



COMMON AGREEMENT FOR CLASSIFIED EMPLOYEES AND THE SALT LAKE CITY SCHOOL DISTRICT

July 1, 2019 – June 30, 2022

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COMMON AGREEMENT FOR CLASSIFIED EMPLOYEES AND THE SALT LAKE CITY SCHOOL DISTRICT

1.0 Term of Agreement

- 1.1 The District recognizes the importance of this Common Agreement and in working with the recognized Associations related to the conditions of employment for those employees that the District has identified as eligible to be covered by this agreement.
- 1.2 The District and the Associations recognize that the Common Agreement does not change the District's obligation as established by the Utah Constitution and Utah statutes.
- 1.3 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, 2019.
- 1.4 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. 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 all affected parties.

- 1.5 The District and the Associations will enter into negotiations one time every three years to discuss renewal of the established agreement. The next scheduled negotiation will be in the spring of 2022.
- 1.6 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. 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. While in effect, this agreement cannot be changed by unilateral action of either party.
- 1.7 During the process of negotiations, if an impasse is reached, the issue in dispute shall be settled in any manner agreeable to both parties. When an agreement cannot be reached, it (the issue) shall be submitted to the Board of Education.
- 1.8 Permanent records will be kept of the proceedings of the negotiation sessions and maintained by Human Resources. These records will be available to the officers of the Association.

2.0 Definitions

- 2.1 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.
- 2.2 Work Group – a grouping of job classifications paid on a particular salary schedule(s) and considered by the District as a cohesive unit. (These currently consist of Buildings and Grounds, Child Nutrition, Office Personnel, and Transportation.)
- 2.3 Recognized Representative – an individual(s), organization, or Association recognized by the District as the exclusive representative(s) of an employee group for the purposes of bargaining.
- 2.4 Eligible Employees – employees within the job classification(s) in

an employee group. In those employee groups where there are both hourly and contract employees, the District bargains with only the employees paid on contract schedules.

2.5 Career Employee-

2.5.1 Contract employees who have successfully completed one complete year of employment from hire date plus the time through June 30, given that the employee has not received a new position that is substantially different.

2.6 Provisional Employee-

2.6.1 Contract employees who are employed in a regular, continuing contract assignment who have not completed one year of employment plus the time through June 30.

2.6.2 Contract employees who are employed in a position which has a specific date of termination.

2.6.3 Contract employees who are employed in a position which continues only as long as specific program funding is available. These employees do not have an expectation of continued employment beyond the date of termination specified or the termination of the unique funding.

2.7 Seniority - Reflects years of service that the employee has provided to the District.

3.0 Recognition

3.1 The District will require the Associations to verify that more than 50% of its respective eligible employees are dues-paying members. The manner in which and the time for meeting this requirement is enumerated as follows:

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

3.1.2 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.

- 3.1.3 Only those positions that are filled on January 31 will be used to determine eligible employees.
 - 3.1.4 If an Association cannot verify that more than 50% of its eligible employees have been dues-paying members, the District may not recognize the Association.
- 3.2 For negotiation purposes the following will occur to identify the representative team for an Association with less than 50% membership:
 - 3.2.1 All eligible employees in the Association may participate in the nomination and voting processes for the election.
 - 3.2.2 A double envelope or some other agreed-upon anonymous process for its elections with oversight provided by the District's Human Resource Services department.
 - 3.2.3 During the second week of February, a preliminary ballot shall be created through nominations. Any individual, negotiations team, organization or Association comprised of Eligible Employees may be nominated to be placed on the ballot.
 - 3.2.4 During the third week of February, a preliminary vote shall be conducted. Any individual, negotiations team, organization or Association nominated must accept the nomination and receive 20% of a preliminary vote before being placed on the ballot.
 - 3.2.5 During the fourth week of February the final vote shall be conducted. The individual, negotiations team, organization, or Association receiving more than 50% of the vote of all Eligible Employees shall represent the Association.
- 3.3 The elected individual, negotiations team, organization, or Association will select the remaining negotiation team members from the Association, not to exceed three members total.
- 3.4 If no individual, negotiations team, organization or Association

seeking to represent the Association receives more than 50%, the Superintendent shall, considering the election results, select the recognized representative(s) for the Association. The Superintendent will make every effort to have a decision by the second week of March so that the Associations can plan and prepare for negotiations.

- 3.5 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.

4.0 Eligible Employees' Rights

- 4.1 Employees covered by this agreement have the right to enroll and participate in the Associations for purposes of representation on all matters of employee relations or may refuse to enroll and participate. Eligible employees have the right to represent themselves or select any appropriate representative in matters related to employee relations with the District.

5.0 Classified Associations' Rights and Responsibilities

5.1 Association Release Time

- 5.1.1 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.
- 5.1.2 The four Association Presidents or designee(s) shall be entitled to regular meetings with the Superintendent to express the views and concerns of the Associations.
- 5.1.3 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.

5.2 Local School Improvement Council Representation

- 5.2.1 Each District school improvement council shall include

representation of one (1) classified employee and shall be elected by the classified employees from that school.

5.3 The Associations agrees to represent the interests of all eligible employees in good faith.

5.4 Employee Associations may place notices, circulars, and other materials on designated bulletin boards and in mailboxes.

6.0 Shared Governance

6.1 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 of participation in School Improvement Councils, School Community Councils, and District department committees.

7.0 Calendars

7.1 An Association representative from each of the work groups shall be invited to participate as a member of the Calendar Review Committee.

7.2 Employees will adhere to the calendar related to their contract. The length of the contract shall be as follows:

7.2.1 12 month (243 days)

7.2.2 11 month (223 days)

7.2.3 10.5 month (211 days)

7.2.4 10 month (201 days)

7.2.5 9 month (181 days)

7.2.6 9 month (180 days)

7.3 Reduction of Contract Length

7.3.1 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.

