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CLASSIFIED EMPLOYEES HANDBOOK AND NEGOTIATED AGREEMENTS

This booklet contains district wide guidelines and negotiated agreements pertaining to the employment and working relationship between the Salt Lake City School District and all Classified Employees of the School District.

There may be specific agreements between employee groups and the District that differ from the other Departments. See Appendix for these negotiated agreements. All are superceded by State mandated law.

SALT LAKE CITY SCHOOL DISTRICT
CLASSIFIED EMPLOYEE HANDBOOK

SECTION I: CLASSIFIED EMPLOYEES DEFINITION

Classified employees are those employees whose positions do not require certification from the Utah State Office of Education.

A. Contract Employees are those employees whose terms and conditions of employment are governed by a formal contract with the district and are paid an annual* salary. They are entitled to all benefits and accrued leave as specified in the contract or other negotiated agreements. Continuation of employment is specified in the contract. (*Contract school bus drivers do not receive annual salaries but do sign a formal contract.) (1995-96)

B. Non-Contract employees are those employees who are paid by the hour or by the day. In some unusual circumstances they may be paid by stipend. They do not sign a contract and are not entitled to paid leave*. Participation in the Utah Retirement system and the district's medical and life insurance programs are contingent upon the number of hours worked and the number of months worked during any fiscal year. Non-contract employees are employed as needed without any specific guarantee of continuation.(1995-96)

C. Career Employee:

1. Contract employees who have successfully completed one year of district employment in a regular, continuing contract assignment.
2. Non-Contract employees working six (6) hours per day in a single assignment for at least three years.

Note: Substitute teachers do not qualify as career employees. Combination assignments where an employee works two or more separate assignments which total six hours per day do not qualify for career status.(1995-96)

D. Provisional Employee:

1. Contract employees who are employed in a regular, continuing contract assignment less than one year.

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

3. Contract employees who are employed in a position which continues only as long as specific program funding is available. These employees do not have an expectation of continued employment beyond the date of termination specified or the termination of the unique funding.(1995-96)

E. Temporary Employee:

All non-contract (hourly, daily, stipend or extra pay) employees not specifically designated in category I or II serve at will.

This category may include any position full or part time and may or may not be eligible for some type of benefit in addition to salary compensation.
(1995-96)

SECTION II - SHARED GOVERNANCE

A. Policy:

The Salt Lake City School District operates within the framework and in an atmosphere of SHARED GOVERNANCE. (Reference Board Policy ABA) Shared governance means that, as far as is feasible, all persons affected by a decision should be represented prior to a decision being made.

B. Representation:

Employees are represented in the decision-making process by a classified employee association representative. Examples of shared governance committees include but are not limited to negotiation committees, task committees, job classification and review committees, and committees which meet with principals, managers, directors or other administrators. Classified employee representatives on School Improvement Councils are elected by the Classified Employees in the building. (1993-94)

Employees may serve on shared governance councils when such service is voluntary and does not place undue burden on them to complete their normal work. Employees may decline to serve on such councils without fear of reprisal.

SECTION III - ETHICS

A. Policy (Reference Board Policy GBC)

It is the policy of the Salt Lake City School District to follow the rules of the Utah Ethics Act.

1. Staff Conduct

District personnel are not authorized to invite school-aged persons to the employee's home unless there is specific permission from the principal.

2. Personal Purchasing

Staff shall not make personal purchases in the name of the school district or local school in order to obtain special discounts or evade sales tax.

3. Economic Benefit, Gifts

Employees may not knowingly receive, accept, take, seek, directly or indirectly, for himself or herself or another a gift of substantial value. An occasional non-pecuniary gift, having a value not to exceed \$50, is allowed.

4. Improper Use of Position

Employees shall not provide information about potential job openings before that information is released to the public, giving friends or family members an advantage.

Employees may not use special access to District decision makers to increase the odds that a friend or family member can get a job with the District or to encourage dismissal of an employee.

5. Restricted Information

Employees will not distribute restricted information according to the rules of the Government Records Access and Management Act (GRAMA) and District procedures.

Employees may not disclose personal information relating to students to persons who do not have both a legal right to obtain the information and a need to receive it.

6. Penalties

The District will reprimand or terminate employment if it is determined that an employee knowingly violated the Ethics Act.

SECTION IV - NON-DISCRIMINATION

A. Policy: (Reference Board Policy GB)

This District prohibits discrimination and harassment based on race, national origin or disability.(2002)

B. Anti Harassment

a. i DISTRICT PERSONNEL ANTI-HARASSMENT (Reference Board Policy GBCD)

1. Authority: Policy GBCC
2. Definition: Key terms defined within the policy
3. Rationale: This policy is designed to deal primarily with the working environment of district personnel and should be read in conjunction with policy JHCE, Student Anti-Harassment Policy. Salt Lake City School District's policy is to provide a work and school environment without sexual discrimination or harassment. Employee-to-employee, employee-to-student and student-to-employee sexual misconduct is especially serious and will be addressed severely. Fraternization by District personnel with students outside the school environment may create the perception of inappropriate conduct or may lead to allegations or instances of sexual harassment or child abuse.

The District also prohibits discrimination and harassment based on race, age national origin or disability.

4. Implementation Procedures/Guidelines:

4.01 Prohibited Conduct

On District premises or on District time, no District employee, student or third party may engage in sexual conduct or other discriminatory or harassing conduct as defined below. The District will investigate all reports of violations of this policy and

will take steps to stop violations, prevent recurrence, and remedy effects of violations as appropriate.

4.01.01 Prohibited Sexual Conduct On District time or on District premises, employees, students and third parties (including agents and patrons) are prohibited from sexually offensive conduct and sexual discrimination, including but not limited to the following:

4.01.01.01 Sexual advances, requests for sexual favors and sexually motivated physical conduct;

4.01.01.02 Subtle pressure for sexual activity;

4.01.01.03 Inappropriate or unwelcome touching, patting, pinching, blocking or brushing against another's body;

4.01.01.04 Foul or obscene language or gestures;

4.01.01.05 Display of sexually offensive or suggestive posters, pictures or objects;

4.01.01.06 Sexually offensive verbal harassment including remarks, questions, teasing, slurs and innuendo;

4.01.01.07 Inappropriate jokes or comments about gender-specific traits;

4.01.01.08 Viewing, printing or transmitting sexually offensive material on a District computer; and

4.01.01.09 Conduct that is demeaning or derisive and occurs substantially because of a person's gender.

4.02 Prohibited Conduct Based on Race, Gender, National Origin or Disability

On District time or on District premises, employees, students and third parties (including agents and patrons) are prohibited

from engaging in the following conduct if the offensiveness or inappropriateness is based on race, national origin or disability:

4.02.01 Display of offensive posters, pictures or objects;

4.02.02 Offensive verbal harassment including remarks, questions, teasing, slurs and innuendo;

4.02.03 Inappropriate jokes or comments about traits or characteristics;

4.02.04 Viewing, printing or transmitting offensive material on a District computer, and

4.02.05 Conduct that is demeaning or derisive and occurs substantially because of a person's race, disability or national origin.

4.03 Additional Prohibited Conduct for Employees and Students

District employees and District students (except student-age employees who are also students in the District) are prohibited from having any kind of romantic interaction with each other.

4.04 Retaliation Prohibited

The District prohibits retaliation against any person who reports violations of this policy or participates in processes under this policy. Retaliation includes, but is not limited to intimidation, reprisal and harassment.

4.05 Duty to Report & Confidentiality

4.05.01 Every employee has a duty to report violations of this policy, using good judgment and common sense to determine whether there are apparent violations. Any employee aware of a violation of this policy must immediately report to the appropriate District official as designated below. An employee who is aware of a violation and fails to report the violation of this policy is subject to disciplinary action.

4.05.02 The District official will respect the confidentiality of reporters and those against whom reports are made as much as possible consistent with the District's legal obligations and the need to investigate violations of this policy and take appropriate remedial action.

4.05.03 Reporters are protected from retaliation.

Approval Date 03/16/93

Revised Date: 08/06/02

a. ii STUDENT ANTI-HARASSMENT POLICY (Reference Board Policy JHCE)

1. Authority: Policy JHCE
2. Definition: Key terms defined within the policy.
3. Rationale:

This policy is to provide a work and school environment without sexual discrimination or harassment. Employee-to-student and student-to-employee sexual conduct is especially serious and will be addressed severely. Fraternization by District personnel with students outside the school environment may create the perception of inappropriate conduct or may lead to allegations or instances of sexual harassment or child abuse. This policy is designed to deal primarily with student interaction and should be read in conjunction with policy **GBCC** dealing with anti-harassment in the workplace by district employees. This policy should also be read in conjunction with policy **JH**-Student Welfare, dealing with the reporting of child abuse, and with **JGF**- Safe School Policy

The District also prohibits discrimination and harassment based on race, national origin or disability.

4. Procedures and Guidelines:

4.01 Prohibited Conduct

On District premises and/or on District time, no District student, employee, or third party may engage in sexual conduct or other

discriminatory or harassing conduct as defined below. The District will investigate all reports of violations of this policy and will take steps to stop violations, prevent recurrence, and remedy effects of violations as appropriate.

4.02 Prohibited Sexual Conduct

4.02.01 On District time and/or on District premises, District students, employees, and third parties (including agents and patrons) are prohibited from sexually offensive conduct and sexual discrimination, including but not limited to the following:

4.02.01.01 Sexual advances, requests for sexual favors and sexually motivated physical conduct;

4.02.01.02 Subtle pressure for sexual activity;

4.02.01.03 Inappropriate touching, patting, pinching, blocking or brushing against another's body (hugging a team member on a playing field is not a violation of this policy);

4.02.01.04 Foul or obscene language or gestures;

4.02.01.05 Display of sexually offensive or suggestive posters, pictures, or objects;

4.02.01.06 Sexually offensive verbal harassment including remarks, questions, teasing, slurs or innuendo;

4.02.01.07 Inappropriate jokes or comments about gender-specific traits;

4.02.01.08 Viewing, printing, or transmitting sexually offensive material on a District computer; and

4.02.01.09 Conduct that is demeaning or derisive and occurs substantially because of a person's gender.

4.02.02 Prohibited Conduct Based on Race, Gender, National Origin or Disability

4.02.02.01 On District time and on District premises, District students, employees and third parties are prohibited from engaging in the following conduct if the offensiveness or inappropriateness is based on race, gender, national origin or disability;

4.02.02.02 Display of offensive posters, pictures, or objects;

4.02.02.03 Offensive verbal harassment including remarks, questions, teasing, slurs or innuendo;

4.02.02.04 Inappropriate jokes or comments about traits or characteristics;

4.02.02.05 Viewing, printing or transmitting offensive material on a District computer; and

4.02.02.06 Conduct that is demeaning or derisive and occurs substantially because of a person's race, gender, national origin or disability.

4.03 Additional Prohibited Conduct for Employees and Students

4.03.01 District employees (except student age employees who are also students in the District) are prohibited from having any kind of romantic interaction with district students.

4.04 Retaliation Prohibited

4.04.01 The District prohibits retaliation against any person who reports violations of this policy or participates in processes under this policy. Retaliation includes, but is not limited to intimidation, reprisal, and harassment.

4.05 Duty to Report & Confidentiality

4.05.01 Every student has a right to report violations, which they believe fall under this policy.

4.05.02 Any employee who is aware of a violation of this policy has a duty to immediately report to the appropriate District official as designated below. An employee who is aware of a violation and fails to report the violation of this policy is subject to disciplinary action.

4.05.03 District officials will respect the confidentiality of reporters and those against whom reports are made as much as possible consistent with the District's legal obligations and the need to investigate violations of this policy and take appropriate remedial action.

4.05.04 A person who knowingly files a false report is subject to discipline.

4.06 How to Report Harassment of or by Students

4.06.01 Student Reports of Violations by Students, Employees, or Other Persons

4.06.02 A student who feels harassed, as defined in this policy, by another student, a District employee or by any person at school or at a school activity, should promptly report to a school counselor, a social worker, a school administrator or to the Director of Student and Family Services, Patricia Roberts, (578-8202), 440 East 100 South, Salt Lake City, UT. A student who is uncomfortable complaining may make a complaint through a third party.

4.06.03 Employee Reports about Employee Violations against Students.

4.06.03.01 An employee who knows of an employee harassing a student must report immediately to the principal or the Assistant Superintendent of Human

Resources (578-8343)440 East 100 South, Salt Lake City, UT.

4.06.04 Employee Reports about Student Violations against Students.

4.06.04.01 An employee who knows of a student harassing a student must report immediately to the principal or the Assistant Superintendent of Human Resources (578-8343).

4.06.05 Employee Reports about Third Party Violations against Students

4.06.05.01 An employee who knows of student harassment by a third party (a visiting speaker, vendor, patron, etc.), must report immediately to the principal, or the Assistant Superintendent of Human Resources (578-8343).

