervisor shall issue a Remediation Team Evaluation Report to Human Resource Services within five working days of the completion of the remediation plan.

3. Salary Placement

Employees on remediation shall not be advanced on the salary schedule until satisfactory remediation has been achieved. Upon written verification of satisfactory remediation, the employee's salary will be adjusted effective that date.

4. Transfer

Employees are not eligible for transfer during the formal remediation process.

5. Retention & Termination

The decision to retain or discharge an employee will be made by the supervisor based on the outcome of the remediation plan.

6. Allowance for Remediation Assistance

Employees will be allowed the remediation process only twice for the same performance concern during their employment.

D. Settlement of Disputes

1. Grievances

The District wants everyone to work under conditions which they feel are just and fair. A grievance is a complaint by the employee or their Association representative that there has been an alleged violation, misinterpretation or misunderstanding of District policy or written agreement. The District will attempt to resolve all grievances promptly and expeditiously, in accordance with the procedure below.

No grievance shall be entertained or processed unless the informal discussion occurs within ten (10) working days after the employee became aware of the act or condition upon which the grievance is based. If the matter is not presented within such time limits, any grievance shall be considered "waived." If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the employee involved, and the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Meetings held under this procedure shall be conducted at times and places which will afford a fair and reasonable opportunity for all necessary persons, including witnesses, to attend. In any grievance meetings, all the parties directly involved shall have the right to be accompanied, advised, and/or represented by their Association

representative. If no association is recognized by the District for the employee's bargaining unit, the employee may select someone of their choice.

*a) Informal Resolution*

Before filing a formal grievance, the employee must first attempt to resolve the matter informally by discussing the alleged violation with their immediate supervisor within ten (10) working days after the employee became aware of the act or condition upon which the alleged violation is based. The employee is required to identify the specific policy or agreement which may have been violated.

The Supervisor shall have up to five (5) working days after learning of the matter to respond to the employee. If the response is not satisfactory to the employee, the employee may engage in the formal grievance process.

*b) Step One – Written Grievance*

If the matter is not resolved informally, the employee may file a written grievance with their immediate supervisor within ten (10) working days after receiving the supervisor's answer from the informal discussion.

The written grievance shall describe the nature of the grievance and the facts giving rise to it, shall identify the policy or agreement alleged to be violated and the position of the employee with respect to such policy or agreement, and shall state the specific remedy requested to resolve the grievance.

The supervisor shall have up to ten (10) working days after receiving the written grievance to investigate the matter, meet further with the employee and representatives of the Human Resources Department and the Association of needed, make their decision, and communicate their answer in writing to the concerned parties.

*c) Step Two – Appeal of Written Grievance*

If no mutually agreeable settlement is reached in step one, the employee may submit a copy of the written grievance to the next level supervisor of the department within five (5) working days after receiving the answer in step one, requesting that the supervisor's decision be reviewed by the next level supervisor.

The next level supervisor shall investigate the case, request all pertinent facts, meet with the employee (within 5 days) and communicate the decision in writing to the parties concerned within twenty (20) working days after receiving the written appeal, to try and resolve the grievance.

*d) Step Three – Appeal of Written Grievance*

If no mutually agreeable settlement is reached in step two, the employee may submit a copy of the written grievance to the Superintendent within five (5) working days after receiving the answer in step two, requesting that the next level supervisor's decision be reviewed by the Superintendent's office.

The Superintendent or designee shall acknowledge receipt, investigate the case, request all pertinent facts, and meet with the employee and communicate the decision in writing within twenty (20) working days after receiving the written appeal to try and resolve the grievance.

*e) Impartial Third-Party Hearing*

In the event that no mutually agreeable settlement is reached in the foregoing procedure, the Association representative, or employee if no Association is recognized by the District for the employee's bargaining unit, may within thirty (30) days after receiving the decision of the Superintendent or designee in step three, file a petition in the Superintendent's office requesting that the matter be referred to an impartial third-party from outside the District for review and recommendation.

Representatives of the Superintendent and the employee or Association shall agree upon an impartial third-party hearing officer from outside the District within ten (10) working days after receipt of the notice of referral. The hearing officer shall be notified of the selection by a joint letter from the District and the employee or Association requesting a date and time for the hearing.