7.4 Additional Workdays

- 7.4.1 Contract employees may work additional days beyond their regular work calendar upon approval by the supervisor.
- 7.4.2 The supervisor must determine that there is work to be completed and that there is a budget to pay for the work.
- 7.4.3 Dependent upon the work site and location, it may be required that the supervisor is present.
- 7.4.4 The extra day(s) may be worked on any day that is not part of the regular work calendar and that is approved by the supervisor.
- 7.4.5 All additional non-calendar days will be paid at the employee's contract hourly rate of pay.

8.0 Work Hours

8.1 Work Hours

- 8.1.1 The District and the Associations recognizes the necessity for employee's work schedules to be altered based on operational needs such as transportation problems, unique department assignments, etc. When such change is necessary, the employee's supervisor will seek input from the employee and/or the applicable Association, and will give reasonable notice.

8.2 Meal Periods

- 8.2.1 All employees working 6 hours or more daily will be guaranteed a thirty minute or one-hour duty-free lunch. This time is to be coordinated between the employee and supervisor depending on departmental/school needs.

9.0 Uniform

- 9.1 Each work group that requires an employee to wear a uniform will establish a uniform policy. The policy will be created by the administrator of the work group in collaboration with an

Association representative. Uniforms will be provided at District expense.

10.0 Insurance

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

10.2 Please refer to the Benefits website for the current year's employee monthly premium.

10.3 District Paid Flexible Spending Account

10.3.1 In the event any eligible contract employee elects not to accept health and accident coverage, a designated amount will go into the flexible spending program for that employee upon his/her written request and enrollment application. Any contract employee applying to withdraw from the health and accident plan must first document other coverage in order to adopt this provision. Evidence of insurability is required prior to returning to any plan. There will be no change in the District funded flexible spending program. (The District will contribute a designated amount, based on negotiations, into the employee's designated FSA plan. Current amount contributed by the District is \$2,040 annually, pro-rated per FTE).

10.4 Dental Insurance

10.4.1 Dental insurance is a District paid benefit for contract employees and their dependents and is pro-rated based on FTE.

10.5 Long Term Disability

10.5.1 The District provides a long-term disability insurance policy for employees, they must enroll to receive benefit within the first 30 days of eligibility.

10.6 Life Insurance

10.6.1 The District provides Life Insurance coverage in the amount of \$20,000 or 1 times your annual salary up to \$100,000 maximum, whichever is greater.

11.0 Vacation

11.1 Vacation period begins on July 1st and ends on June 30th of the following year.

11.2 Eligibility: Vacation is available to 12-month contract employees only.

11.3 Vacation time will be accrued proportionally per pay period.

11.4 Vacation time will be granted according to the following schedule:

Years of Continuous and Current Contract Employment:	Total Annual Hours Available For Use	Maximum Allowable Accumulation
Date of Contract – 6 th year	80 Hours	160 Hours
Beginning of 7 th year	88 Hours	176 Hours
Beginning of 8 th year	96 Hours	192 Hours
Beginning of 9 th year	104 Hours	208 Hours
Beginning of 10 th year	112 Hours	224 Hours
Beginning of 11 th year through 15 th year	120 Hours	240 Hours
Beginning of 16 th year	160 Hours	320 Hours

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

11.6 When the District offers an hourly employee contract

employment, the employee may be given one (1) year of vacation step credit for every three years of hourly service rendered if:

- 11.6.1 The hourly employee, prior to contract service, worked in a position requiring a minimum of six (6) hours daily.
- 11.6.2 The employee receives a contract in the same job classification.

11.7 Use

- 11.7.1 Vacation time may be taken at any time mutually agreeable to the employee and the supervisor.
- 11.7.2 Supervisors may refuse to grant vacation time at specific times:
 - 11.7.2.1 If the employee's absence is a particular hardship to the department or the District; or
 - 11.7.2.2 If the supervisor is not advised of the specific request in time to make satisfactory adjustments within the department.
- 11.7.3 The above stipulations, with regard to vacations, may be adjusted in case of particular need or unusual circumstance, to be approved by the supervisor.

12.0 Leaves of Absence

12.1 Bereavement Leave

- 12.1.1 An Eligible Employee must notify his or her supervisor as soon as possible that bereavement leave is needed. The District will apply this leave in the following manner:
- 12.1.2 Immediate Family
 - 12.1.2.1 In the event of death of an immediate family member of the Eligible Employee, or an Eligible Employee's spouse or domestic partner, the eligible

employee may take up to forty (40) hours (consistent with FTE) of paid leave for bereavement and attendance of a funeral, memorial service, or similar event.

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

12.2 Court Appearances/Jury Duty/Hearing Witness

12.2.1 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.

12.3 Military Leave

12.3.1 The District will abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

12.3.2 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.

12.4 Personal Leave

12.4.1 Contract employees working in a 12-month contract will be allowed each contract year two days of leave for personal need. One day's leave will be granted without loss of pay; one additional day will be granted with substitute cost to be deducted from the employee's salary.

12.4.2 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 employees accumulated sick leave.

- 12.4.3 Each fiscal year, employees on a contract of less than twelve (12) months may take an additional personal leave day without deduction. This additional day does not accrue.

12.5 Sick leave

- 12.5.1 Accrual - Contract employees will receive the following sick leave days:

- 12.5.1.1 Twelve month contract = 13 days per fiscal year

- 12.5.1.2 Eleven month contract = 12 days per fiscal year

- 12.5.1.3 Ten month contract = 11 days per fiscal year

- 12.5.1.4 Nine month contract = 10 days per fiscal year

- 12.5.1.5 Employees less than a 1.0 FTE will have the above days prorated.