4.06.06 Employee Reports about Student Violations against Employees.

4.06.06.01 An employee who knows of employee harassment by a student must report immediately to the principal, or the Assistant Superintendent of Human Resources (578-8343).

4.07 Principal's Duty Upon Receiving a Report of Harassment

4.07.01 Reports about employee violations against students and student violations against employees.

4.07.01.01 The Principal must notify the Assistant Superintendent of Human Resources (578-8343) immediately, without screening or investigating and submit a written documentation of the report.

4.07.02 Reports about third party violations against students.

4.07.02.01 The Principal must notify the Assistant Superintendent of Human Resources (578-8343) immediately after screening and investigating and submit a written report.

4.07.03 Reports about student violations against students:

4.07.03.01 The principal must report student violation against students to the Director of Student and Family Services, Patricia Roberts, (578-8202), 440 East 100 South, Salt Lake City, Utah 84111, immediately after screening and investigation and submit written documentation to the Director.

4.07.04 Principal's/Administrator's failure to immediately notify as indicated above will result in disciplinary action.

4.08 Investigation & Remedy

4.08.01 The designated District official will investigate as appropriate to the report, promptly upon receiving a report alleging violation of this policy. The District official will take steps as necessary to protect the reporter and other students or employees pending completion of an investigation.

4.08.02 The District official will consider the context and surrounding circumstances to determine whether this policy has been violated and to determine any remedy. If this policy has been violated, the District official will take appropriate action based upon the results of the investigation, including student expulsion or employment termination if necessary. A district official will make a decision and initiate any action within 20 working days of completion of the investigation.

4.09 Employee Fraternization with Students

4.09.01 No employee is authorized to meet alone with an individual student unless it is necessary in the performance of professional duties during school hours on the school premises, i.e. counseling, disciplining, instructing, administrative tasks. If an employee assists a group of students

with a school assignment during non-school hours, it must be on school premises unless the employee has written permission from the principal to meet elsewhere.

4.09.02 Employees are prohibited from being in any private residence with or engaging in any non-school social activity of any kind with students from the attendance school in which the employee works without the prior written permission of the principal. Part-time district employees under the age of 19 who are students of district schools are exempt from this policy's prohibition of social activity with students. The provisions of this policy dealing with student harassment govern conduct of such part-time employees who are also students.

4.09.03 School social activities should, whenever possible, be conducted on school premises. When it is necessary to hold school activities off school premises during non-school hours employees must obtain prior written approval from the school principal.

4.09.04 Nothing in this policy shall preclude an employee from engaging in activities dictated solely by family, community or church relationships.

4.10 Providing Transportation to Students

4.10.01 No employee except an authorized bus driver has authority to provide transportation for any student unless the principal gives express written permission. District employees who receive written permission to provide transportation should not travel alone with a student unless the written permission expressly authorizes the employee to do so.

4.10.02 No employees shall transport a student other than as authorized in this section unless it is necessary for student safety or as authorized under policy IICA.

4.10.03 An employee who knows of an apparent violation of this or the previous section shall promptly report.

4.10.04 Nothing in this policy shall preclude an employee transporting the employee's child to or from school or from participating in that child's car pool, or taking appropriate prudent measures for student safety.

4.11 Dissemination of Policy

4.11.01 Site administrators shall take appropriate actions to reinforce this policy, including:

4.11.02 Provide annual staff in-service;

4.11.03 Provide for all students to discuss this policy in a classroom setting in age appropriate ways, early in each school year; and

4.11.04 Provide student instruction about sexual harassment in at least one full class period each school year.

4.12 A summary of this policy shall be included in notifications sent to all student homes at the beginning of each school year i.e. student handbook or student packet and shall be made available at each administrator's office.

4.13 Questions

4.13.01 If you have questions about this policy, call the Assistant Superintendent of Human Resources at 578-8343.

Approval Date: 09/04/01

Revision Date: 08/06/02

C. Nepotism: (Reference Board Policy GBCA/Staff Conflict of Interest)

1. Policy - Exceptions - The Salt Lake City school district shall not hire any person who is related to any other person who would be working in the same department or school unless:

a. All district advertising procedures are completed and the applicant recommended for hire is the only candidate available, qualified, or eligible for the position; or

- b. The applicant recommended for hire will be employed for 15 hours or fewer per week; or
- c. The applicant recommended for hire is a substitute teacher; or
- d. The applicant recommended for hire is a district student hired in a position directly related to his/her educational program.

“Related” for the purposes of this policy shall be defined as any employee’s father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

- e. Persons hired under any of the exceptions listed above, may not be continued beyond their specified termination date. In addition, the responsible administrator must notify the Assistant Superintendent of Human Resources in writing of exceptions granted under items one or two above. Positions filled under exception item two may not be expanded beyond 15 hours without re-advertising.

- 2. Employee Responsibilities - No district employee may directly supervise another employee who is a relative unless:
 - a. The relative was employed before the district employee assumed his/her supervisory position; or
 - b. The employee is the only applicant available, qualified and eligible for that position.

- 3. No employee of this district shall evade the provisions of this policy by making reciprocal arrangements to hire a relative of an employee in a different department or school.

- 4. No employee shall use or attempt to use his/her official position to secure special privileges or exemptions for him/herself or others including relatives.

D. Americans with Disabilities Act

Any individual with a disability, because of that disability, cannot be denied the benefits of the services, programs, or activities of Salt Lake School District nor be subjected to discrimination by the district or its employees.

1. Any requests for accommodation under the ADA are to be referred to the District's ADA Coordinating Committee through Human Resources.
2. Any complaints of discrimination towards persons with disabilities are to be filed within 60 days with the Human Resource office.

**SECTION V - STAFF USE OR POSSESSION OF ALCOHOL OR
CONTROLLED SUBSTANCES
(Reference Board Policy GBEC and GBEC-R)**

A. No school employee will dispense or distribute alcohol or any controlled substance such as harmful drugs while on school district property including school vehicles, or at any school activity.

B. No school employee shall possess or be under the influence of alcohol or any controlled substance while on school district property, including school vehicles, or at any school activity.

C. As a condition of employment, an employee must notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction.

D. Violation of this policy will result in disciplinary action which may lead to suspension or dismissal of the employee.

E. This policy shall not restrict the use of prescription medicines under the direction of a licensed physician.

F. The district will exercise its right to require an "evaluation of any condition which might hinder an employee from adequately carrying out responsibilities" when there is reasonable cause to believe this policy is being violated.

G. The employee's supervisor shall notify the Human Resource administrator when violation of this policy is suspected.

H. Employees with substance abuse problems may voluntarily seek rehabilitation through employee assistant programs. Information about drug and alcohol counseling and rehabilitation will be provided as needed. (1999-00)

SECTION VI : TERMINATION OF EMPLOYMENT - SALARY REDUCTION EMPLOYMENT EVALUATION

Reference: Board Policy GCPD and State Code 53 A, Orderly Termination
This section outlines the district's policies related to termination of employment for reasons other than retirement. The intent of these policies is to ensure fair and equitable treatment of employees leaving the district.

A. Definitions

1. Discharge

Discharge is defined as a termination initiated by the district for violation of district rules, policies and procedures, misconduct, health reasons, incompetence, insubordination, unsatisfactory work performance, neglect of duty, or where retention of the employee is not in the best interest of the school district.

2. Resignation

Resignation is defined as voluntary termination of employment initiated by the employee.

a. Notice - Whenever an employee must terminate his/her employment, advance notice IN WRITING should be given to the Human Resource office.

As much advance notice as possible is appreciated. However, for all contract employees, a minimum of TWO WEEKS (10 working days) notice must be given. A liquidated damage of up to \$500 may be assessed without such notice. If mutually agreed upon, a shorter notice can be accepted.

b. Benefits - Before employees quit or resign, they should consult with the Human Resource Office. Alternatives may be available. Employees should investigate such alternatives in order to assure themselves of benefits they may have before resigning.

c. Retirement - Employees who retire according to the provisions of the Utah State Retirement system should appropriately contact and provide written notice of their intent to retire to the Human Resource office.

Upon such notice the Human Resource office shall inform retirees of appropriate agency to contact in order to determine retirement benefits and begin the process for initiating retirement.

3. Reduction-In-Force

R.I.F. is defined as termination initiated by the district without prejudice to the employee.

B. Discharge for Cause

1. Contract classified employees terminated for cause shall be given 15-calendar days written notice of termination, which includes the reason for termination.

2. Non-contract classified employees employed in regular continuous assignments for 27-1/2 hours per week or more shall be given 10-calendar days written notice of termination, which includes the reason for termination.

3. Non-contract classified employees employed in temporary, seasonal, student or regular positions less than 27-1/2 hours per week may be terminated for cause without any specified period of notification. The reason for termination will be given.

(Contract employees and non-contract employees working in regular continuous assignments scheduled for 27-1/2 hours per week or more who are recommended for termination for unsatisfactory work performance shall have been unsuccessful in their remediation-assistance program.)

C. Discharge for Non-Performance

If, in the judgment of the District, an employee is at any time during the term of his/her employment identified as not doing work satisfactory to the district, he/she shall be placed on a formal remediation-assistance program. The purpose of this program shall be to assist the employee in correcting, improving, and strengthening those areas of performance in which he/she has not performed satisfactorily.

1. The remediation program shall apply to all contract classified employees and non-contract classified employees who participate in the Utah State Retirement System and work in regular continuous assignments scheduled for 27-1/2 hours per week or more. It does not include temporary, short term, summer, student and seasonal employees, etc.
2. Any employee not covered by the remediation program is guaranteed due process prior to any recommendation for termination.
3. Before an employee is placed on the remediation-assistance program, the following progressive discipline procedure will be followed. Discipline will be corrective in nature and not punitive.
 - a. The employee will have had at least one documented discussion with his/her immediate supervisor to discuss the areas of inadequate performance. If the problem persists, the supervisor will hold a second documented discussion with the employee within a reasonable period of time. This discussion will specify the problem and clearly state a time frame and the assistance the supervisor will give to correct the problem(s).
 - b. If further action is necessary, a written discipline 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 discipline notice may be given.
 - c. If the problem persists after the employee receives a written discipline notice, the employee may be suspended. Notification will be given to the employee in writing. It shall clearly identify the issue and state the duration of the suspension.
 - d. If the employee's performance continues to be unsatisfactory, the following steps will be implemented:
 - i. Notification of Formal Remediation-Assistance Program. The employee identified as not doing work satisfactory to the district standards shall be notified in writing by his/her supervisor.

ii. Identification of Deficiencies

The employee's supervisor shall identify the specific areas of unsatisfactory performance in writing.

iii. Selection of Remediation Team

A remediation team will be formed within 10 working days after notification 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.)

iv. Development of Remediation Plan

The four(4) member remediation team shall cooperatively develop a remediation assistance plan listing specific processes for overcoming the identified deficiencies.

v. Assessments/Time Frame

The assistance procedure shall include two(2) assessments by the team. These assessments will be completed at the end of 15 working days and again at the end of 30 working days.

vi. Completion Date

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

vii. Final Evaluation

The team shall issue a written evaluation report to the employee's department administrator on or before the end of the 45th working day.

viii. 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.

ix. Retention/Termination

The decision to retain or discharge an employee rests solely with the department administrator and the Human Resource Office following established district procedures.

x. Allowance for Remediation-Assistance

a. Employees will be allowed the remediation process twice during their employment. (1993-94)

b. B & G employees will be allowed the remediation

process only once. (1999-00)

D. Discharge Due to Reduction-In-Force

If the district, in its discretion, determines that a reduction in the number of contract career employees is necessary, the following procedure will be observed:

1. R.I.F. Committee

A shared governance committee consisting of equal membership from the association and the administration will review an employee's job knowledge, work performance, and longevity to recommend which employees within the affected job classification will be terminated. (1981)

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

2. Resolution of Committee Disputes

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.

3. Notification

The employee to be discharged shall be notified 10 working days in advance.

4. Sick Leave Benefit

Any contract employee who is terminated for R.I.F. shall be paid 15% of his/her accumulated sick leave at the time of said termination.

(Note: If an employee is rehired on contract within one year of the date of termination, their unused/unpaid sick leave allowance would be restored.)

5. Re-employment

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.

6. Employee Refusal

If an employee is offered re-employment within his/her job classification and refuses to accept this position, the employee will not be considered by the shared governance committee again.

E. Salary Reduction and Demotion:

1. Performance Related Adjustment

If a contract employee is reassigned to a position at a lower classification due to poor performance in his/her current position, salary or wages may be reduced to any appropriate level when approved by Human Resources, provided the employee is notified in writing 10 days prior to the salary adjustment.

2. Organizational Realignment

If a contract employee is reassigned without prejudice to a position at a lower classification due to the elimination of his/her current position or reclassification of that position, his/her current salary or wage will be red-circled (frozen at the same dollar amount) for a period of one year.

3. Change from Full-Time to Part-Time Status

If, with the approval of Human Resources, a contract employee's status is changed from full-time to part-time, the salary will be reduced to an appropriate level.