The hearing officer shall have no authority to amend, modify, nullify, ignore, add or subtract from District policy or agreements. The hearing officer's authority shall be strictly limited to making recommendations to the Board of Education regarding only the specific issue or issues submitted in writing by the District and the employee or Association. The hearing officer shall have no authority to make recommendations on any other issue not submitted. The hearing officer shall have no power to make recommendations contrary to or inconsistent with the law. The recommendations to the Board of Education must be based solely upon the interpretation of the meaning of the facts of the grievance presented. The hearing officer shall submit a recommendation in writing within thirty (30) calendar days after the close of the hearing or the submission of the agreed-upon briefs by the parties, whichever is later, unless the parties agree to an extension.

In the hearing the employee, the Association, or the District may not present or rely on any evidence, materials, allegation, or remedy that was not presented in steps one through three unless mutually agreed upon by both parties prior to its submission.

The recommendations of the hearing officer to the Board of Education shall be advisory only. The Board of Education may implement the hearing officer's recommendations in whole or in part or may take such other action as the Board of Education deems appropriate. The Board of Education shall make a final disposition of the case within thirty (30) calendar days after receiving the recommendations of the hearing officer unless the parties agree to an extension. The decision of the Board of Education shall be submitted in writing to all parties and shall be final and binding on all parties to the grievance,

provided the Board of Education in its decision does not exceed its authority as established by law.

Expenses for the hearing officer's services shall be shared equally by the District and the Association or employee if no Association is recognized by the District for the employee's bargaining unit.

#### E. Reduction in Force

If the District, in its discretion determines that a reduction in the number of contracts offered to classified employees is necessary because of discontinuance or substantial reduction of a particular service or program, decreased student enrollments in the District, because of school consolidations, or because of the shortage of anticipated revenue after the budget has been adopted, the following procedure will be observed:

##### 1. Shared Governance Committee

A shared governance committee consisting of equal membership from the Association and the Administration will make determinations based on the results of employee performance evaluations and personnel needs.

The shared governance committee will also recommend which employees will be re-employed within the employee's job classification if a re-employment occurs because of restoring force that had previously been reduced.

If an employee is offered re-employment within their job classification and fails to respond by refusing the position, the employee will not be considered by the shared governance committee again.

If the committee cannot come to an agreement, the areas of disagreement will be submitted in writing to the Superintendent and from this document a review of the recommended reduction in force shall be conducted and adjudicated by the Superintendent of Schools. This decision is subject to appeal to the Board of Education.

The committee shall be empowered to make decisions upon the call of the committee and cannot delay such decisions beyond necessary committee meetings.

Any contracted employee who is terminated for reduction-in-force shall be paid fifteen percent (15%) of their accumulated sick leave at the time of said termination.

Employees to be terminated shall be given fifteen (15) workdays written notice.

### VII. Work Group Specific Provisions

#### A. Buildings and Grounds

##### 1. Flexible Schedule

Contract employees working in grounds and maintenance services will be permitted to work a "9/80" schedule, which is a compressed work schedule consisting of eight 9-hour days, one 8-hour day, and one day off in a two-week period. The day off and the 8-hour days will occur on alternating Fridays.



Department leadership will have the discretion to assign each employee to a schedule and may make modifications to the schedule based on District needs.

## 2. Recognition and Appreciation Program

An annual Buildings and Grounds employee appreciation celebration event will be sponsored jointly by the Buildings and Grounds Association and the administration. The arrangements will be mutually agreed upon between both parties. Contract and all hourly employees, 18 years and older, working four (4) or more hours in a regular, continuous assignment, five (5) days a week, for nine (9) months or more will be allowed time off with pay to attend. Those who choose not to attend shall report to work or be docked in pay.

Training, as approved by the appropriate supervisors, on the appreciation day, are not required to fill a full daily schedule. If the training schedule does not fill a full daily schedule, employees will not be required to return to their worksite and may be released from work duty. Employees who attend the training celebration event will not be required to make up any hours short of a regular daily schedule, either in time or leave.

## 3. Association Meetings

Buildings and Grounds employees may be excused from their work to attend up to four (4) Association meetings during the year. The Association will try to schedule meetings at times when a minimum number of employees must be absent from work.

## 4. Utah School Employees Association Convention

All employees of the Buildings and Grounds department will, when possible and without serious disruption of assigned work, be allowed to attend the Utah School Employees Association Convention for at least one (1) day. Five officers or delegates of the Association will be allowed to attend both days.