- 12.5.1.6 Employees may accumulate unused sick leave days indefinitely.

- 12.5.1.7 Days will accrue proportionally per pay period.

- 12.5.2 Use

- 12.5.2.1 Classified employees will not be able to use sick leave until it is accrued.

- 12.5.2.2 In cases of illness of any member of the employee's immediate family as described in the Classified Employees Handbook, who does not reside in the employee's household, the employee shall be entitled to use up to sixteen hours to be deducted from accrued sick leave. This is based on a fiscal year calendar.

12.6 Sick Leave Bank

- 12.6.1 The Classified Employee Group will have access to the Sick Leave Bank.
- 12.6.2 The five-day waiting period for Sick Leave Bank is waived for employees with 20 or more years' service.
- 12.6.3 The number of classified representatives on the Sick Leave Bank committee will equal the number of teacher representatives.
- 12.6.4 In any four-year (4) period, an employee may draw no more than one-hundred-twenty (120) days from the Sick Leave Bank.
- 12.6.5 Eligibility shall be limited to employees with four (4) years or more of continuous, contract service who have used all of their accumulated sick leave.
- 12.6.6 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.

12.7 Wellness Incentive Program

- 12.7.1 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 who were eligible for WIP as of July 1, 2018 will continue in the program and receive payments from this program. 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.
- 12.7.2 As of July 1, 2019, employees who are not in the WIP and qualify 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 of the below options 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:

12.7.2.1 Option A: Wellness incentive as qualified under 12.7.1 and described in section 12.7.3 of this agreement

12.7.2.2 Option B: Sick leave payout. Upon retirement under the Utah Retirement System (URS) provisions, be paid an amount of money equal to 19% of the value of his/her accumulated leave at the time of retirement. A maximum of one (1) year equivalent of contract hours will be used to calculate payment.

12.7.3 Employees who qualify would receive Wellness Incentive Pay added to their base wage and paid with regularly scheduled payroll.

The Wellness Incentive percentages are as follows:

Hours needed for Full Time Equivalent Employees

Step 4 Incentive 12 Month (2184 hrs.) 10 Month (1680 hrs.) 9 Month (1512 hrs.)	4.0%
Step 3 Incentive 12 Month (1768 hrs.) 10 Month (1360 hrs.) 9 Month (1224 hrs.)	3.0%

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

13.0 Workers' Compensation

- 13.1 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.
- 13.2 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.

14.0 Health, Safety, and Security

14.1 Physical Assessment and Examination

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

14.2 Vaccination

14.2.1 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.

15.0 Employee Personnel File

15.1 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.

15.2 An employee has right to review their own personnel file.

15.3 Employees may submit a written response to documentations that are placed into the personnel file.

15.4 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, state and/or federal law which would lead to termination.

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

16.0 Employee Performance Evaluation

- 16.1 Employee Evaluations are designed to encourage continuous growth and improvement.
- 16.2 Classified employees covered by this negotiated agreement will receive performance evaluations at least annually.
- 16.3 The Classified Employee Evaluation System shall meet the requirements outlined in Utah Code 53A-8A-301 and Administrative Rule R277-532.
- 16.4 The Classified Employee Association Presidents and the Director of Human Resources will review the Classified Employee Evaluation System and procedures annually.
- 16.5 A copy of the written response will be given to the supervisor.
- 16.6 A copy of the evaluation and written responses may be submitted to the employee's personnel file.
- 16.7 Employees not evaluated by the evaluation due date are encouraged to notify their supervisor, supervisor's supervisor, or Human Resource Services.

17.0 Remediation

- 17.1 The remediation program shall apply to all career contract employees.
- 17.2 Before an employee is placed on a remediation-assistance program, the following procedure will be followed:
 - 17.2.1 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.
 - 17.2.2 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 correct the area(s) of concern.

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

17.4 If the problem persists after the employee receives at least one written notice, the following steps will be implemented.

17.4.1 Notification of Formal Remediation-Assistance Program: The employee identified as not doing work satisfactory to the supervisor's expectations and/or District standards shall be notified in writing, using the Notice of Formal Remediation form by his/her supervisor. This written notification will identify deficiencies in a specific area(s) and will be hand delivered to the employee.

17.4.2 Selection of Remediation Team: A remediation team will be formed within ten (10) working days after written notification to the employee of the need for employee assistance. The team shall consist of the employee, his/her supervisor, and two other members (one member selected by the supervisor and one member selected by the employee.) The team may allow additional members, not to exceed two.

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

17.4.4 Review Time Frame: The remediation process shall include at least two (2) reviews by the team. These reviews will be completed at the end of fifteen (15) working days and again at the end of thirty (30) working days.

17.4.5 Completion Date: 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.

17.4.6 Final Evaluation: The team shall issue a Remediation Team Evaluation Report to the employee's department administrator at the end of the forty fifth (45) working day.

17.5 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.

17.6 Transfer: Employees are not eligible for transfer during the remediation process.

17.7 Retention/Termination: The decision to retain or discharge an employee rests solely with the department administrator and the Human Resources Department following established District procedures.

17.8 Allowance for Remediation Assistance: Employees will be allowed the remediation process only twice during their employment.

18.0 Settlement of Disputes

18.1 Grievances

18.1.1 It is not intended that any employee should continue to work under conditions which they feel are unjust, unfair, or otherwise negatively affect them or their conditions of employment.

18.1.2 Definition: Grievance shall mean a complaint by the employee or his/her Association representative that there has been an alleged violation, misinterpretation or misunderstanding of any District policy or written agreement.