F. Evaluation/Assessment of Employee's Employment Status

Assessment of an employee's job performance is useful in helping to maintain satisfactory levels of work and achievement and in providing opportunities for planning and communication between the employee and his/her supervisor. Employee evaluations shall be conducted whenever the employee's performance warrants it.

1. Reports

Written reports and commendations regarding exemplary job performance are encouraged. Such reports will be reviewed, copies provided to supervisors or administrators and included in the employee's Human Resource file.

2. Forms

Whenever necessary, written documentation regarding unsatisfactory job performance may be submitted by an employee's supervisor upon the form entitled "Employee Disciplinary Notice", any other district/departmental evaluation forms, or in a memo or letter.

3. Notice of File Entries

Before submission to the Human Resource office for inclusion in an employee's Human Resource file, an employee shall have an opportunity to review, sign, and keep a copy of any performance report or evaluation. The employee's signature does not imply approval nor agreement with the content of such report.

4. Right to Rebuttal

If an employee feels that any performance report is incomplete, inaccurate, or unfair, the employee shall have the right to submit to the Human Resource office the employee's own written statement regarding said report for inclusion in his/her Human Resource file. A copy of the employee's statement will be given to his/her supervisor.

G. Right to Review File

Upon request, the employee or his/her representative (with appropriate authorization) will be allowed to inspect his/her own file except for pre-employment recommendations and records and other information as may be privileged under law and not subject to employee inspection.

SECTION VII - COMPENSATION

A. Paydays:

Classified employees are paid biweekly or monthly. Paychecks will be delivered every other Friday or the first day of the month. In those cases where payday is on a holiday or a weekend, paychecks will be issued by noon on the last working day before payday except where checks are mailed to employee homes.

B. Paychecks:

Paychecks for contract employees are paid annually as follows:

1. 12-month contracts are paid biweekly in 26 equal payments, July through June.
2. 10 and 10-1/2 month Office Personnel contract employees working a traditional calendar shall be given the option of receiving their pay on a 10-pay cycle (October through July) providing they apply in writing on appropriate forms in the Human Resource office no later than August 1st.

3. Monthly contracts for employees working in a “Year Round” program on the year round calendar are paid August 1 through July 1 only.

4. 9-month Child Nutrition contract may be paid biweekly or monthly at the employee's option except as noted below. Biweekly employees receive equal payments* September through June. Monthly employees receive 12 equal payments, October 1 through September 1.

5. Child Nutrition contract employees who wish to change pay options must complete the appropriate form in the Human Resource office no later than 15 calendar days prior to the first working day of their contract.

6. 9-month contract Child Nutrition employees who work in a “year round” assignment will be paid monthly in 12 equal payments, August 1 through July 1.

7. 9-month contract instructors, assistants, or community education managers will be paid monthly on a 10 or 12 pay option. A 10 pay option is 10 equal payments October 1 through July 1. A 12 pay option is 12 equal payments October 1 through September 1.

8. 9-month contract instructors or assistants who work in a “year round” assignment will be paid monthly in 12 equal payments, August 1 through July 1.

9. 8 month contracts are paid biweekly in equal payments*, September through May.

10. 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) contract. The amount owing to the bus drivers for this four-hour, none-month contract will be divided into twenty-one equal payments beginning September 10th of 1999 and ending June 16, 2000. These payment dates will change slightly with each future calendar. Time worked in excess of four hours per day for the 182 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.

*The specific number of pay checks for biweekly contract 9-month or 8-month employees may vary from year to year according to the established calendars for that year.

C. Attached to each paycheck is an advice stub, which gives the employee several items of important information. Employees are encouraged to study this stub every payday to ensure proper compensation. Any questions about paychecks should be referred to the Payroll Office as soon as possible.

D. Deductions:

The Payroll Office follows applicable law and regulations in making deductions for income tax withholding, Social Security, Medicare, and Utah State Retirement. Other deductions approved by the Business Administrator, when also approved by the employee, may be made from the employee's paycheck. These other deductions could include deposits made to approved credit unions, payment of association dues, contributions to the United Way, purchase of US Savings Bonds, contributions to the Employee Welfare Association (EWA), or certain insurance premiums. It is also possible, if you are a contract employee, to direct part of your salary to tax-sheltered annuity programs.

E. Salary and Salary Placement:

Salary schedules and wage tables are adopted by the Board of Education usually following negotiations with representatives of the affected employees. Those schedules and tables are published and made available to employees upon request. Your placement on the salary schedule is determined by Board and administrative policy, including procedures negotiated with different employee groups. Questions about your salary placement should be directed to your department supervisor or to the Human Resources Department.

F. Mileage (Reference Board Policy DLC):

The Salt Lake City School District will provide a reimbursement per mile for employees who are approved to travel in their personal automobiles as a part of their regular assignment with the school district.

The determination as to who qualifies for such payment shall be made by the district budget manager and the department supervisor or program coordinator.

G. Overtime:

The Salt Lake City School District adheres to the rules and regulations of the FAIR LABOR STANDARDS ACT, which regulates minimum wage, overtime and employment.

Most classified employees are covered by this act. Employees exempt from these regulations would include (but not limited to) supervisors and managers, coordinators and senior accountants, purchasing agents and data processing systems analysts, and other supervisory or specialized/technical positions as determined by the district in accordance with the FLSA guidelines.

1. Definition

Overtime is defined as any time worked in excess of 40 hours per week. A work week consists of seven consecutive 24 hour days.

For most of the Salt Lake City School District, a work week begins one minute after midnight Friday and ends at 12 midnight on the next Friday.

Some classified employees participate in a flexible work week (flex schedule). The work week still consists of 7 consecutive 24 hour days. However, when the work week begins and ends is individually defined by the employee and their supervisor.

When an employee is on sick leave, vacation, holiday, or any other leave during the work week, this is not included when totaling 40 hours. Hours must be actual time worked.

2. Compensation

Those employees who are not exempt from the wage and hour provisions of the FLSA and who work more than 40 hours per week must be compensated at the rate of time-and-one-half of the employee's current hourly rate. Overtime will be compensated for in cash or in time off as determined by the department supervisor, director or school principal as approved by the Superintendent or his/her designee.

For example, employees who work 50 hours in one week must receive an additional 10 hours of pay at time-and-one-half their hourly rate of pay or receive 15 hours of compensatory time off work.

Overtime should be paid or time off given within the pay period or month it is worked if at all possible. However, overtime must be compensated for within the fiscal year it is earned. It cannot be carried forward into a new year.

3. Approval

An employee may not work overtime upon his or her own initiative nor may an employee volunteer to work overtime nor waive his/her right to overtime compensation by either working free or by agreeing to work overtime at his/her regular pay rate.

Because of the substantial economic impact upon the district, overtime pay will be allowed only under circumstances of critical need and only with the prior approval of the Superintendent or his/her designee.

Supervisors, foremen, managers, and principals may not, upon their own initiative, authorize the working of overtime except as approved by staff level administration.

If any employee, supervisor, principal, etc. has any question or concern regarding overtime, they should contact the Human Resource office immediately.

SECTION VIII - CALENDARS

Annually, the Board of Education adopts and then publishes a calendar for the school year which specifies the days that school is in session. In addition, calendars which identify workdays for employees on 9 month, 10 month, and 12-month contracts are also published. The official district calendar or schedule is developed through the shared governance process.

Actual Work Days:

Actual work days are identified for each contract period as follows: 9 month employees work 182 days, 180 for Child Nutrition employees; 10 month employees work 202 days; 10-1/2 month employees work 212 days; 12 month Office Personnel employees work 245* work days; 12 month Buildings and Grounds employees, Comprehensive employees and Audio Visual employees have 246 work days.

*All contract office personnel employees will have the opportunity to work one additional day each fiscal year at their daily rate of pay. Employees may only work this extra day on a non-scheduled working day according to district calendars.

SECTION IX - ASSIGNMENTS - TRANSFERS - PROMOTIONS

A. Assignments

Assignments to specific schools, offices, or positions will be made by a Human Resources administrator in cooperation with principals, foremen, department supervisors, and directors. Factors taken into consideration in making assignments are the employee's skills and needs of the district.

B. Transfers and Promotions

Any employee may request transfer to or apply for any position in the district at any time. The request must be made in writing and submitted to the Human Resource office.

1. Request Forms

The request form allows the employee to specify the nature of the assignment for which she/he is applying, including department or school, job classification, specific job title, and effective date of the request.

A request for transfer may be initiated by a principal, department supervisor, or director as well as by the employee.

2. Vacancy Announcements

a. When classified vacancies occur, they shall be announced through various district wide communication means such as e-mail or newsletters, provided the district has received 30 days written notice of the termination which caused the vacancy. Where no such notice has been given and the time and the nature of the vacancy will allow, the district may advertise. In cases where advertising a vacancy is not feasible, the Human Resource office will advise the appropriate association officer of the vacancy.

b. Head Custodial vacancies will always be advertised. In order to assure proper notification, all custodial vacancies, posted, advertised and unadvertised will be prominently displayed in the custodial room. Head custodians will be responsible to see that

all custodial employees read and initial or sign the notification document.

3. Vacancy Selection

When vacancies occur, transfer requests, applications, and/or resumes are judged on the basis of the applicant's qualifications, job performance, and the needs of the district. Employees qualified for an advertised position will be guaranteed an interview and qualifications being, substantially equal, the decision will be made in favor of the board employee. (1999-00)

4. Selection Interviews

Applicants may be required to participate in a selection process consisting of interviews and testing by a shared governance interview committee. Members of the interviewing committee must attempt to identify the candidate's job knowledge, skills and education, physical qualifications where relevant, mental ability, judgment, ability to communicate, aptitudes, personality factors such as initiative, flexibility, adaptability, human relations ability, cooperativeness and work orientation, reliability, honesty, integrity, and conscientiousness. The following steps will be followed in the selection process:

a. The interview committee will ascertain what the person is supposed to do in the job. A job description will be given which states the specific qualifications, minimum standards, and level of performance required to satisfactorily perform the job.

These job descriptions will be made available to all candidates and carefully reviewed by the interview committee.

b. A simple interview outline will be used by each member of the team to assist in achieving an impartial analysis of each candidate's traits.

c. Every effort will be made to identify each candidate's strong and weak points. Members of the team should deal with facts and documented performance evaluations.

Any negative performance appraisals will not be used in the evaluation process when these have never been discussed or shared with the employee prior to the interview.

5. Seniority

In cases where two (2) or more employees request to be transferred to the same vacancy and qualifications and job performance are determined to be substantially equal, seniority will control.

6. Periodic Interviews

As part of the process for determining which employees will be transferred or promoted, each department may periodically conduct interviews to assess employees' applications. The interviews are conducted by a shared governance committee. Future vacancies may be filled based upon the data gathered by this committee.

7. Superintendent's Transfer

The Superintendent may effect a transfer of any employee. Such transfers will be made in consultation with appropriate association officers or representatives of the employee's choice.

SECTION X - LEAVE

Description: A leave of absence is a temporary suspension of employment for a stated period of time.

Leaves of absence may be short term or long term and may be granted with or without pay depending upon the nature of the leave requested and granted. The types of leave available are described and will vary according to their type, duration and the conditions under which they are granted.

A day as used in this section is equal to the number of hours specified in an employee's full time contract schedule and multiplied by his/her FTE if less than full time.

Staff Leaves of Absence: (Reference Board Policy GCBD)

The Board of Education, upon application by an employee, shall approve a leave of absence without pay for the following reasons: compulsory military service, campaigning for, serving in public office, or serving as an officer or on the staff of a national or state professional association. Except for campaigning or service in public office, a grantee upon return shall be placed at the same position on the salary he/she would have qualified for had he/she worked during the period.

The Board of Education, upon application of a qualified employee, shall approve a leave of absence pursuant to the Family and Medical Leave Act of 1993 (effective 2/5/94).

The Board of Education, upon application by an employee, may grant a leave of absence for a specified period without pay for the following reasons: illness, maternity, transfer of spouse, further study and other comparable reasons.

Additional leaves may be granted according to negotiated agreements with associations.

Any leave of absence, when granted, is for a specific period of time to be determined at the time such leave is granted. Requests for an extension of the time may be considered by the Board.

At the end of the period the grantee will have the right to be restored to his/her former position, or to a position of like status, seniority and pay, if/when such a position is available, unless otherwise agreed in writing at the time such leave is granted.

A. Leave Without Pay

1. An unpaid leave of absence for up to one (1) year may be granted for illness or recuperation not covered by sick leave, infant/child rearing, transfer of spouse, further study, and other comparable reasons.

2. Application - Application for such leave should be made to the Human Resources Department at least 15 calendar days prior to the date on which the leave would begin, except in the case of an emergency.

3. Employees who, while on a leave of absence without pay, might become ill or disabled are not entitled to sick leave pay.

4. Conditions for Return to Work - An employee may return to work when a position is available for which he/she is qualified. The employee shall give Human Resources written advance notice of his/her return to employment at least 30 days prior to the expected return date except where the employee and administrator may mutually agree upon a lesser notification period.