## 5. Training

The Buildings and Grounds Association may submit to the administration topics for training needed and/or desired by its members. The administration will provide training as practical.

The District will provide training for any Buildings and Grounds employee that is required to obtain the CDL or chauffeur's driver license. The District will also test the employee thereby waiving the fee for taking the driving portion of the test.

## 6. Apprenticeship Opportunities

The administration will make every effort to qualify for available apprenticeship opportunities for an apprenticeship program that will qualify the trainee for a journeyman's license upon completion. The newly licensed journeyman will be offered a contract when a job is available.

Association officers and District administrators will work jointly to develop and implement an apprenticeship program for the Buildings and Grounds employees.

It is agreed that when the District asks an employee to enter the apprenticeship program, and when the District has determined that the employee is really serious about the apprentice program, an extra step on the salary schedule will be given to the employee.

#### 7. Compensation for Call In

Employees who are called in to work and are then sent home because there isn't work shall be paid for a minimum of two (2) hours if the employee was not notified at least two (2) hours prior to the beginning of the normal shift period.

#### 8. Calendars, Hours, and Overtime

The District, in non-emergency situations, will notify an employee one week (five working days) in advance of a work shift variance.

A regular shift is defined as the time coverage is required to meet school needs.

Early starting hours for snow removal crews is considered a requirement of that job and does not qualify for automatic overtime. Should extended storm or District needs require the use of this crew beyond an eight-hour shift, this will be handled as an emergency warranting time and one half pay.

Lunch time for the custodians will be made to allow for a full hour for lunch, without interruption if possible and the custodian will be allowed to leave the grounds with permission of the principal during this lunch hour.

Time and one half shall be paid for all building rentals that require service beyond normal coverage regardless of whether they are for nonprofit or commercial use.

Either extended day emergencies or call-out emergencies will be paid at time and one half the regular rate.

Contract employees required to work emergencies on certain regularly scheduled holidays (i.e., New Years Day, Human Rights Day, Memorial Day, Juneteenth, July 4<sup>th</sup>, July 24<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day) will be paid at the rate of time and one-half.

Employees taking vacation that extends over a non-contract holiday will not be deducted vacation time for the non-contract holiday.

The Human Resources Services administrator will determine the extra pay of any employee who is substituting in a higher position. This will only be after the employee has had to work more than three consecutive days at such a higher level.

#### 9. Mileage

Employees who must use their automobiles or trucks in their employment will be reimbursed at the federal reimbursement rate.

#### 10. Contract Issuance

Contracts will be issued to employees in eligible positions upon hire.

#### 11. Election Lists

The Buildings and Grounds Association officers will be provided current election lists of eligible employees annually.

#### 12. Terminations and Reductions in Force

The District may work with the Association President or their designee when hourly employees are terminated for cause, RIFED, or considered for promotions to ensure that hourly personnel are treated fairly in these circumstances.

#### 13. National Convention Attendance

Buildings and Grounds board of directors may be excused from their work to attend regional professional development for one day of the National Education Association Education Support Professionals Conference. The essential work shall be covered and the Principal and/or Director of Buildings and Grounds will be informed prior who is attending.

### B. Child Nutrition

#### 1. Calendar

Contract employees will work according to the assigned calendar for their position (either 181-day or 242-day).

#### 2. Additional Pay for Certification

The District will fund additional pay for employees who qualify at the School Nutrition Association (SNA) certification levels identified below. The base salary schedule does not include additional certification pay. Employees receiving the certification pay must annually demonstrate to the director that they have completed the requirements to maintain the credential to maintain ongoing certification pay.

An additional \$.25 per hour will be added for professional SNA Level I certification.

An additional \$.25 for a total of \$.50 per hour will be added for professional SNA Level II certification.

An additional \$.25 for a total of \$.75 per hour will be added for professional SNA Level III certification.

An additional \$.25 for a total of \$1.00 per hour will be added for professional SNA Level IV certification.

#### 3. Staffing & Vacancies

Any employee may request reassignment to any available position in the department at any time. The request must be made in writing and submitted to the Child Nutrition Manager. The request must specify the nature of the assignment for which the employee is applying including departments, job classification, promotion, operation, and effective date of the assignment.

When classified contract vacancies occur, they shall be published in the department newsletter provided the department has received thirty days written notice. Where no

such notice has been given, and the time and nature of the vacancy allows, the district may advertise vacancies. In cases where advertising a vacancy is not feasible, the Human Resource Services office will advise the appropriate Association Officer of the vacancy.