18.1.3 Procedure: It is the policy of the District to attempt to resolve all grievances promptly and expeditiously, in

accordance with the following procedure.

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

18.1.5 The supervisor shall have up to five (5) working days after thus learning of the matter to consider it and give his/her answer orally to the employee.

18.2 Grievance Process

18.2.1 Step One –Written Grievance

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

18.2.1.2 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.

18.2.1.3 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 if needed, make his/her decision, and communicate his/her answer in writing to the concerned parties.

18.2.2 Step Two –Appeal of Written Grievance

18.2.2.1 If no mutually agreeable settlement is reached in step one, the employee may submit a copy of the written grievance to the Director 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 Director. The Director shall investigate the case, request all pertinent facts, meet with the employee, and communicate the decision in writing to the parties concerned within twenty (20) working days after receiving the written appeal, to try to resolve the grievance.

18.2.3 Step Three –Appeal of Written Grievance

18.2.3.1 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 Director's decision be reviewed by the Superintendent's Office.

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

18.3 Time Limits

18.3.1 No grievance shall be entertained or processed unless the informal discussion occurs within ten (10) working days after the employee become 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 specific 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.

18.4 Meeting and Representation

18.4.1 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.

18.4.2 In any grievance meetings all of 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.

18.5 Impartial Third Party Hearing

18.5.1 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 his/her review and recommendation.

18.5.2 Representatives of the Superintendent and the employee or Association shall agree upon an impartial third party hearing examiner from outside the District within ten (10) working days after receipt of notice of referral. The hearing examiner shall be notified of his/her selection by a joint letter from the District and the employee or Association requesting that he/she set a date and time for the hearing.

18.5.3 The hearing examiner shall have no authority to amend, modify, nullify, ignore, add or subtract from District policy or agreements. His/her authority shall be strictly

limited to making a recommendations to the Board of Education regarding only the specific issue or issues submitted to him/her in writing by the District and the employee or Association. He/she shall have no authority to make recommendations on any other issue not submitted to him/her. He/she shall have no power to make recommendations contrary to or inconsistent with the law. His/her recommendations to the Board of Education must be based solely and only upon his/her interpretation of the meaning or the facts of the grievance presented. The hearing examiner shall submit his/her recommendation in writing within thirty (30) calendar days after the close of the hearing or the submission of agreed-upon briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

18.5.4 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.

18.5.5 The recommendation of the hearing examiner to the Board of Education shall be advisory only. The Board of Education may implement the hearing examiner'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 examiner, 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.

18.5.6 Expenses for the hearing examiner'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.

18.6 Review of Services

- 18.6.1 The individual meets with the person on whom the review is to be filed to resolve the matter informally. (No time frame necessary.)
- 18.6.2 If the matter is unresolved informally, the person files a review form with the Principal or Program Supervisor. (No time frame necessary.)
- 18.6.3 Principal or Supervisor attempts to settle at local level. Meets with person(s) requesting review and other employees named. (Should be complete within ten (10) days of date completed form is filed with Principal or Supervisor.)
- 18.6.4 If settlement is reached, Principal or Supervisor sends a copy of the request for review and a short report describing the settlement to the Superintendent: (Should be complete within five (5) days of settlement date.)
- 18.6.5 If the problem is not resolved, Principal or Supervisor sends the request form to Superintendent for further action. (Should be complete within five (5) days of meeting to attempt settlement at Step 3.)
- 18.6.6 The Superintendent forwards the request to the Director assigned to administer the review of services process. (Should be completed within five (5) days after Superintendent receives the form.)
- 18.6.7 The Director forwards the review request to the person assigned to perform the review. In cases where the subject of the review is alleged wrongful terminations, a violation of negotiated agreements, or unfair or illegal labor practices, the review will be assigned to a special panel consisting of the Director of Human Resources, the Superintendent, the Clerk Treasurer, and a representative of the employee filing the review. The representative of the employee is to be selected by the employee. (Should be complete within twenty (20) days of the date the review is assigned to the person or panel.)

- 18.6.8 The person or panel assigned to the review submits written report to the Superintendent. Prior to distribution of the report, person or panel discusses findings of review with the person named. (Should be complete within twenty five (25) days after the Superintendent assigns the review to a person or panel.)
- 18.6.9 Superintendent makes decision using the report as a basis of that decision and forwards the report and decision to the director. (Should be complete within five (5) days after the Superintendent receives the report of person or panel assigned.)
- 18.6.10 Director sends copies of reports to Association and other persons involved in the review. (Should be complete within five (5) days after receipt of Superintendent's decision.)
- 18.6.11 If either party is not satisfied with the decision, he/she can appeal them to the Board of Education.

19.0 Reduction In Force

- 19.1 If the District, in its discretion, determines that a reduction in the number of contracts offered to classified employees is necessary because of discontinuance of a particular service, 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:
- 19.2 Employees to be so terminated shall be given fifteen (15) days written notice.
- 19.3 A Shared Governance Committee consisting of equal membership from the Association and the Administration will review an employee's job knowledge, work performance, attitude, and longevity to recommend which employees, within the affected job classification will be terminated.
- 19.4 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.

- 19.5 If an employee is offered re-employment within his/her job classification and fails to respond by refusing the position, the employee will not be considered by the Shared Governance Committee again.
- 19.6 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.
- 19.7 This committee shall be empowered to make decisions upon the call of the committee and cannot delay such decisions beyond necessary committee meetings.
- 19.8 Any contract employee who is terminated for reduction-in-force shall be paid fifteen percent (15%) of her/his accumulated sick leave at the time of said termination.