In the event that more than one (1) employee returning from an extended leave is qualified for a given position, the employee who makes the first written application to return will be assigned that position.

a. Short Term Leave - If, at the time of taking an approved leave without pay, the employee specifies a time of return to employment within 60 calendar days, he/she shall be entitled to return to the position from which he/she takes leave upon expiration of the approved leave except for Child Nutrition employees whose leave may be modified as follows:

Any Child Nutrition contract employee who is absent from work for a period of 30 consecutive calendar days shall have his/her continuation in that position reviewed by the Director of Child Nutrition, field supervisor, and immediate unit manager (where applicable), and the employee may be replaced. Upon return to work, the employee will notify the Director of Child Nutrition and will be placed in the next available position in the district at his/her same rate of pay.

Note: This provision extends to an employee's specific assignment but in no way jeopardizes his/her continuing contract.

b. Long Term Leave - An employee returning from an approved extended leave (61 calendar days up to one (1) year) without pay will be returned to the district's employ if there is an opening within the job classification held at the time of leave or will be returned to the next available opening within that classification.

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

Upon his/her return to work, all unused/unpaid accumulated sick leave and any other benefits which were accumulated to his/her credit and not yet compensated shall be restored.

d. Insurance Benefits - Contract employees on an unpaid leave are not covered by the district's health and accident insurance policy (dental where applicable) beyond 60 calendar days after the last day of regular paid service prior to taking such leave except as provided by insurance continuation benefits as outlined.

B. Bereavement Leave

1. Immediate Family

Up to forty (40) hours of paid leave is granted to a contract employee in the event of death in the immediate family.

Immediate family shall be defined as spouse, father, mother, father-in-law, mother-in-law, brother, sister, son, daughter, grandchildren (2001-02), or persons who have assumed these roles, or other persons for whom the employee has assumed responsibility.

2. Limited Use

One (8) hour day for funeral plus not more than sixteen (16) hours for travel time, if necessary, may be granted for the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law.

C. Temporary Leave

Employees may be granted the following temporary leaves of absence with pay during each fiscal year if needed.

1. Required Legal Proceedings - The time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceedings if the employee is required by law to attend (less any remuneration received for such service).

Procedures for reporting such leave should be verified with the district Payroll Office.

2. Jury Duty - Employees shall be granted leave with pay (less any remuneration received for such services) for jury duty.

Procedures for reporting such leave should be verified with the district Payroll Office.

3. District Meetings, Conventions or Workshops - The time necessary to attend district-sponsored meetings, conventions, or workshops when permission is granted by the administration and the employee's immediate supervisor.

4. Association Leave - The time necessary to serve by administrative assignment on district shared governance committees or attend to association matters as approved by the Superintendent or designee.

Association release time shall be considered on a case by case basis. All requests for association release time must be made to the immediate supervisor and approved through the Office of Business Administration. Approval for, or denial of, such requests will be mailed to the appropriate office.

D. Military Leave

The district shall grant military leave to employees according to the provisions of Section 39.3.1 of the Utah Code Annotated. The following summarizes the district's policy:

1. Contract employees who serve in the Armed Forces shall be granted military leave of absence without pay. Such leave of absence shall extend for three (3) months following honorable discharge from the service. Requests for reinstatement of employment will not be granted if made more than three (3) months after discharge.

2. Re-employment will be made according to the district's long-term leave provisions.

3. Salary Placement - Contract employees on military leave will receive, by the Salt Lake City School District, the same salary which they would have received had they continued in the service of the district.

4. The district will permit employees to use vacation days for short-term military assignments such as National Guard summer camp.

E. Personal Leave

One (1) day of leave, with pay, will be granted annually to contract employees for reasons of compelling personal business which cannot be conducted outside of working hours or for reasons of urgent personal or family emergency. Employees anticipating a need to use personal

leave are invited to inquire at the Human Resource office for clarification of the guidelines for such leave. (2001-02)

A day is equal to the number of hours specified in the employee's full time contract schedule and multiplied by their FTE if less than full time.

If unused, the fully paid personal leave day will be added to the employee's accumulated sick leave.

Employees contracted to work less than 12 months may 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.

1. Partial Paid Day

One (1) additional day of personal leave will be granted during a year with a deduction from an employee's salary.

A day is equal to the number of hours specified in an employee's full time contract schedule and multiplied by his/her FTE if less than full time.

The amount to be deducted shall be 57% of the employee's daily/hourly rate for 12-month employees and 40% for all other employees. The amount of the deduction is based upon the number of days or hours submitted by the employee.

The annual partially paid day is not accumulative.

2. Extended Personal Leave

After fully paid or partially paid days of personal leave provided have been used, an employee may use days of his/her sick leave for additional days of personal leave upon approval of his/her immediate supervisor and the Administrator for Human Resources, or the Assistant Superintendent for Human Resources.

3. Reporting

- a. Whenever possible, prior approval should be obtained when using personal leave. In the event that the absence does not qualify for the use of such leave, the employee will sustain a pay deduction.

b. When taking personal leave, the employee shall sign the employee's Verification of Absence form requesting such leave.

F. Sick Leave - Short Term Illnesses and Injuries

1. Policy

All contract employees employed by the Salt Lake City School District shall be entitled to the sick leave benefits hereinafter stated for personal illness or serious illness in the immediate family. Immediate family is defined as spouse, son or daughter residing in the home, father or mother residing in the home, any other persons residing in the employee's household who may have assumed one of the roles indicated above.

In cases of illness of any member of the employee's immediate family as described above, 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. See the provisions of the Family and Medical Leave Act below for additional information.

a. New Employees

For new contract employees, accrual of benefits for sick leave shall not begin until the employee has reported for duty.

b. Classified employees

Will not be able to use sick leave unless it is accrued. Any employee who has a need for an advance on sick leave use should meet with Human Resources who will review individual request.

c. Proration of Benefits

Sick leave benefits for employees who begin their employment after the first working day of their contract year or terminate before the last working day, shall be prorated to the ratio of the number of days worked to the total number of days in the employee's annual contract year.

d. Maximum Use

No employee may use more than a maximum of 120 days of sick leave benefits for any one illness. These days may be from the employees' accumulated total or the sick leave bank or a combination of the two. These days need not be consecutive.

2. Reporting

a. Employees should report to their immediate supervisor as early as possible but no later than the beginning of each shift when an absence is required. Exceptions to this requirement are:

b. Extended Illness or Injury

In cases of extended illness or injury, it is not necessary for an employee to report his/her absence on a daily basis. The immediate supervisor will inform the employee of the proper reporting procedure during the employee's initial contact.

3. Family and Medical Leave

a. Any employee who has been employed by the Board of Education for 12 months and who has worked at least 31 weeks (1,250 hours) in the year preceding the request for leave may take up to 12 weeks unpaid leave, in a 12-month period (a) for the birth of a child and to care for such child; or the placement of a child for adoption or foster care; (b) to care for the employee's seriously-ill spouse, son, daughter or parent; or (c) because of the employee's serious health condition that makes the employee unable to perform his or her job functions.

b. Implementation Procedures/ Guidelines

This leave is provided pursuant to the Family and Medical Leave Act of 1993 and will be interpreted according to the Act, its implementing regulations and applicable case law.

i. Employees must give Human Resources 30 days advance notice of leave, or when 30 days is not practicable, notice within 2 business days from when the employee learns of the need for leave.

ii. Scheduling of Foreseeable Treatment.

iii. Medical Certification. Employees must provide medical certification of their own or a family member's serious health condition that makes leave necessary. The School District may require an employee on medical leave to provide medical certification that the employee is able to resume work.

iv. Substitution of Paid for Unpaid Leave. The District may require any employee who has accrued paid sick, vacation or personal leave to substitute it for the medical or family leave to which the employee is entitled. The employee may also choose to so substitute.

v. Intermittent Leave & Leave Near End of Semester. Intermittent leave is available for births and adoptions/foster care only by mutual agreement between Salt Lake City School District and the employee. Intermittent medical leave is available upon certification of medical need, but the District may transfer the employee temporarily to an equivalent alternate position.

vi. Limits for Spouses Both Employed by the District. Spouses who are both employed by the District are limited to a total of 12 weeks leave shared between the two spouses for (1) birth, (2) adoption/foster care or (3) care for a sick parent.

vii. Periodic Reporting. Salt Lake City School District may require periodic status reports from an employee on leave.

viii. Employment and Benefits Protection. Following leave taken under this policy, an employee will be restored either to the position he or she left or to an equivalent position. Taking his/her leave will not result in loss of employment benefit accrued prior to the leave. However, this policy does not provide accrual of seniority or employment benefits during the period of leave. For highly compensated employees, some restrictions apply.

ix. Maintenance of Health Benefits. During an employee's leave under this policy, the District will maintain the employee's coverage under any group health plan at the level and under the conditions it would have been provided if the employee had not taken leave. If the employee fails to return from leave for reasons within the employee's control, Salt Lake City School District may recover the premium portion it paid for maintaining coverage during the leave.

x. No Retaliation. The District will not discriminate against any employee for exercising or attempting to exercise any right under this policy.

4. Incapacitation

In cases where it is not possible for the employee to notify his/her supervisor due to extreme illness or hospital confinement, it is still the responsibility of the employee to ensure that the immediate supervisor is appropriately contacted without delay by the employee's representative.

5. Immediate Supervisor Unavailable

In cases where the immediate supervisor cannot be reached a message must be relayed through the immediate supervisor's designee.

6. Verification of Illness

The Salt Lake City School District reserves the right to require written medical verification for any sick leave. An employee's physician may need to attest to the employee's physical condition, ability, and advisability of the employee performing his/her duties. At the discretion of the school district, written verification of an employee's absence may be subject to review by a physician of the district's choosing.

7. Accrual

The annual sick leave allowance for contract employees shall be based upon the number of months contracted to work, plus one, times their FTE. A full time FTE (1.0) for all employees except Child Nutrition shall be based upon 8 hours per day. Contract Child Nutrition employees working full time may be 6 hours/day, 7 hours/day or 8 hours/day. The yearly allowance for Child Nutrition employees will be prorated according to the number of hours per day for their FTE. Employees who work less than a full FTE shall have their sick leave allowance prorated accordingly.

a. 8 Hours/Day (1.00 FTE) Contract Months Worked	Allowance
8	72 Hours
9	80 Hours
10	88 Hours
10-1/2	92 Hours
12	104 Hours

b. 7 Hours/Day (1.00 FTE) Contract Months Worked	Allowance
9	70 Hours
c. 6 Hours/Day (1.00 FTE) Contract Months Worked	Allowance
9	60 Hours

8. Reimbursement

Reimbursement of accumulated unused sick leave at the time of retirement will be paid at 19% of the employee’s unused account which may not exceed the cumulative allowance listed below.

Accumulated unused sick leave may be converted to salary when the employee is eligible for retirement benefits under the rules and regulations of the Utah State Retirement Board or during the period of one to five years before the employee becomes eligible for retirement benefits. Employees who become sick during any period of time after a conversion of their sick leave to salary has been made may use days of sick leave accrued after the conversion but may not use any of the accumulation that was converted to salary, unless they repay the salary that resulted from the sick leave conversion.

To utilize this option the employee must make an election on, or before, the June first preceding the employees contract year when the conversion is to be effective. The conversion may be for all, or any portion, of the employees accumulated sick leave balance as of the date of the election. The employee may make a new election on, or before June first of any year, during this one to five year period before becoming eligible for retirement benefits. The conversion will be made at the rate of 19% of the accumulated balance but, in no case will the number of sick leave days converted to salary exceed 19% of the number of days/hours in the following table.

Contract Months Worked/Year	Retirement Cumulative Allowance
8	180 Days/1,440 Hours
9	180 Days/1,440 Hours
10	200 Days/1,600 Hours
10-1/2	200 Days/1,600 Hours
11	220 Days/1,760 Hours
12	240 Days/1,920 Hours

The rules for entry into the “sick leave bank” will be adjusted so that before an employee may be eligible for the sick leave bank that employee must repay any salary that has been paid as a result of the conversion of sick leave

accrual to salary and then proceed to use up all accumulated sick leave before they would be eligible for the sick leave bank.

9. Sick Leave Bank

a. Sick leave bank is established for contract employees to draw upon for serious illness, accidents, hospitalization, and disability which extends beyond their own accumulated sick leave.

b. Contributions

Each year, all contract employees contribute one-half of a day's contract hours from their total sick leave allowance. In the event the bank reaches a specified total number of hours as determined by the sick leave bank committee, employees may not be required to make the normal contribution that year.

c. Eligibility and Application

Employees with four (4) years or more seniority (continuous contract service) who have used all of their accumulated sick leave may apply to the Sick Leave Bank for an extension of sick leave benefits.