#### 4. Promotions

For promotional purposes, when a Child Nutrition employee is adjusted in salary upward from one lane to another, the following procedure will be followed:

The employee is granted any step increment due for longevity or merit on the employee's present lane. The employee must have served on the present step for at least one half of the contract year to be entitled to a longevity step advance.

#### 5. Employee Recognition

The District sponsors an Employee Recognition Program

#### 6. Nepotism

With respect to the District's Nepotism Policy, the Child Nutrition (Food Services) operation shall be considered as individual schools and not one department. However, employees who desire to transfer or be promoted may not be reassigned as requested to a vacancy in a school where there is a relative working regardless of the employee's needs or qualifications.

#### 7. Uniforms

Employees will receive new uniforms (shirts, pants, etc.) at the beginning of the school year unless problems occur with the vendor. Jackets will be provided as needed at the discretion of the department director.

Each employee on the Child Nutrition salary schedule will receive three (3) shirts and three (3) pants the first year. Each year thereafter, the employee will receive an allowance of six (6) articles of clothing. The employee may select any combination of shirts and pants.

Employee uniforms purchased by the Child Nutrition Department are the property of the Salt Lake City School District. Uniforms that are property of the District and less than one (1) year old must be returned to the Child Nutrition Department within one (1) week upon termination of employment.

Employees are responsible for all cleaning and maintenance of their uniform.

#### 8. Additional Pay

In the event an employee is assigned by the department to work evenings, weekends, State or Federal holidays, or non-department activities, the minimum number of hours which they are required to work and/or will be paid for shall be two (2) hours. The employee will be compensated at the rate of time and one-half their hourly salary.

9. Summer Program Rate

Child Nutrition employees who work the summer program will receive summer pay adjusted retroactively to July 1<sup>st</sup> when an agreement has been reached after the new fiscal year.

10. Conference Pay

To receive pay for session attendance at the Utah School Nutrition Association convention, employees must be pre-approved to attend and validate attendance with a field supervisor or the director during the convention. Pay reimbursement will be made within two to three weeks following the convention.

11. Meeting with Director

Upon request, a monthly meeting will be held with the Association Officers and the Director to discuss pertinent problems pertaining to school food services.

12. Recipes

Employees must follow standardized recipes as set up by the central office and agreed to improve the quality of the products.

C. Salt Lake Education Office Personnel Association (SLEOPA)

1. Additional Help

Additional help is available to help school secretaries. The amount of help per school would not exceed the following schedule:

For elementary schools, three to five (3-5) full days.

For junior high schools, three to five (3-5) full days.

For high schools, five to seven (5-7) full days.

2. Overtime

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:

Elementary and Intermediate/Junior: 36 hours

High school: 80 hours

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.

3. School Secretary Duties

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

#### 4. Filling Vacancies

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.

When an employee changes work assignments (applies and is selected) to a vacant position within the District, the employee has the right to negotiate their salary with Human Resources Services within salary and budget guidelines (This does not apply to positions which have been reclassified).

#### 5. Association Functions

SLEOPA members will be allowed to attend SLEOPA functions two (2) times per contract year. The functions would begin at 3:30 p.m.

#### 6. School Improvement Councils and School Community Councils

Each District School Improvement Council shall include representation of at least one classified employee from that school. The classified employee(s) shall be elected by the classified employees from that school.

#### 7. Association Contract Dispute

If the Association believes that there has been a violation of the negotiated agreement and there is not an aggrieved Association member, upon request, the Human Resource Services Director will meet with the Association Representative to discuss the matter. After presenting the information, the Human Resources Services Director will issue a written response no later than ten (10) working days after the meeting. The Association may request an expedited response if an on-going process is the basis of the contract dispute.

After reviewing the written response from the Human Resources Services Director, if the Association believes that the issue has not been resolved, the association may request a meeting with the Superintendent to present the issue. The Superintendent will issue a written response no later than twenty (20) working days after the meeting. The decision of the Superintendent is final.

#### 8. Training & Office Personnel Incentive Program (OPIP)

The District will provide training for persons newly assigned to secretarial positions. This training will not be in basic secretarial skills but will relate to the unique nature of the jobs for which the person is hired. The specifics of the training will be coordinated by the supervisor and the employee. When such training is provided by other employees outside of working hours appropriate compensation will be given at the employee's (trainer's) hourly rate.