APPENDIX:

- Salary Schedules
- Insurance Rates
- Buildings and Grounds Association
- Child Nutrition Association
- Salt Lake Educational Office Personal
- Transportation Association



Salary Schedule #77

Salt Lake City School District

2019-20

Bus Operators (Contract)

	A	B	C
		Bus	School Bus
Step	Bus Driver	Driver Trainer	Mechanic
6	16,989	51,045	43,360
5	16,187	48,612	41,287
4	15,774	47,304	40,138
3	15,107	45,321	38,402
2	14,668	43,991	37,231
1	14,238	42,684	36,104

1. Lane A is based on 4 hours per day for 182 contract days.
Lane B is based on 8 hours per day for 243 contract days.
Lane C is based on 8 hours per day for 243 contract days.
2. Every bus operator is required to arrive at the bus yard at least 15 minutes prior to scheduled departure.
3. Any hours worked in addition to the contracted hours will be compensated at the applicable hourly rates.
4. The District will provide long term disability coverage and waiver of premium for health and accident insurance while disabled.
5. This schedule participates in the Wellness Incentive Program
6. Step increases on this schedule may be awarded annually depending on available funding and Board approval.



Salary Schedule #55

Salt Lake City School District

2019-20

Child Nutrition (Contract)

180 Day

180 Days - 8 hours a day contract				180 Days - 7 hours a day contract				180 Days - 6 hours a day contract			
	A	B	C		A	B	C		A	B	C
STEP	High School Nutrition Manager III	Middle/Elementary Nutrition Manager II	Nutrition Assistant Manager	STEP	High School Nutrition Manager III	Middle/Elementary Nutrition Manager II	Nutrition Assistant Manager	STEP	High School Nutrition Manager III	Middle/Elementary Nutrition Manager II	Nutrition Assistant Manager
5	32,419	31,300	27,490	5	28,367	27,388	24,053	5	24,315	23,475	20,617
4	31,435	30,348	26,668	4	27,505	26,555	23,334	4	23,576	22,761	20,001
3	30,599	29,510	25,971	3	26,774	25,822	22,725	3	22,949	22,133	19,479
2	29,818	28,806	25,310	2	26,091	25,205	22,147	2	22,364	21,604	18,983
1	29,094	28,063	24,703	1	25,457	24,556	21,615	1	21,820	21,048	18,527

1. Employees paid on this schedule work 9 Month Contracts.
2. Employees will be assigned to specific schools to the extent possible to fulfill their schedule. However, they will be required to work at other schools as needed when their regular assignment (due to specialized school calendaring) does not allow them to fulfill their required hours.
3. The below certification levels are added to the base wage (amounts are not combined).
 - \$.25 per hour will be added for professional School Nutrition Association Level I certification.
 - \$.50 per hour will be added for professional School Nutrition Association Level III certification.
 - \$.70 per hour will be added for professional School Nutrition Association Level IV certification.
4. The district will provide long term disability coverage and waiver of premium health and accident insurance while disabled.
5. This schedule participates in the Wellness Incentive Program.
6. This schedule includes medical, dental and life insurance.



7. Step increases on this schedule may be awarded annually depending on available funding and Board approval.

Salary Schedule #71

Salt Lake City School District

2019-20

Custodial/Operations

	C	CR	D	E	F	G
Step	Custodian	Associate Custodian	Assistant Custodian Middle School, Assistant Head Custodian (Floater)	Head Custodian Elementary/ Head Night Custodian High School	Head Custodian Middle School,	Asst. Custodial Supervisor, Head Custodian High School
10	35,090		45,051	51,113	54,696	57,987
9	34,098		44,577	50,707	53,051	56,342
8	33,106		44,307	49,243	52,555	
7	32,115		43,180	47,800		
6	31,213		41,918	46,403		
5	30,267		40,724			
4	29,410	41,760	40,341			
3	28,554	39,349	38,357			
2	27,720	38,064	37,253			
1	26,909	36,757	36,171			

1. Merit increments (STEPS) are awarded upon evaluation and recommendation by Department Director.
2. The District will provide long term disability coverage and waiver of premium for health and accident insurance while disabled.
3. This schedule includes medical, dental and life insurance.
4. This schedule participated in the Wellness Incentive Program
5. Step increases on this schedule may be awarded annually depending on available funding and Board approval.



Salary Schedule #72

Salt Lake City School District

2019-20

Distribution Services 9 Month - 8 hour

A	
Step	Drivers
5	25,005
4	24,130
3	23,305
2	22,404
1	21,142

1. Merit increments (STEPS) are awarded upon evaluation and recommendation by Department Director.
2. The District will provide long term disability coverage and waiver of premium for health and accident insurance while disabled.
3. This schedule includes medical, dental and life insurance.
4. This schedule participated in the Wellness Incentive Program
5. Step increases on this schedule may be awarded annually depending on available funding and Board approval.



Salary Schedule #68

Salt Lake City School District

2019-20

Maintenance

	D	E	F	G	H
		Maintenance Worker	Maintenance Technician		
		Grounds Worker	Groundskeeper	Journeyman,	Supervisor IV,
Step		Driver	Asst. Warehouse Tech	Warehouse Tech #2	Warehouse Tech #1
5	32,881	45,704	52,240	56,522	59,226
4	30,650	43,901	50,234	54,268	
3	28,374	42,459	48,228		
2	26,142	40,904	46,673		
1	23,934	39,552	45,028		

1. Merit increments (STEPS) are awarded upon evaluation and recommendation by the Department Director.
2. The District will provide long term disability coverage and waiver of premium for health and accident insurance while disabled.
3. This schedule includes medical, dental and life insurance.
4. Lane F step 5 is for individuals who have completed a formal apprenticeship.
5. This schedule participates in the Wellness Incentive Program
6. Step increases on this schedule may be awarded annually depending on available funding and Board approval.