Application for benefits must be made in writing on appropriate forms provided by Human Resources

d. Maximum Use

No employee may use more than a maximum of 120 days of combined (individual and bank) sick leave benefits for any one illness. These days need not be consecutive. In unusual cases, employees may appeal to the Board of Education for extension of sick leave beyond this provision.

e. Waiting Period

After a contract employee has used all of his/her accumulated sick leave, there will be for each occurrence five (5) days without sick leave benefits before starting to draw from the sick leave bank. The five-day waiting period for sick leave bank is waived for employees with 20 or more years (2001-02).

f. Administration Committee

The sick leave bank shall be administered by the Sick Leave Bank Committee composed of a Human Resource administrator as chairperson and representatives from the recognized employee associations.

10. Sick Leave Incentive Program

Contract Buildings & Grounds employees (employees paid from the Maintenance and Operations salary schedules), contract Child Nutrition employees and contract Transportation school bus drivers (employees paid from the bus drivers salary schedule) participate in a Sick Leave Incentive program.

- a. The first five days of sick leave used in any contract year shall be compensated at 75% of an employee's gross daily rate. On the sixth day the employee shall be compensated at 100% of their gross daily rate.
- b. When an employee is absent from work because of illness that involves hospitalization, the employee may report the absence as "hospitalization illness" or simply as illness. If the absence is reported as hospitalization, there will be no pay deduction for the absence and the employee will not be eligible for the sick leave incentive payment at the end of the year. If the absence is reported as "illness", there will be a 25% loss of pay for the absence, but the employee will be eligible for the incentive payment.
- c. Employees must be actively employed at the end of the contract year in order to receive this sick leave incentive payment.
- d. Employees do not have the option not to participate in the program. At the time of contract, each employee will be enrolled in the program.
- e. Employees injured on the job who qualify for Worker's Compensation may select to have a pay deduction for the absence. Accordingly, they could qualify for the incentive award according to the established guidelines for total sick leave use.
- f. Incentive Award:
 - i. Child Nutrition and Transportation: Employees who use four (4) days or less of sick leave in any contract year will be paid a one time annual payment of \$325*. Employees who use five (5) days or less of sick leave in any contract year will be paid a \$260* one-time annual payment. This is for each full-time equivalent employee or proportion thereof. Payments are made after the end of the contract year.

ii. Buildings & Grounds: Employees who use five (5) days or less of sick leave in any contract year will be paid a one time annual payment of \$455*. Employees who use six (6) days or less of sick leave in any contract year will be paid a \$360* one-time annual payment. These payments are for each full-time equivalent employee or proportion thereof. Payments are made after the end of the contract year.

*Amounts subject to change through negotiated agreement.

11. Vacation

a. All 12-month contract classified employees accrue annual vacation leave according to the following schedule:

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

(*Refer to continuation of benefits under Leaves Without Pay.)

b. Accrual

Vacation hours are accrued in proportion to the number of hours specified in an employee's full time contract schedule and multiplied by their FTE if less than full time.

Vacation hours are accrued throughout the contract year in proportion to the relationship of the number of days actually worked to the total number of days in the full 12-month contract.

If an employee does not complete a full year of service upon termination, the employee will have accrued to his/her credit

vacation hours in proportion to the portion of the year actually worked.

To determine the years of service to calculate vacation hours earned, employees contracted prior to December 31 may count that year as one complete year of service.

Employees who were contracted after December 31 will not count that fiscal year to determine the number of years worked.

c. Allowance for Hourly Service

When the district offers an hourly employee contract employment (12 month), the employee may be given one year of vacation step credit for every three years of hourly service rendered if: (1) The hourly employee, prior to contract service, worked in a position requiring a minimum of six hours daily. (2) The employee receives a contract in the same job classification.

d. Approval

Accrued vacation may be used at any time during the contract year. An employee may arrange his/her vacation schedule, but that schedule/vacation time must be approved by the employee's immediate supervisor.

If an employee feels his/her supervisor has been arbitrary in not granting vacation, the employee is invited to use the grievance process.

SECTION XI - WORK RELATED INJURIES

A. Policy

Any employee who sustains an injury as a result of a work-related accident is covered under the guidelines of the Worker's Compensation law of the State of Utah.

B. Reporting

Any employee injured at work should report the injury, no matter how slight, to his/her supervisor immediately. He/she may lose rights if the injury is not reported promptly. It is the employee's responsibility to complete the Employer's First Report of Injury form within 48 hours of the accident.

C. Medical Treatment

If an injury is severe or life threatening, paramedics should be called and the employee should be taken to the nearest hospital.

In all other cases, if an employee seeks medical assistance, the employee must first go to one of the following locations:

Salt Lake Industrial Clinic
441 South Redwood Road
Salt Lake City, UT

S.L. Regional Medical Center
(Holy Cross Hospital)
1050 East South Temple
Salt Lake City, UT

D. Compensation

Contract employees may remain on full salary for any time away from work as a result of an injury, provided they have earned sick leave to cover time not worked that is not covered by the Worker's Compensation law.

Non-contract employees will receive two-thirds (2/3) of their daily salary for required time away, beginning with the fourth day of absence.

Employees receiving worker's compensation do not accrue retirement service credit.

SECTION XII - GRIEVANCES

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.

A. 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 or allegation of wrongful termination.

B. Procedure

It is the policy of the district to attempt to resolve all grievances promptly and expeditiously, in accordance with the following procedure.

1. Step One - Oral Grievance

- a. The employee with a grievance must first attempt to resolve it 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 grievance is based. The employee is required to identify the specific policy or agreement which has been violated.

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

2. Step Two - Written Grievance

a. If the grievance is not resolved informally in step one, the employee may file the grievance with his/her immediate supervisor in writing within five (5) working days after receiving the answer in step one.

b. 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.

c. 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 Resource office and the association if needed, make his/her decision, and communicate his/her answer in writing to the concerned parties.

3. Step Three - Appeal of Written Grievance

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

b. The General Supervisor 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, to try to resolve the grievance.

c. The General Supervisor shall make a decision within fifteen (15) working days after the third step grievance meeting and communicate the decision in writing to the parties concerned.

4. Step Four - Appeal of Written Grievance

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

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

c. The Director shall make a decision within fifteen (15) working days after the fourth step grievance meeting and communicate the decision in writing to the parties concerned.

5. Step Five - Appeal of Written Grievance

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

b. 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, to try to resolve the grievance.

C. Time Limits

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the employee became aware of the act or condition upon which the grievance is based. If a grievance is not presented within such time limits, it 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.

D. Meeting and Representation

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.

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.

E. Impartial Third Party Hearing

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 recommendations.

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.

3. The hearing examiner shall have no authority to amend, modify, nullify, ignore, add to or subtract from district policy or agreements. His/her authority shall be strictly limited to making a recommendation 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 recommendations 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.

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.

5. The recommendation of the hearing examiner to the Board shall be advisory only. The Board 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 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 in its decision does not exceed its authority as established in the law.

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.

SECTION XIII - INSURANCE

The District will maintain an insurance committee (Insurance Design Committee) with representation from each classified employee bargaining unit and bargaining units for other classifications of employees. The insurance committee will evaluate the District's insurance benefits and develop plans to achieve the best possible efficiency for the District and its employees. These plans will be recommendations to the District and the classified employee bargaining units. The District will change insurance benefits only through negotiations with the Classified employee bargaining units and bargaining units for other classifications of employees, or when there is a change due to legislative mandate. However, the District retains the right to choose the provider of those benefits (insurance company, self insurance, etc.). The District will change the benefit provider only after discussion and input from the

Classified employee bargaining units and bargaining units for other classifications of employees.

The Insurance Design Committee will recommend the amount, when deemed necessary, of a co-premium required of any employee who elects to participate in a District provided insurance program. The committee will recommend the total premium, the District's portion of the premium and the employee's portion of the premium. These recommendations will be ratified through the negotiation process.

Insurance co-premium increases that are recommended by the Insurance Design Committee and ratified by the Classified employee bargaining units will not be effective until the district actually has to pay this increase and will continue at the increased rate until a new co-premium is recommended and ratified.

A. Contract Employees

Contract employees and their dependents are covered by a medical and life (employee only) insurance policy. Some employee groups have elected to be covered with a dental insurance policy.

1. Full Time Contracts

Employees whose contracts are .750 FTE (time worked) or greater will have the full cost of the District's portion of the insurance premium paid by the district.

2. Part Time Contracts

a. Employees whose contracts are less than 0.750 FTE (time worked) have the option of being covered by the district's insurance programs by paying the proportionate amount of the District's portion of the premium.

b. Employees will pay the fraction of the cost according to their contracts and its relationship to 0.75 FTE. For example, a 0.50 FTE contract employee will pay 25% of the District's portion of the insurance premium; a 0.563 FTE contract employee will pay 18.7% of the portion of the District's portion of the insurance premium.

c. The amount of the District's portion of the premium paid by a part time contract employee will be in addition to the amount of the co-premium paid by all participating employees.

- d. Part time contract employees have four options available:
 - i. Employees may select to be covered by medical, life and dental (when applicable) insurance.
 - ii. Employees may select to be covered by medical and life insurance only;
 - iii. Employees may select to be covered by dental insurance only (when applicable).
 - iv. Employees may select no insurance coverage.

Note: Part time contract school bus drivers and office personnel working less than 0.75 FTE may elect to participate in the district's life insurance program without participating in the medical (health and accident) insurance program.

Employees must complete the appropriate "Option" card and insurance enrollment forms as needed after signing their contract choosing one of the designated options.

- 3. Employees who elect not to participate in any insurance program at the time of their contract may only enroll thereafter during the district's open enrollment period. Late entrance will be subject to an 18 month pre-existing condition. (Regulations for late entrance are defined by HIPAA).
- 4. Participating employees with dependents who elect to have single coverage may only add dependents to their program except during Open enrollment or during a special enrollment period required by HIPAA. Also, if an employee elects to drop dependents during the year, re-participation in the program will be allowed only during the same open enrollment period under the same circumstances as listed above.
 - a. Part-time employees may elect to drop dependents or to cancel their coverage at any time during the year. Employees who elect to cancel their coverage must complete a new "option" card indicating their choice to discontinue insurance coverage.
 - b. Dependents may be added when an employee's status has changed such as marriage, childbirth, adoption, etc, or during a special enrollment period as defined by HIPAA. These additions must be made on the appropriate forms in the Human Resource office within 31 days of the event by completing an enrollment form.

5. Medical Insurance Waiver:

In the event any eligible contract employee elects not to accept health and accident insurance coverage, one half the funds the District would have contributed to that coverage will go into the flexible spending program for that employee upon his/her written request and enrollment application.

Any contract employee applying to withdraw from the health and accident plan must first document other coverage in order to adopt this provision and provide evidence of insurability prior to returning to district approved plan

Participation in the medical insurance waiver and flexible spending program must be renewed annually. An employee must complete the appropriate enrollment form prior to the beginning of each contract year. Application can only be made during open enrollment.

6. All Buildings and Grounds, Office Personnel, Comprehensive Employees, and Transportation employees are provided dental insurance coverage. Information is available from the Human Resource office.

B. Non-contract Employees may participate in the district's medical and life insurance programs as per the following provisions:

1. Classification #1 - Buildings and Grounds, Child Nutrition and Office Personnel. Non-contract Buildings and Grounds, Child Nutrition and Office Personnel employees working eight (8) hours per day, five days per week in continuous positions (where the regular assignment is more than eight months per year as defined by the District) are offered the option of enrolling in the District's medical and life insurance program at no cost except for that portion of the monthly premium required of all employees.

a. Employees who work four (4) to seven and one-half (7-1/2) hours per day, five days per week in continuous positions (where the regular assignment is more than eight months per year as defined by the district) are offered the option of enrolling in the district's medical and life insurance program on a cost-sharing basis.

b. The district's share of the premium will be the employee's FTE (hours per day) as it relates to full time (8 hours per day). For example, an employee who works four (4) hours per day (0.50 FTE) will be required to pay 50 percent of the cost, an employee who works six (6) hours per day (0.75 FTE) will be required to pay 25 percent of the cost, and an employee who works seven (7) hours per day (0.875 FTE) will be required to pay 12.5 percent of the cost. In addition to the cost sharing amount the employee will also pay the portion of the monthly premium required of all employees.

2. Classification #2 - Non-contract assistants, instructors, Columbus Center and all other classified employees, substitute teachers and certificated (teachers, etc.) employees working five days per week, six hours per day or greater in continuous positions (where the regular assignment is more than eight months per year as defined by the district) are offered the option of enrolling in the district's medical and life insurance program on a 50 percent (50%) cost sharing basis. In addition to the cost-sharing amount the employee will also pay that portion of the monthly premium required of all employees.

a. If a non-contract employee within these classifications is qualified and requests insurance, he or she must complete the appropriate enrollment forms within 31 days of being hired/eligible or during a special enrollment period defined by HIPAA. No other enrollment will be allowed until open enrollment of the next plan year. Late entrance to any plan is subject an 18-month pre-existing condition as defined by HIPAA regulations

b. Employees hired to work in twelve (12) month positions may submit enrollment applications at any time. These applications will be processed as quickly as possible. Employees hired to work in eight (8), nine (9), ten (10) or ten and one half (10-1/2) month positions must enroll no later than January 10 in order to participate in the program for that current school/fiscal year.

c. Employees whose position does not guarantee work during the summer months will have their portion of the premiums adjusted upward during the school year to keep their insurance coverage continuous throughout the year.

d. Once approved, continuation in the program at all times is contingent upon ongoing verification of an employee's FTE (hours worked per day) within a qualifying classification.