##### *a) OPIP Credits*

Credit will be awarded for classes taken on District time and approved by the employee's supervisor, documented participation in the Annual Department Personnel Workshop, for courses office personnel are required to attend by

their supervisor, and for courses attended that are funded or provided by the District.

Credit will also be awarded for college courses based on the number of classroom/credit hours. To receive credit for college courses, the courses must have been taken after the start of the employee’s contract service within the SLEOPA bargaining unit.

Credit will be awarded for other learning opportunities on a pre-approval basis.

One OPIP credit is equal to 1 semester credit or 14 classroom/clock hours. Levels are achieved as follows:

Level	Semester Credits	Classroom/Clock Hours
Level 1	6.5	91
Level 2	13	182
Level 3	19.5	273
Level 4	26	364

*b) OPIP Incentive Structure*

The OPIP incentive will be paid according to the following structure:

Level	Daily Rate	Calendar	Annual Incentive	Incentive per Pay Period
Level 1	\$2.08	242	503.36	20.97
		201	418.08	17.42
		181	376.48	15.69
Level 2	\$3.09	242	747.78	31.16
		201	621.09	25.88
		181	559.29	23.30
Level 3	\$4.11	242	994.62	41.44
		201	826.11	34.42
		181	743.91	30.99
Level 4	\$5.13	242	1241.46	51.72
		201	1031.13	42.96
		181	928.53	38.68

The OPIP incentive structure and potential periodic increases in daily amounts will be reviewed every three years. A three-year average of the COLA increases will be used to determine the increase in stipend amount for each level. The reviews are scheduled to occur in July of 2024, and every three years thereafter.

Newly agreed upon daily amounts will be granted to those currently in the program and new participants and remain in effect until a new stipend amount is negotiated.

Guidelines for granting credit for training/PD will be reviewed and/or revised by Human Resources, Professional Development and SLEOPA representatives.

*c) Applying for an Incentive Level*

Employees must track their own classroom/clock hours or semester credits. When an employee has accumulated enough credits or hours to achieve an incentive level, the employee may apply for a level stipend using a form provided by Professional Development. Applications must include documentation of the courses attended, the time required to attend the course and evidence of course completion via a transcript, completion certificate, etc. Incomplete applications will not be processed.

Applications for incentive levels will be accepted twice per year, from June 1-15 and December 1-15. Incentive levels pay will be effective on July 1 (or first check of the new year based on the employee's calendar) or January 1 of each year. Incentive level pay that is effective on July 1 will be spread across 24 pay periods; incentive level pay effective on January 1 will be spread across the remaining 12 pay periods within the fiscal year.

*d) Professional Development Day*

A professional development day will be provided to Department personnel each year. The program agenda and content will be developed jointly by the Association and the Professional Development Department. The District will assume all costs for this workshop.

9. Mentoring

The employee's supervisor under the direction of Human Resources will be responsible for appointing a mentor from within the department/school or from a similar job at a different site to provide support and mentoring to the new employee.

D. Transportation

The Salt Lake City School District Administration and Transportation contract employees mutually recognize the value, safety, and professionalism of long-term drivers and the investment they represent. Retaining a highly qualified and experienced workforce is essential to the core mission of the Salt Lake City School District and the Transportation Department.

1. Accident Review Committee

The Accident Review Committee will consist of two members from the District and two drivers chosen by the Association. In case of a tie vote, the Transportation Manager will decide the issue.

2. Student Discipline

The suspension of students from the bus is the responsibility of the school administrator and/or the Manager of Transportation or designee. Drivers have the responsibility of reporting any severe safety violation to the route coordinator as soon as possible. Drivers will complete a Misconduct Referral form to document all incidents.



### 3. Route Bidding and Distribution Based on Seniority

Annually the Manager of Transportation, the route coordinators and an Association representative will review routes maximizing the number of hours in each individual contract.

Once the routes are established, drivers will bid on the available routes according to their seniority. The bidding process will be determined by the Transportation Manager and the Association President through shared governance. They will also consider changes to contracts during the year if needed.

### 4. Special Education Routes

Every attempt will be made with Special Education and parents to identify an alternative drop off site. Students will be dropped off at the alternate drop off site, daycare, or taken to the bus barn if no one is home to accept them.