Salary Schedule #48

Salt Lake City School District

2019-20

Office Personnel

12 Months - 243 Days										
Step	A	B	C	F	H	I	J	K	M	S
5	49,482	48,767	48,053	45,939	44,599	43,914	43,289	42,634	41,413	37,841
4	47,279	46,564	45,909	43,884	42,604	41,979	41,384	40,729	39,538	36,144
3	45,195	44,510	43,855	41,920	40,699	40,103	39,508	38,942	37,781	34,566
2	43,170	42,515	41,890	40,044	38,913	38,347	37,751	37,215	36,084	33,018
1	41,265	40,639	40,014	38,287	37,126	36,620	36,054	35,548	34,476	31,529

10 Months - 201 Days										
Step	A	B	C	F	H	I	J	K	M	S
5	40,929	40,338	39,747	37,999	36,891	36,324	35,807	35,265	34,256	31,300
4	39,107	38,516	37,974	36,300	35,241	34,723	34,231	33,689	32,704	29,897
3	37,383	36,817	36,275	34,674	33,664	33,172	32,679	32,212	31,251	28,591
2	35,708	35,167	34,650	33,123	32,187	31,719	31,226	30,783	29,847	27,311
1	34,132	33,615	33,098	31,670	30,709	30,291	29,823	29,404	28,518	26,080



9 Months - 181 Days										
Step	A	B	C	F	H	I	J	K	M	S
5	36,857	36,325	35,792	34,218	33,220	32,710	32,244	31,756	30,847	28,186
4	35,216	34,683	34,196	32,688	31,734	31,268	30,825	30,337	29,450	26,922
3	33,663	33,153	32,665	31,224	30,315	29,871	29,428	29,006	28,142	25,747
2	32,155	31,668	31,202	29,827	28,984	28,563	28,119	27,720	26,877	24,593
1	30,736	30,270	29,805	28,519	27,654	27,277	26,855	26,478	25,680	23,485

1. Employees working the 12 month, 243 contract will be granted vacation time according to District policy.
All schedules less than 12 months are not granted vacation time.
2. The steps on this salary schedule are not automatically given for each year in service.
3. The district will provide long term disability coverage and waiver of premium for health and accident insurance while disabled.
4. This schedule includes medical, dental and life insurance.
5. This schedule participates in the Wellness Incentive Program.
6. Step increases on this schedule may be awarded annually depending on available funding and Board approval.

Insurance Rates (Monthly)

Classified Premiums 2019-2020

Traditional Option 1 / Adv or Summit	Employee / Mo	District/ Mo	Group Rate
Single	\$104.10	\$458.57	\$ 562.67
Emp + One	\$319.25	\$975.69	\$ 1,294.94
Family	\$534.04	\$1,478.12	\$ 2,012.16
Traditional Option 2 / Adv or Summit	Employee / Mo	District/ Mo	Group Rate
Single	\$0.00	\$436.67	\$ 436.67
Emp + One	\$29.69	\$975.69	\$ 1,005.38
Family	\$83.73	\$1,478.12	\$ 1,561.85
Star Health Savings Plan / Adv or Summit	Employee / Mo	District/ Mo	Group Rate
Single	\$0.00	\$410.48	\$ 410.48
Emp + One	\$0.00	\$944.70	\$ 944.70
Family	\$6.75	\$1,478.12	\$ 1,484.87

BUILDINGS AND GROUNDS

A. Birthday List

- i. Once each year, the Buildings and Grounds Administration shall furnish the Association with a list of employees showing:
 - 1. Birth dates (day and month only).
 - 2. Employment dates. (Official verification of employment dates is made by the Human Resources Department.)

B. Recognition and Appreciation Program

- i. 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.
- i. 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.
- ii. 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 of the Association will be allowed to attend both days.

C. Training

- i. 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.

- ii. The District will provide training for any Building and Grounds employee that is required to obtain the CDL or chauffeurs' driver license. The District will also test the employee thereby waiving the \$50.00 fee for taking the driving portion of the test.

D. Apprenticeship Program

- i. The administration will make every effort to qualify through the State Apprenticeship Council 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.
- ii. Association Officers and District administrators will work jointly to develop and implement an apprenticeship program for the Buildings and Grounds employees.
- iii. It is agreed that when the District asks an employee to enter the apprentice 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.

E. Compensation

- i. Employees who report 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.

F. Attendance at UEA Convention

- i. All Buildings and Grounds employees would be excused from their work to attend one of two (2) days of the Utah Educators Association (UEA) Convention. The essential work shall be covered and the Principal and/or Director of Buildings and Grounds will be informed prior who is attending.

CHILD NUTRITION

A. Pay for Certification

- i. The District will fund additional pay for employees who qualify at the following School Nutrition Association (SNA) certification levels: SNA Level I (\$0.25/hour above base salary schedule); SNA Level II (\$0.50/hour above base salary schedule); and SNA Level III (\$0.70/hour above base salary schedule). Base salary schedule does not include additional certification pay.

B. Employee Recognition

- i. The District sponsors an Employee Recognition Program.

C. Nepotism

- i. 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.

D. Uniforms

- i. Employees will receive new uniforms (shirts, pants, jackets, etc.) as specified below:
 - 1. Uniforms will be issued to employees during the first week of school unless problems occur with the vendor.
- ii. 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.
- iii. 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.

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

E. Compensation

- i. 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.

Salt Lake Education Office Personnel Association

A. Additional Help

- i. 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.