C. Life Insurance

1. In addition to the medical and dental (where applicable) insurance coverage, participating contract employees upon completion of appropriate enrollment forms are also insured with a term life insurance policy with a death benefit of \$20,000 or their annual salary, whichever is greater.

2. Participating non-contract employees upon completion of appropriate enrollment forms are insured with a term life insurance policy with a death benefit of \$20,000.

3. No employee may participate in the life insurance program without being approved for participation in the medical program unless specifically approved through the negotiation process.

D. Qualifying employees who wish to take advantage of these benefits must contact the Human Resource office in person to make application. Employees may participate in the health and hospitalization without the life where evidence of insurability is required and has not been approved.

E. Benefits

Specific benefits of any of the district's insurance programs offered are described in literature available in the Human Resources Office. It is the employee's responsibility to become familiar with his/her individual program in order to understand what expenses incurred will be covered.

F. Open Enrollment

Eligible employees have an opportunity once each year to change their insurance coverage. To participate in a program other than the one in which the employee is currently enrolled, each employee must complete and return the appropriate forms to the Human Resource office during June, July, and August of each year. New coverage will be effective September 1.

G. Application

Eligible employees should make application and choose an insurance plan IMMEDIATELY to be appropriately insured. Any coverage cannot begin until the appropriate forms have been completed and received by the Human

Resource office. Any delays in completion of such forms may mean an employee cannot receive the desired coverage. Employees should make sure their choices are carefully and clearly indicated on the enrollment forms.

Employees who do not appropriately enroll dependents may not request retroactive coverage

If an employee has a question regarding insurance eligibility, coverage, changes, etc., he/she should contact the Human Resource office as soon as possible.

H. Continuation

1. After Termination (COBRA)

All individuals covered by the Salt Lake City School District medical and dental (where applicable) benefit plans will be entitled to elect to remain on the plan after coverage would otherwise expire by self paying the premiums provided they are not participating in any other medical or dental insurance program at that time.

2. An individual is eligible for continuation of coverage for 36 months if:

- a. He/she is the surviving spouse and/or child(ren) of a deceased employee.
- b. He/she is a separated or divorced spouse and/or child(ren) of a current employee.
- c. He/she is a child of a current employee who would lose coverage because of his/her age.

3. Employees and their dependents are eligible for continuation of coverage for 18 months in case of loss of benefits due to:

- a. Reduction of qualifying hours worked.
- b. Voluntary termination.
- c. Reduction-In-Force or lay off.
- d. Termination due to conduct other than gross misconduct (there are no continuation rights for employees terminated for gross misconduct).

4. Individuals eligible for continuation of coverage must elect to remain on the plan within 60 days from the date on which they are notified of their right to continue, or coverage would otherwise terminate. Coverage must be continuous without interruption. Those electing to continue coverage will do so at their own expense. The cost of such continuation

will be based upon the total premium plus two percent paid by the Salt Lake City School District.

5. Coverage may terminate prior to expiration of the 36 or 18 month period, under the following circumstances:

- a. The company terminates health plans for all employees.
- b. Those electing continuation of coverage fail to pay monthly premiums.
- c. Those electing continuation of coverage become covered by another health plan upon re-employment, remarriage, or attainment of Medicare eligibility.

6. Life insurance can be continued only under a conversion policy. The above guidelines (COBRA) do not apply to the continuation of life insurance. For information and applications regarding life conversion policies, contact the Human Resources office as soon as possible.

I. Spouse/Dependent

Spouses are not considered as eligible dependents on a self pay basis if they are age 65 or otherwise qualify for Medicare.

J. Insurance Coverage in Retirement-(See Section XIV)

1. Contract classified employees who retire under the provisions of the Utah State Retirement System may continue to participate in the district's health, major medical and life insurance programs on a self pay basis until the age at which they qualify for Medicare regardless of the number of years.(1997-98)

2. The cost of continuation for medical insurance will be based upon the total premium paid by the Salt Lake City School District for active employees.

3. Opportunity is offered to contract employees to negotiate for early retirement benefits who qualify for retirement under the provisions of the Utah State Retirement System when such retirement is in the best interest of the district. The district agrees to pay the District's portion of the life and medical (health and accident) insurance premiums for five years or age 65, whichever occurs first. The employee must continue to pay his/her portion of the premium during this time. Dental insurance is not included in this benefit. An employee must apply in writing to the Assistant Superintendent for Human Resources requesting this benefit.

The Assistant Superintendent in consultation with the Superintendent and Business Administrator will consider the request and how such retirement can benefit the district. The employee will be notified in writing as soon as possible if the request has been approved or denied. Upon expiration of the District's paid insurance, an employee may self-pay the insurance premiums.

4. Employees who elect to continue to participate in the district's health, major medical and life insurance program on a self-pay basis are allowed to use all or part of their accrued leave benefits (according to the maximums allowed and percentages paid) to prepay the continuation of medical and life insurance coverage. Forms will be provided to employees at the time of retirement regarding this option.

K. Information

Any employee with questions regarding any aspect of continuation of benefits should contact the Human Resource office as soon as possible.

L. Long Term Disability Insurance

1. Policy

The Salt Lake City School District shall make available to contract classified employees a long-term salary protection plan.

This protection program does not apply to employees 65 years of age or older, hourly (non-contract) employees, and those eligible for retirement.

Employees who elect not to provide themselves with this long term disability insurance coverage shall not be eligible for sick leave benefits exceeding those available to employees who are covered by LTD insurance.

2. Premiums and Application

a. District Paid

The Salt Lake City School District shall provide, at district expense, the LTD insurance coverage for the following employee groups:

- i. Buildings & Grounds employees paid from the contract Maintenance and Operations salary schedules.
- ii. Contract Transportation employees paid from the school bus driver's salary schedule.
- iii. Child Nutrition employees paid from the contract Child Nutrition salary schedules.

- iv. Audio Visual employees paid from the contract Audio Visual salary schedules.
- v. Office Personnel employees paid from the contract Office Personnel salary schedules.

Application to participate for employees within these groups should be completed on appropriate insurance enrollment forms provided by the Human Resource Office at the time the employee signs a contract within that classification.

a. In addition, the district shall provide at district expense, the LTD insurance coverage for other classified contract employees beginning the fiscal year following the employee achieving 15 years of total service to the district.

Application to receive this benefit must be made by the employee in writing on a form available in the Human Resource Office. This request (form) must be filed no later than 10 days following the beginning of the fiscal year or the employees contract year in which it is to take effect.

b. Employee Paid

Employees who are not eligible for the district-paid LTD insurance are encouraged to provide themselves with such coverage on a self-pay basis.

Application must be made with the Human Resource office. Employees who apply within 30 days of their contract will be automatically accepted into the program. After this date, insurability the insurance company reserves the right to accept or reject applications.

3. Eligibility for Benefits Under the Plan

Employees covered under the plan who are sick for more than six (6) months (180 working days) may be eligible for long term disability benefits. Employees are therefore expected to contact the Human Resource office whenever they believe there is a possibility that they may be sick and away from work for six (6) months or more. The six months do not have to be consecutive, but must be for the same illness. Employees are eligible for sick leave usage of more than 120 days for the same illness only if they document that their claim for LTD benefits has been rejected.

4. Re-Employment

Employees who have utilized the long-term disability program shall be guaranteed full re-employment according to the provisions of the long-term leave of absence policy when they are no longer disabled.

5. Medical Insurance Continuation

Employees who are approved for benefits for long term disability insurance shall have a medical and accident insurance policy provided by the District. This is the medical/accident policy carried by the district while the employee is actively employed. This plan does not include life or dental insurance.

M. Other Insurance Benefits

Contract employees may wish to participate in other insurance benefits which are optional. Some of these include:

1. Employees Welfare Association (EWA)

A contribution to the beneficiaries of a deceased employee by other employees who are also members of EWA. Employees contribute \$5.00 to the beneficiary of the deceased employee. There are no regular monthly employee contributions. The total benefit paid will depend upon the number of members of EWA at the time of death.

2. Other insurances are available from insurance companies or your credit unions, and some are approved for payroll deduction. For more information contact the Payroll office.

SECTION XIV - RETIREMENT

A. All employees who are hired into a single continuous position for more than half the school year requiring at least 20 hours per week of work are eligible to participate in a non-contributory state retirement program.

A non-contributory retirement system is a retirement plan entirely paid for by the employer which includes 1.5% of salary being paid into a defined contribution/tax deferred retirement plan.

Employees who terminate their employment prior to retirement have no contributions from the retirement program which can be withdrawn.

However, contributions paid to the tax-deferred compensation plan (401K) although district paid, have vested to the employee and may be withdrawn upon application if the employee will not be working for any employer who is a member of the Utah State Retirement System for at least a one year period of time.

Individuals employed prior to July 1, 1986 and who elected to continue in the Contributory retirement system have one percent (1%) of salary deducted from their paychecks which vests to the employee immediately and may be withdrawn upon termination if the employee will not be working for any employer who is a member of the Utah State Retirement System for at least a one year period of time.

Employees who anticipate retiring should consult with the Human Resource office prior to their retirement time to review procedures, application for benefits or other matters which may be needed to facilitate a smooth and easy transition into retirement. Phone numbers can be obtained to direct employees to the appropriate source for information on retirement.

- B. Medical Retirement- Each year two classified employees employed by the board for at least 15 years and who qualify for the Utah State Retirement, may be granted early retirement benefits provided it is determined, by mutual agreement of the Association and the Assistant Superintendent of Human Resources, that there are compelling, verifiable medical reasons to grant such retirement. (1999-00) The board shall maintain health, major medical and life insurance benefits for early retirees and their dependents for the first five (5) years of their retirement or until the retiree is eligible for Medicare, whichever comes first. The board and the retiree will pay the premiums in the same negotiated proportions as continuing employees.

- C. Early Retirement- (Applies only to B&G, Comprehensive, and Office Personnel groups collectively) The District will provide funding for early retirement incentive for two classified employees, employed by the Board for 15 years and who have at least 30 years in the Utah State Retirement System. The board shall maintain health, major medical, and life insurance benefits for early retirees and their dependents for the first five years of their retirement or until the retiree is eligible for Medicare, whichever comes first. (See Human Resources for application and guidelines) (2001-02)

- D. Contract Classified Employees may elect to receive payment for accumulated sick leave by choosing one of the following options:
1. Payment at the time of retirement. Upon retirement under Utah State School Employees Retirement System provision, the employee shall be paid 19% of his/her accumulated sick leave.
 2. Payment prior to retirement. Classified Employees who qualify for retirement benefits under the rules of the Utah Retirement System or who will qualify within five years, as determined by the Assistant Superintendent for Human Resources, may elect to be paid for sick leave days earned during the year. However, the number of sick leave days paid, both before or at the time of retirement, may not exceed nineteen percent of the employee's cumulative balance of unused sick leave days and may not exceed 19% of the maximum number of days sick leave accrual allowed for the employee. If the employee should apply for the use of the sick leave bank after being paid for sick leave days, the employee must first experience a number of days absence without pay equal to the sick leave days paid before the employee would be eligible for the sick leave bank. After the employee has experienced these days without pay, a number of days equal to the number of days without pay divided by .19 will be added to the employees cumulative balance of unused sick leave days accrued. After the employee has "restored" the days for which he/she has been paid, the policies, rules and procedures of the sick leave bank apply to this employee as they would to any other. Employees who elect to be paid for sick leave days during the next fiscal year must notify the Assistant Superintendent for Human Resources by June 21, of the current fiscal year.

SECTION XV - PHYSICAL EXAMINATIONS

A. If an employee is required by the district to have an examination after they have been employed and the doctor giving the exam is specified by the district, the cost of the examination will be borne by the district unless otherwise indicated to the employee prior to any examination.

B. School bus drivers, in conformity with Department of Transportation regulations, must have physical examinations and random drug testing on a periodic basis. Specifics regarding such exams or tests are identified in guidelines and procedures provided by the Transportation department to all school bus drivers.

SECTION XVI - HUMAN RESOURCE PERSONNEL FILES

A. The Human Resource office maintains a personnel file for each employee hired to work in the district. The file content includes an employee's employment application, transcripts when required, records of training, a copy of employment contracts, letters of commendation, letters of reprimand, and performance evaluations. Any medical information will be kept in a separate confidential file.