Special Education busses will be provided with evacuation blankets.

### 5. Summer Routes

Drivers must sign up for summer routes prior to April 30<sup>th</sup>. Summer routes will be assigned using a sign-up sheet and seniority. Anyone who does not sign up by April 30<sup>th</sup> will be at the bottom of the seniority list.

If any summer routes cannot be covered by those on the sign-up list by the end of May, they will be assigned at the convenience of the Department, without regard to seniority.

Routes may also be bid on during the summer months as they become available. In the event a summer driver is ill or cannot work, the Department will find a replacement for the driver using the summer seniority list.

### 6. Contracts

The District reserves the right to establish the number of contract guarantees. At the beginning of each fiscal year the District will establish contract positions for CDL drivers employed by the Transportation department. The number of contract positions offered will be no less than 70 percent of the qualified am/pm school bus routes. A qualified am/pm school bus route is defined as an established school bus route driven daily which includes a minimum 2-hour morning route and a corresponding minimum 2-hour afternoon route.

New drivers will not receive a contract until a contract position becomes available.

Contracts will be awarded in four (4) or six (6) hour increments. Drivers working six (6) hours per day will receive an adjusted FTE of 1.0 for the purpose of calculating benefits.

Contract employees will be contracted to work 182 days.

#### a) *Contract Eligibility*

To be eligible for a contract, and employee must meet the following requirements:

Must have a valid Commercial Driver's License or complete the District's driver training program;

Uphold an unblemished driving record for the past 2-years prior to contract offer (examine DMV records and department reports); and

Adhere to all District/department policies and procedures, which include employee conduct standards, attendance standards and dress standards.

*b) Guarantee Regulations*

All guarantees shall be governed according to the following guidelines:

*(1) Drives on Call*

Drivers receiving guarantees who are not fulfilling the contracted guarantees are expected to be on call from 6:00 am through 9:00 am and 1:30 pm through 5:00 pm Monday through Friday.

*7. Work Schedule and FTE*

Contract time will be based on the best estimate of the annual bus route time, and it may vary because of changes in routes or school schedule.

90 hours (1/2 hour per day) will be added to estimated route time to cover pre/post trip checks, cleaning and fueling of buses.

AM and PM routes will be calculated at a minimum of 2 hours each.

Kindergarten runs, extra trips and all other call outs will be paid at a minimum of two hours. If the planned route is not two hours, then additional duties may be assigned.

If the actual driving time is less than the minimum 2-hour callout time, drivers will not be required to make up the difference.

If a driver believes there is a discrepancy between the amount of time they are being compensated for and the actual time required to drive the bus route on a regular basis, the route will be re-timed.

All hours worked per day will be rounded to the nearest fifteen-minute increment.

All contract bus drivers whose contract work schedule is for four hours per day or more will be paid for four hours per day on a nine-month (182 day) contract. Time worked in excess of four hours per day for the 182 contract days will be paid as it is earned in the same manner as all hours are paid currently. Benefits will be based on a projection of total number of hours worked as per the current practice.

Additional time, such as time spent driving field trips or other trips, will be paid in addition to the contract amount.

*a) Contract Deductions for Sick Time*

If a driver calls in sick, amounts will be deducted from contract payments because of time not worked that was included in the contract route time

estimate. These deductions would be for driver absences from work that are not covered by sick leave or other authorized paid leave.

Employees who call in sick for the am route only on a day they have a field trip scheduled will not be allowed to use the field trip time to cover time calculated in their contract amount. The normal sick leave policy will be followed, and drivers will have the hours deducted from their accumulated sick leave.

*b) Sick Leave Incentive*

At the end of the contract year, Transportation employees will receive a \$150 incentive bonus for not using more than one (1) sick leave day during the year.

*c) FTE Calculation*

All hours worked over contract will be considered when calculating the Full Time Equivalency (FTE) for purposes of the amount the District pays for insurance. Insurance will be based on the new school year contract hours plus the actual hours worked over contract for the previous school year.

New contract drivers will have their FTE based on the bus routes they are assigned for the first year. In future years it will be based on contract hours plus the previous years' "over contract hours."

Insurance benefits will be allocated according to the employee's original guaranteed actual hours for the fiscal year and will not be adjusted if their hours are changed during the year.