B. Association Functions

- i. Salt Lake Education Office Personnel Association (SLEOPA) will be allowed to attend SLEOPA functions two (2) times per contract year. The meetings would begin at 3:30 p.m.

C. Association Contract Dispute

- i. 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 Resources Director will meet with the Association Representative to discuss the matter. After presenting the information, the Human Resources 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.
- ii. After reviewing the written response from the Human Resources 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.

D. Training

- i. 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 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.

ii. OPIP

1. Classes taken on District time, and approved by the employee's supervisor will be awarded credit based on the provisions of the OPIP guidelines. OPIP credit will be awarded for documented participation in the Annual Department Personnel Workshop.
2. Structure
 - a. Level 1 6.5 semester credits \$2.04 per day (per FTE)
 - b. Level 2 13 semester credits \$3.05 per day (per FTE)
 - c. Level 3 19.5 semester credits \$4.07 per day (per FTE)
 - d. Level 4 26 semester credits \$5.09 per day (per FTE)
3. The OPIP pay 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. This agreement supersedes all previous agreements.
4. 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.
5. Guidelines for granting credit for training/PD will be reviewed and/or revised by Human Resources, Professional Development and SLEOPA representatives.

iii. 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.

E. Mentoring

- i. 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.

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.

A. Accident Review Committee

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

B. Student Discipline

- i. The suspension of students from the bus is the responsibility of the school administrator and/or the supervisor of Transportation or his designee. Drivers have the responsibility of reporting any severe safety violation to the administrators as soon as possible. (To the school administrator for incidents occurring in the morning and to the supervisor of Transportation or designee for incidents occurring in the afternoon) Drivers will provide the administrator with the details of the situation including their own recommendation of consequences. Drivers will complete a School Bus Incident Report form to document all incidents.

C. Route Bidding and Distribution Based on Seniority

- i. Annually the manager of Transportation, the route coordinator and an Association representative will review routes maximizing the number of hours in each individual contract.
 - a. Once the routes are established, drivers will bid on the available routes according to their seniority. Bidding will be determined by the transportation supervisor and the Association President annually through Shared Governance. They will also consider changes to contracts during the year if needed.

- b. Once the bidding procedure has been completed, contract employees shall sign a new contract guarantee reflecting their new assignments and minimum hours for the contract year.
- ii. Routes will be bid if the vacancy occurs prior to April 1st. After April 1st vacancies shall not be bid until the start of the new school year.
- iii. At the conclusion of the school year, administrator assigned routes will be opened up for general bid to all contract drivers.

D. Special Education Routes

- i. 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.
- ii. Special Education buses will be provided with blankets.

E. Summer Routes

- i. Drivers must sign-up for summer routes prior to April 30th.
- ii. Summer routes will be assigned using the sign-up sheet and seniority. Anyone who does not sign-up by April 30th, will be at the bottom of the seniority list.
- iii. If any summer routes cannot be covered by those on the sign-up list by May 15th, they will be assigned at the convenience of the Department, without regard to seniority.
- iv. Routes may also be bid on during the summer months as they become available.
- v. In the event a summer driver is ill or cannot work, the Department will find a replacement for him/her, using the summer seniority list.

F. Contracts

- i. 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. 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 a call from 6:30am through 9:00am and 1:30pm through 4:30pm Monday through Friday.
- ii. New drivers will not receive a contract until a contract position becomes available. Contracts which become available after April 1 of any year will not be awarded.
- iii. To be eligible for a contract, an employee must meet the following requirements:
 - 1. Complete 90 days of driving a qualified am/pm school bus route;
 - 2. Uphold an unblemished driving record for the past 2-year prior to contract offer (examine DMV records and department reports); and
 - 3. Adhere to all District/department policies and procedures, which include employee conduct standards, attendance standards and dress standards.
- iv. The department will maintain a list of "over contract" hours. Any employee who has a question regarding this should contact the route coordinator.

- v. Drivers working six (6) hours per day will receive an adjusted FTE of 1.0 for the purpose of calculating benefits.
- vi. Contract employees will be contracted to work 181 days. All hours necessary for routing will be paid on an hourly basis.

G. Work Schedule and FTE

- i. 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.
 - 1. 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. An additional 3 hours will be added for spring bus cleaning.
 - 2. A.M. and P.M. routes will be calculated at a minimum of 2 hours each.
 - 3. 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 will be assigned.
 - 4. If the actual driving time is less than the minimum callout time, drivers will not be required to make up the difference.
 - 5. If a driver believes that 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.
 - 6. If there is still a disagreement on the time of the route a grievance may be submitted to the Transportation Grievance Committee.
 - 8. All hours worked per day will be rounded up to the nearest fifteen minute increment.

- ii. 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 (181-day) contract. Time worked in excess of four hours per day for the 181 contract days will be reported on extra pay forms and 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.
 - 1. Additional time, such as time spent driving field trips or other trips, will be paid in addition to the contract amount and 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.
 - 2. Employees who call in sick for the a.m. 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 contracted amount. The normal sick leave policy will be followed and drivers will have the hours deducted from their accumulated sick leave.
- iii. All hours worked over contract will be considered when calculating the FTE (Full Time Equivalency) 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.
 - 1. 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".
 - 2. 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.

H. Field Trips

- i. . The number and category of rotation lists including summer fieldtrips will be decided upon by the Transportation supervisor 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 fieldtrip opportunities are equitable.
- li. Minimum driver pay for weekday trips is two hours.
- iii. Minimum driver pay for weekend trips is three hours.
- iv. 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.
- v. 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.
- vi. On all trips, drivers may travel reasonable miles for meals and other needs provided that drivers inform the person in charge of the fieldtrip/activity of his/her whereabouts and is available to return to the fieldtrip site as needed.
- vii. Fieldtrips and activity trips will be assigned a single driver for pickup and drop-offs unless the trip is scheduled as an emergency trip and no one is available to complete the entire trip.
- viii. 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.
- ix. Provided that no conflict exists per paragraph iv., drivers will be given the first opportunity for additional work.