B. All materials placed in this file after initial employment, are available for an employee's inspection. Employees should contact the Human Resource office for an appointment to review their files. Employees have the right to respond to any material included in their file and the employee's response, in writing, shall be reviewed and included in the file. Copies of employee responses shall be forwarded to the employee's supervisor prior to inclusion in the file. Upon written request by a classified employee, records of previous disciplinary action, which are more than 4 years old, shall be removed from the employees' personnel file and destroyed if allowable under state and federal law.

C. School Board policy and State Law will determine which personnel information may or may not be available for public disclosure. GRAMMA code section 63-2-101 through 63-2-909. (5-24-02, JR)

D. For accuracy and up-to-date information in employee records maintained in the Human Resource office, employees should notify the office of changes in status or identity. This would include name changes, address and telephone numbers, marital status, beneficiaries on insurance policies, dependents on insurance programs, etc. Any changes must be communicated in writing.

SECTION XVII - DISCIPLINE OF STUDENTS

The discipline of students will be administered by the administrative and certificated staff in each building. However, all students are not able to respond to positive approaches at all times. A realistic approach with some students will necessarily involve an aspect of physical restraint on those rare occasions when classified employees must deal with student discipline.

The following guidelines and suggestions should be followed:

Physical force is defined as that used against a person to the degree necessary to prevent or restrain the person from the act or activity which is to be prohibited.

Persons employed or engaged in a school or educational institution may within the scope of their employment use and apply such amounts of force as are reasonable and necessary when it is their judgment that such force is necessary for (1) quelling a disturbance threatening physical injury to others; (2) obtaining possession of weapons or other dangerous objects upon the person or an individual or within his/her control.

Acts of physical restraint (for self-defense, protecting persons or property) should be used for the purpose of control and not for the purpose of punishment.

SECTION XVIII - EMPLOYEE ASSOCIATIONS/ REPRESENTATION

A. Classified employees are represented by several associations. Names and numbers of these association representatives may be obtained from the district's directory of personnel or from the Human Resource office.

B. These associations are recognized as the exclusive bargaining agent by the Board of Education for those employees according to designated salary schedules: Buildings and Grounds Employee Association, Salt Lake Educational Office Personnel Association, Comprehensive Employees Association, Salt Lake Schools Bus Drivers, and Child Nutrition Employees Association.

C. The District will require each employee representative/organization to verify that more than 50% of their respective eligible employees support the organization.

1. The District will provide to each group president, or its designee, by November 1 of each year, a list of their respective eligible employees.

2. By January 31 of each year, each group shall verify to the District that the respective group has more than 50% of its eligible employees in support of the organization.

3. In the event that a group cannot verify that more than 50% of its eligible employees support their respective organization, each group

shall be allowed to select their respective representative through an election process.

- a. Any individual or organization may be placed on the ballot.
- b. The individual or organization receiving more than 50% of the vote of the eligible employees shall represent the group.

4. In the event that the individual or organization seeking to represent the group does not receive more than 50% vote of the eligible employees, the Superintendent shall select the representative for the respective group.

D. Eligible employees are those employees paid on a particular salary schedule. In those groups where they have both hourly and contract schedules, the employees may be separated into two groups (one for hourly, one for contract) for the purpose of determining the bargaining unit.

The officers of these associations are ready to assist employees at any time to understand conditions of employment, help with questions, represent employees with supervisors or other administrators as needed.

E. Negotiated Agreements:

Negotiated agreements between the Board of Education and representatives of the classified employees are not subject to change without additional negotiations and ratification.

SECTION XIX - NEWSLETTERS

Periodically during the year the district publishes an in-house newsletter, "THE DISTRICT". This publication is made available for all employees to read.

As an employee it is your responsibility to be familiar with the content of this newsletter. It contains many items of importance to employees such as job announcements, changes in schedules, changes in insurance programs and provisions, enrollment dates and deadlines, announcements of benefits, directives, changes in schedules and other information from the administration of the district.

Employees who do not make themselves aware of the information in the newsletter may have certain benefits or advantages unavailable to them.

SECTION XX - SCHOOL PROPERTIES/MATERIALS

Properties, equipment and supplies, which belong to the district, must not be used for private purposes and should not be removed from school or building premises without written approval from the principal or administration department head. Even materials, which are considered either scrap or surplus, must not be used for private purposes. All materials for disposal must be authorized and disposed of under the direction of the Purchasing department.

SECTION XXI - REST PERIODS and MEAL PERIODS

A. Rest Periods - Breaks

1. There are no laws, agreements or policies that require employees be given rest periods. It is reasonable, however, to assume that a break may be needed. The specific time when a break may be taken and the length of the break should be arranged between the employee and his/her supervisor to meet department needs.

2. Rest periods/breaks may not be accumulated to lessen an employee's regular work schedule. This time is counted/included in actual time worked.

B. Meal Periods - Lunch

1. Employees working six or more hours per day are usually provided with a lunch or meal period. Employees working less than this may be provided a lunch at the option of the school/building or department administrator.

2. Meal time must be at least 30 minutes minimum but would not exceed 60 minutes in length.

3. The employee must be completely relieved of all duties. The employee is free to leave their assigned job station according to administrative procedures established for that school/building or department.

4. Lunch/meal periods are not counted as part of the working day and are excluded from hours worked when payroll verifications are completed.

Any questions regarding breaks or lunch periods should be referred to the Human Resource office for clarification.

APPENDIX A

EMPLOYEES WELFARE ASSOCIATION APPLICATION

Last Name

First

Middle

WELFARE ASSOCIATION OF EMPLOYEES
OF THE SALT LAKE CITY SCHOOL DISTRICT
Salt Lake City, Utah
\$5.00 Membership

Authorization to Make Deduction from Salary and Designation of Beneficiary

To the Business Administrator of the District:

Upon written notification to you by the Executive Committee representing the Welfare Association of Employees of the Salt Lake City School District of the death of a member or members of this Association, I, the undersigned, do hereby authorize you to deduct from, my salary or wage next falling due after the date hereof the sum of five dollars (\$5.00) for each member and pay the deductions made from the salaries or wages of other members of this Association to the designated beneficiary or beneficiaries of the deceased.

I hereby direct that, in the event of my death during the period this order is in effect, the amounts deducted from the salaries or wages of members of this Association for death benefits be paid to _____

Address of beneficiary _____

Relationship of beneficiary to me _____ Age of beneficiary, if minor _____

It is understood that I reserve the right to change my beneficiary, by notifying the Executive Committee in writing. In the event of my death, my beneficiary shall submit to said Committee proof of my death and also defray any expenses incurred in presenting the claim.

This order shall become effective on date of signing, and shall remain in effect until termination of my appointment with the District or until I have given the Business Administrator of the District written notice to cancel my membership.

Signature Position Location Date

APPENDIX B
Salt Lake Building & Grounds Association

NEGOTIATIONS

1. When decisions are made with regard to promotion, there will be present one person from the B & G Association.

2. Whenever a vacancy occurs, existing district employees will continue to be given careful consideration in applying for these vacancies; and qualifications being substantially equal, the decision will be made in favor of the Board's contract employee.

Head Custodial vacancies will always be advertised. In order to assure proper notification, all custodial vacancies, posted, advertised and unadvertised will be prominently displayed in the custodial room. Head custodians will be responsible to see that all custodial employees read and initial or sign the notification document. (7/20/71)

- a. Maintenance- An employee association representative, the work area supervisor, and, for lane "G" or above, a Human Resource Office representative. The chairman of the interview team shall be the General Supervisor or supervisor over the position available.
- b. Custodial-The school principal, an employee association representative, the custodial supervisor, and, for lane "E" or above, a Human Resource office representative. When numerous applications have been received the principal may elect not to be involved until the number of applicants has been reduced to a short list by the remainder of the selection committee. The chairman of the interview team shall be the Custodial Supervisor over the position available.
- c. Members of the interviewing team must attempt to select the best candidate on the basis of the interview and the information submitted. The following steps will be followed in the selection process:
 - i. The interview committee will ascertain what is required to successfully perform the duties of the position based upon the job description prepared by the department. A job description will state the specific qualifications, minimum standards, and level of performance required.

- ii. These job descriptions will be made available to all candidates and carefully reviewed by the interview team. Previous experience requirements will be waived for current employees who have not had the opportunity to meet them.
- iii. Individuals desiring a supervisory position who have not had the opportunity to gain the necessary knowledge may submit a written statement outlining their proposal for obtaining it. The statement must also give the date by which their proposal will be completed
- iv. The selection committees will meet to review the questions and scoring formula to be used. A simple interview score sheet will be used by each member of the team to assist in achieving an impartial analysis of each candidate's traits. Follow-up questions which can clarify a response may be asked until the selection committee is satisfied that all necessary information has been gathered and clarified
- v. Every effort will be made to identify each candidate's strong and weak points. Members of the team should deal with facts and documented performance evaluations.
- vi. Negative performance documentation which an employee has not had the opportunity to refute, or is unaware of, may not be considered in the evaluation process.
- vii. The shared governance interview committee will forward its recommendation to the director for approval and final processing.

3. The Human Resource office should make available to the B & G Association officers information regarding the numbers of B & G employees being given increment salary consideration, the numbers of employees on certain lanes of the salary schedule, and the names of employees indicating which salary lane they are on. This information will not include the name of employees identified with specific salaries. (7/20/71)

4. A crew of "floating" substitute custodians will be maintained to fill absences created by employees on sick leave or otherwise absent. (7/20/71)

5. B & G employees may be excused from their work to attend up to four association meetings during the year. (7/20/71)
6. Records of schooling completed, whether through a University or technical trade school, will be entered into a member's personal files for consideration for advancement or promotion. (9/19/72)
7. 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. (9/19/72)
8. Lunch time for the custodians will be made to allow him/her a full hour for lunch, without interruption if at all possible, and he/she will be allowed to leave the grounds with permission of the principal during this lunch hour. (5/21/74)
9. Hourly employees are allowed to work on days off during holidays with the exception of the actual holiday itself, providing there would be no additional cost to the district for supervision. (8/5/75)
10. It is agreed that the head custodian from each building could pick up custodian paychecks at the Payroll Office before a holiday in lieu of mailing them out. (8/5/75)
11. In the event an employee is called to work outside of his/her regular work period, the minimum number of hours for which he/she may be required to work and/or for which he/she will be paid, will be two hours. (Contract and non-contract employees). (6/15/76)
12. Employees who report for work and are sent home shall be paid and work a minimum of two (2) hours, if the employee has not been notified at least two (2) hours prior to the beginning of his/her normal shift period that there is no work available for him/her. (6/15/76)
13. Time and one-half shall be paid for all building rentals that require service beyond normal coverage regardless of whether they are for non-profit or commercial use. (6/21/77)
14. Either extended day emergencies or call-out emergencies will be paid at time and one-half the regular rate.

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. (6/21/77)

15. Contracts will be issued to employees:

(1) Whose job is a continuing permanent one as opposed to a seasonal, temporary, or part time one.

(2) Whose job requires skills, orientations, or training of a significant level of sophistication which cannot be readily replaced in case of vacancy.

(3) Who meet the probationary standards established for the position. The qualifications and time of probation will be determined by joint study, but in no case shall such probationary period exceed one year unless agreed upon in writing by said employee and administration as to the employee's continued employment. (6/21/77)

16. All B & G personnel may apply for promotion to a higher position which is vacant. B & G personnel, who apply for the job, will be given first consideration for the promotion to a vacant position over outside applicants. In the event outside applicants are hired above step 1 of the salary schedule, the officers of the Buildings & Grounds Association will be consulted and given rationale as to the placement of the new employee on the salary schedule. (6/6/78)

17. Hourly maintenance positions shall be bid and interviews held if, in the estimation of the Buildings and Grounds Department, there is reason to believe that the position will become, in the near future, a permanent contract position. (6/17/80)

18. A shift differential of 20 cents per hour will be established. (6/17/80)

19. The Salt Lake Buildings & Grounds administration shall test all maintenance personnel before they are put on contract as a trades helper #1 or journeyman to prove their qualifications. This test shall consist of the same material that apprentices are required to fulfill to move into the tradesman lane.

Those personnel who are licensed by the State of Utah as journeymen need not be tested. (6/17/80)

20. If negotiations reach an impasse, 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. (8/4/81)

21. 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. (6/1/82)

22. The annual Buildings and Grounds Appreciation One-Half Day 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, to be paid for time off to attend the Buildings and Grounds annual Appreciation Day. Those who choose not to attend shall report to work or be docked in pay. (9/29/88)

23. The district will provide training for any building and grounds employee that is required to obtain the CDL or chauffeur's drivers license. The district will also test the employee thereby waiving the \$50.00 fee for taking the driving portion of the test.

24. The sick leave policy for contract employees will be modified to include the following:

In cases of illness of any member of the employee's immediate family as described in Section VII (I./A) in the Classified Employees Handbook, who does not reside in the employee's household, the employee shall be entitled to use up to sixteen hours to be deducted from accrued sick leave.

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

26. Agreements negotiated between the Board of Education and representatives of the classified association are not subject to change without additional negotiations and ratification.