8. *Field Trips*

The number and category of rotation lists will be decided upon by the Transportation Manager and the Association. Each participating driver will be assigned a place in each rotation based on seniority. Transportation records regarding rotations will be available for review by the Association to ensure that field trip opportunities are equitable.

Minimum driver pay for weekday trips is two hours. Minimum driver pay for weekend trips is three hours.

Drivers will not accept additional trips that conflict with a driver's regular route except for long term trips and trips that occur during short weeks.

On trips scheduled for more than four hours with a school requested "return to yard" schedule, drivers may voluntarily choose to remain with the fieldtrip without additional pay, saving fuel.

On all trips, drivers may travel reasonable miles for meals and other needs provided that drivers inform the person in charge of the field trip/activity of their whereabouts and are available to return to the field trip site as needed.

Field trips and activity trips will be assigned a single driver for pickup and drop-offs when possible.

A driver's refusal of a field trip assignment will not cause the driver to go to the end of the rotation schedule unless the driver has had at least 24 hours' notice of the field trip assignment.

9. *Cleaning and Washing*

Drivers will be paid their regular rate of pay for additional time when needed to clean a bus after taking an extra trip. This will only be done when such is approved by the Transportation Manager and the school is billed for the extra cost.

10. *Road-e-o Participation*

Transportation drivers who compete, judge, or set up in the District, State-sanctioned and regional Bus Road-e-o will be paid.

11. *Driver Safety Award*

Drivers will be presented a certificate and pin for each year they do not have an accident.

12. *Driver Excellence Incentive*

The District believes that excellence in job performance ought to be the pursuit of all employees. In order to encourage every Transportation driver to strive towards this goal, a driver excellence incentive award is offered and shall be governed according to the following guidelines:

*a) Shared Governance Committee*

Each year during the months of July and August a shared governance committee shall adopt criteria which all drivers shall be compared against in order to determine which driver shall receive the award. The committee shall consist of the Manager of Transportation, the Fleet Manager, Route Coordinators, the President of the Salt Lake Transportation Association, and the Vice-President of the Association.

*b) Publication of the Criteria*

The established criteria shall be distributed to every driver after the shared governance committee adopts it.

*c) Proration of the Award*

The award shall be \$150.00 per contract driver and \$75.00 per hourly driver. Hourly drivers working less than four (4) hours will receive an amount that is the same proportion of \$75 that their average hourly assignment per day is of four (4) hours.

*d) Awarding the Incentives*

Each May the shared governance committee shall meet to determine which drivers have met the criteria. The awards will be paid out during the month of June.

13. Fees

The District will pay for new bus drivers to get physicals, have drug tests and the cost of the CDL and additional required CDL endorsements needed to drive a school bus, provided these fees are at a state reimbursable cost. If a driver leaves District employment within one year, the cost may be deducted from their last check.

14. Seniority

If more than one driver receives a contract on the same date, the driver who has worked for the District within the department as a driver the longest will receive the next available seniority slot. If the contract date and the seniority date is the same, a random process will be used to assign seniority to the remaining drivers.

The date of CDL certification will be the date determining seniority to the remaining drivers.

15. Health, Safety and Security

The District will provide lockers if space is available.

*a) Physicals*

Besides the physician presently provided by the Salt Lake City School District, the District shall designate one other provider to perform ICC physicals from which the employee may then choose.

*b) Uniforms*

All contract drivers will wear uniforms and meet department dress standards as defined by department procedures.

Drivers will be provided \$150 each year for uniform expenses.

## VIII. Forms

- A. Classified Employee Grievance Form
- B. Notice of Formal Remediation – Classified Employee
- C. Remediation Plan Template
- D. Remediation Team Evaluation Report

**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 1<sup>st</sup> Meeting: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Other Team Members: \_\_\_\_\_

\_\_\_\_\_

Has this employee been through remediation before?       YES       NO

**Performance Issue #1:** \_\_\_\_\_

Performance Standard: \_\_\_\_\_

Team Assistance/Ideas/Suggestions:

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

Meeting Notes:

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

Meeting Notes:

**Performance Issue #2:** \_\_\_\_\_

Performance Standard: \_\_\_\_\_

Team Assistance/Ideas/Suggestions:

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

Meeting Notes:

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

Meeting Notes:

## Remediation Team Evaluation Report

Employee on Remediation: \_\_\_\_\_ Report Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Other Team Members: \_\_\_\_\_

\_\_\_\_\_

The employee was/was not successful.

Rationale:

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