I. 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.

J. Cleaning and Washing

- i. 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.
- ii. The allowance paid to drivers for washing their bus will be increased by the same percentage applied to the salary schedule each year. This allowance is paid only when a driver is not on their regularly scheduled work hours.

K. Compensation

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

L. Driver Safety Award

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

M. 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:

1. Shared Governance Committee: Each year during the month of September a shared governance committee shall adopt a criteria which all drivers shall be compared against in order to determine which driver shall receive the award. The committee shall consist of the Director of Transportation, the driver foreman, route coordinator, the President of the Salt Lake Transportation Association and the vice-president of the Association;

2. Publication of the Criteria. The established criteria shall be distributed to every driver after the shared governance committee adopts it.
3. 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 \$75.00 that their average hourly assignment per day is of four (4) hours; and
4. 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.

N. Fees

- i. The District will pay for new bus drivers to get physicals, have drug tests and the cost of additional CDL endorsements needed to drive a school bus. If a driver leaves District employ within one year, the cost will be deducted from their last check.
- ii. The District will not pay the first \$10.00 (or the fee for a regular driver's license) of the drivers licensing (as required by law), as this is the cost the employee would normally have had to assume in order to renew his/her original license. However, the District will reimburse the driver the balance of the required fee for the license under the following circumstances:
- iii. Provided these fees are a state reimbursable cost.

O. Seniority

- i. 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/or the seniority date is the same, a random process will be used to assign seniority to the remaining drivers.
- ii. The date of CDL certification will be the date determining seniority to the remaining drivers.

P. Health, Safety and Security

i. Lockers

1. The District will provide lockers if space is available

ii. Physicals

1. 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.

iii. Uniforms

1. All contract drivers will wear uniforms and meet department dress standards as defined by department procedures.
2. Drivers will be provided \$150 each year for uniform expenses.

Salt Lake City School District
Classified Employee
Grievance Form

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

Employee filing grievance: _____

**Date Employee became aware
of the issue** _____

Immediate Supervisor: _____

Representative(s): _____

➤ **Informal Discussion of the Matter**

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

☐ Policy or negotiated provision at issue:

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

☐ Resolution sought by employee:

Signature of Supervisor

Date of Meeting

Signature of Employee

Date of Meeting

Summary of Supervisor Verbal Response:

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

Was matter resolved? ☐ YES ☐ NO

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

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

☐ Attach employee's written grievance.

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

Date of Supervisor Response

Was Grievance resolved? ☐ YES ☐ NO

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

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

☐ Is Employee's written grievance from Step 1 attached?

☐ Is Supervisor's written decision from Step 1 attached?

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

Date of Director/Principal Response

Was Grievance resolved? ☐ YES ☐ NO

➤ **Grievance Step 3**

Date Appeal Received: _____

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

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

Date of Determination: _____

Notice of Formal Remediation – Classified Employee
Hand-Delivered

Employee Name: _____

ID#: _____

Position: _____

Dept./School: _____

Supervisor: _____

Date: _____

This provides notice that the employee listed above will be placed on formal remediation for these performance issue(s):

Previous Discussion #1 Date: _____

Summary of discussion:

Issue(s):

Expectation/Standard:

Time Frame for follow-up:

Previous Discussion #2 Date: _____

Summary of discussion:

Issue(s):

Expectation/Standard:

Assistance Provided by Supervisor:

Time Frame for follow-up:

As of the last follow-up date noted above, the employee was not performing to the performance standards previously discussed with the supervisor. A remediation team will be formed by _____ (no more than 10 working days after the date of this notice). The remediation team shall consist of the employee, the supervisor, and two other members – one selected by the employee and the other selected by the supervisor.

Remediation is a formal process intended to assist the employee in reaching the required performance. While assistance is given, it is ultimately the employee's responsibility to perform as required. To be successful, the employee must be able to independently sustain the required performance level.

Supervisor Signature

Date

Employee Signature

Date

My signature indicates that I received this notice.

**Remediation Plan Template
Classified Employee**

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

Supervisor: _____

Other Team Members: _____

Has this employee been through remediation before? ☐ YES ☐ NO

Performance Issue #1: _____

Performance Standard: _____

Team Assistance/Ideas/Suggestions:

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

Meeting Notes:

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

Meeting Notes:

Performance Issue #2: _____

Performance Standard: _____

Team Assistance/Ideas/Suggestions:

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

Meeting Notes:

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

Meeting Notes:

Remediation Team Evaluation Report

Employee on Remediation: _____ Report Date: _____

Supervisor: _____

Other Team Members: _____

The employee was/was not successful.

Rationale:

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

No District employee or student shall be subjected to discrimination in employment or any District program or activity on the basis of age, color, disability, gender, gender identity, genetic information, national origin, pregnancy, race, religion, sexual orientation, or veteran status. The District is committed to providing equal access and equal opportunity in its programs, services and employment including its policies, complaint processes, program accessibility, District facility use, accommodations and other Equal Employment Opportunity matters. The District also provides equal access to District facilities for all youth groups listed in Title 36 of the United States Code, including scouting groups. The following person has been designated to handle inquiries and complaints regarding unlawful discrimination, harassment, and retaliation: Whitney Banks, Compliance and Investigations, 440 East 100 South, Salt Lake City, Utah 84111, (801) 578-8388. You may also contact the Department for Civil Rights, Denver, CO, (303) 844-5695