27. The B & G sick leave incentive policy will be modified as follows:

Item E. Employees injured on the job who qualify for Worker's Compensation may select to have a pay deduction for the absence. Accordingly they could qualify for the incentive award according to the established guidelines for total sick leave use.

Item G. #2 - Employees who use five (5) days or less of sick leave in any contract year will be paid a \$455 payment or employees who use six (6) days or less of sick leave in any contract year will be paid a \$360 one-time annual payment at the end of the contract year. These payments are for each full-time equivalent employee or proportion thereof.

28. The district will provide Hepatitis B shots to any Buildings & Grounds employee who is determined to be at "high risk". This determination will be made by the district's health professionals.

29. The District will use the evaluation form as shown on Exhibit #1/Appendix B.

(6/182)

APPENDIX C

Salt Lake Comprehensive Employees Association

NEGOTIATIONS

1. Employees paid on the Comprehensive Salary Schedule are eligible for the Long Term Disability insurance policy at the District's expense beginning the fiscal year following the employee achieving 15 years of total service to the District.

Effective with the 1988-89 fiscal year, 12-month contract employees on the Comprehensive Salary Schedule will work 246-day contract.
(8/31/88)

2. Employees who retire under the provisions of the Utah State Retirement System may continue to participate in the district's health, major medical and life insurance programs on a self-pay basis until age 65 regardless of the number of years.

Dental insurance may be continued on a self-pay basis for an 18-month period only under the age of 65. (6/30/89)

3. An optional sick leave incentive program will be available to all comprehensive employees in the Salt Lake City School District as follows:

Each year on October 1st, employees who opt into the Sick Leave Incentive Plan will receive an up front payment equal to 1.1% of their contract salary.

Sick leave days accumulated after opting into the plan will be used first.

There will be a 20 % deduction of the daily rate of pay for each of these days used or for any days used from the Sick Leave Bank.

There will be no deduction for sick leave used that was accumulated previous to participating in this plan.

If no sick leave is used no deduction will occur.

Upon retirement, only sick leave accumulated previous to enrollment in this sick leave plan (approved maximums) will be eligible for calculating the lump sum sick leave reimbursement.

An employee has the option to enroll in this plan at any time but may not drop out of the plan once enrolled in it.

To receive this benefit, an employee must apply in writing on a form available in the Human Resource Office, which form must be filed no later than ten days following the beginning of any contract year. (6/18/91)

4. An "Educational Incentive" will be made available for comprehensive employees as per the following guidelines:

A. \$1,000 will be available during 1992-93 and \$2,000 per year beginning in 1993-94.

B. Requests for pay or reimbursement must be pre-approved by a committee.

C. The committee will consist of one administrator appointed by the Business Administrator; one comprehensive employee appointed by the association; and one person appointed by the Human Resources Administrator.

D. To be eligible, employees must have worked for the school district for three (3) years.

E. Classes, courses, etc. must support the employee's current responsibilities to be considered for payment or reimbursement.

F. The total payment or amount of reimbursement will be determined by the committee as per individual requests and budget allowances.

Employees may have to pay a portion of tuition or registration costs.

(6/10/92)

5. The educational incentive program will be modified as follows: Travel (outside the country), transportation and accommodations may be a reimbursement expense only if the program has funding still available on June 1st (30 days prior to the end of the fiscal year). Employees may submit a separate request for reimbursement for such expenses incurred for any class, conference, workshop, etc. which was previously approved by the committee. Request for travel, etc per employee may not exceed \$100 in total regardless of the number of classes, conferences, workshops, etc. previously approved during that year. Request must be submitted no later than June 12th to be considered.

6. In filling Comprehensive 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.

(6/5/95)

7. The district will fund contractually obligated increments.

8. A district shared governance committee will be established to study and review retirement incentives and make recommendations for future negotiations.
(6/17/96)
9. Other unresolved issues regarding the comprehensive employee job study will continue to be negotiated in a timely manner.(6/10/97)
10. The district will implement the proposed job study for Comprehensive Employees as follows:
 - There will be a 5-step salary schedule with a 35% range.
 - Employees will be moved onto the new schedule in their recommended lane at the step which does not result in a decrease in salary.

Once employees have been placed on the recommended schedule it will be increased by 4%. For employees whose lane placement on the new schedule would result in a reduction of salary, their salaries will be frozen (red-lined) at their current level until the new salary lane equals or exceeds their current salary.
11. The appeals process for job reclassification will be implemented retroactive to July 1, 1998 according guidelines and time line established by the Compensation Committee.
12. The number of classified representatives on the sick leave bank committee will equal the number of teacher representatives.
13. A committee will be convened by Human Resources no later than October 1988 to consider proposals and options for Early Retirement Benefits for comprehensive employees.(6/9/98)

APPENDIX D

Salt Lake Child Nutrition Association NEGOTIATIONS (See Negotiated Items 2002-2003)

A. The District will fund additional pay for employees who qualify at the following American School Food Service Association certification levels: ASFSA Level I (\$.20/hour above base salary schedule), ASFSA Level II (\$.45/hour above base salary schedule) and ASFSA Level III (\$.60/hour above base salary schedule). Base salary schedule does not include additional certification pay.

B. The District agrees to sponsor an Employee Recognition Program.

C. The District agrees to provide an Employee Profit Share Program according to the following criteria:

1. The Director of Child Nutrition may not receive money from the Employee Profit Share Program and shall ensure that the financial needs of the Child Nutrition Program are met.
2. To qualify, the employee must be employed by the Child Nutrition Department prior to January 1, 2003, continue employment with the department through the last scheduled school day of the regular school year, and be employed with the department on August 31 of the next fiscal year (Exception - Employees who qualify for retirement and retire at the end of the fiscal year will still qualify.)
3. Employee profit shares will be determined by September 6 and payment made no later than the first scheduled payday in October of the next fiscal year, according to the following criteria.
4. No profit share will be paid unless the Child Nutrition Department Total Net Income after operating transfers for that fiscal year is \$3,000 or greater.
5. As a group, qualified employees may receive up to 50% profit share of the Child Nutrition Department Total Net Income after operating transfers for that fiscal year.

6. Qualified employees are limited to receiving no more than the 1.0% of their total salary for FY' 2002-2003.

The formula used to disburse profit shares is as follows:

7. Salary of Employee for FY' 2002-2003 divided by Total Salaries of all qualified employees for FY' 2002-2003 multiplied by on half of the Child Nutrition Departments Total Net Income after operating transfers for FY' 2002-03, not to exceed one percent of the Salary of Employee for FY' 2002-2003.

D. If problems occur which delay an accurate accounting, payment may be delayed and notification will be given to the employee association in a timely manner.

E. 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 may be required to work and/or will be paid shall be two (2) hours. The employee will be compensated at the rate of time-and-one-half their hourly salary.

F. 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.
2. Each employee on salary schedule #55 (Nutrition Manager II) and #56 (Nutrition Manager III) will receive three (3) shirts and three (3) pants each year.
3. Each employee on salary schedule #57 (Foods Driver) and #58 (Finance Driver) will receive four (4) shirts each year and one (1) jacket every other year.
4. Employee uniforms purchased by the Child Nutrition Department are the property of the Salt Lake City School District. Uniforms that are less than one (1) year old and the property of the District must be returned to the

Child Nutrition Department within one week upon termination of employment.

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

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

1. The employee is granted any step increment due for longevity or merit on the employees' 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.

2. The employee's new salary is established on the new lane on the step which allows a pay increase (minimum of 25 cents per hour) above the amount determined by implementing step 1 (above).

H. Each employee on salary schedule #46 (Field Supervisor) will be reimbursed for their travel at the appropriate district rate or at their option be allowed to use a district vehicle for in-district travel.

I. Previously negotiated agreements shall be eliminated and/or modified in the Classified Employees Handbook (Reference the proposed FY'2002-03 version of the Classified Employees Handbook and Negotiated Agreements)

APPENDIX E

Salt Lake Educational Office Personnel Association-AFT NEGOTIATIONS

1. The Board of Education will provide In-service 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 being trained. This training may be in the form of a floating trainer to assist the novice with her/his work at the school or in the office. Such trainers may be found among existing employees or from among the group of retired secretaries who have already proven effective in the specific jobs. (7/20/71)

Office Personnel Incentive Program is designed to provide an incentive for contract office personnel to increase their job skills by participating in approved courses, workshops, or activities. Eligible employees are those who are paid on the Office Personnel salary schedule on a contract. Questions should be directed to the Human Resource Office.

2. New employees will be provided necessary training. When such training is provided by other employees outside of working hour's appropriate compensation will be given at the employee's (trainer's) hourly rate. (7/17/79)

3. The Human Resource Office will work toward providing each intermediate school with a bookkeeping skill in one of the secretaries. (7/20/71)

4. The Staff Coordinator will scrutinize new program proposals to determine if such programs require additional duties on the part of school secretaries and make appropriate arrangements to provide help through the program funding. (8/5/75)

5. New temporary help shall not be paid more the regular contract personnel presently employed. (8/5/75)

6. When the administrative staff makes a decision that will alter benefits the employee receives as result of teacher negotiations, the president of the association will be notified immediately in writing. (6/15/76)
7. An administrator (to be designated by the Superintendent) will meet once a month with the president to act as liaison in solving problems and establishing communications. (6/6/78)
8. Additional secretarial help will be provided for all schools. (6/17/80)
9. When an employee changes work assignments (applies and is selected) to a vacant position within the district, s/he has the right to negotiate her/his salary with the supervisor for that department within district salary and budget guidelines. This does not apply to positions which have been reclassified.) (8/4/81)
10. The staff negotiations team agrees to reinforce with the Superintendent and supervisory personnel the necessity for employee's work schedules to be altered by mutual agreement to meet needs such as transportation problems, unique department assignments, etc. (8/4/81)
11. The following changes will be made to the Classified Employees Handbook regarding Bereavement Leave: Five days will be changed to 40 hours; one day will be changed to 8 hours; and two days will be changed to 16 hours.

NOTE: Some negotiated items previously listed here are included in the main body of the agreement. A few items were not listed by mutual agreement but are still in force. If you have a question about items in either category, contact your employee association or the Human Resource Office.

12. Salt Lake City School District OFFICE PERSONNEL INCENTIVE PROGRAM RULES FOR QUALIFICATIONS 2000-2001

This program is designed to provide an incentive for contract office personnel to increase their job skills by participating in approved courses, workshops or activities.

I. INCENTIVE BENEFITS

Office personnel may achieve four (4) levels of incentive benefits:

- Level 1 6.67 semester hours or PSP* Certificate - \$1.74 per contract day.
- Level 2 13.33 semester hours or PSP* Certificate and 6.67 semester hours - \$2.61 per contract day.
- Level 3 20 semester hours or PSP* Certificate and 13.33 semester hours - \$3.48 per contract day.
- Level 4 26.67 semester hours or PSI* Certificate and 20 semester hours - \$4.35 per contract day.

* The Professional Standards Program (PSP) Certificate is counted as the equivalent of 6.67 semester credit hours when determining the appropriate OPIP incentive benefit level.

II. ELIGIBLE PERSONNEL

Before applying for benefits from this program, an employee must be a contract employee being paid from the "Office Personnel" salary schedule. If an employee's position changes and he/she is no longer paid from the "Office Personnel" schedule, he/she is no longer eligible for the incentive benefit paid as part of this program.

III. COURSES, WORKSHOP OR ACTIVITIES

A. Time restriction:

1. Only courses, workshops and activities taken and completed since date of employment, but not before July 1, 1981, will be considered OPIP approval.

2. Prior approval is recommended but not mandatory. Employees taking courses prior to approval do so at their own risk.
- B. To be granted approval, the course, workshop or activity must satisfy one or more of the following criteria, in this order of priority:
1. Courses in the area of present assignment as recommended for approval by the employee's supervisor.
 2. Courses that meet current and immediate past year district objectives including management objectives as recommended for approval by the employee's supervisor.
 3. Courses that meet district needs as determined by the Superintendent.
- C. Credit and Non-Credit class option:
1. Credit for approved courses; workshops and activities shall be based on the semester system.
 2. Credit may be recognized for classes offered by universities and colleges, continuing education, in-service, and adult and community education.
 3. Classes eligible for OPIP approval without college semester/quarter hour credit attached (non-credit classes) will be assigned semester hours based on the following:
 - a. Less than 5 hours of training = 0 semester hour credits
 - b. 5 hours of training = 0.34 semester hour credits
 - c. 7 hours of training = 0.50 semester hour credits
 - d. 10 hours of training = 0.67 semester hour credits
 - e. 14 hours of training = 1.0 semester hour credits

4. In-service courses, workshops, and activities may be specifically designed for Office Personnel employees.
 5. Workshops and classes taken during hours in which the employee is compensated as part of the regular working day will not qualify for OPIP credit. This provision only applies to those classes taken after July 1, 1999. Credit and non-credit classes submitted for OPIP benefit incentives, which were taken prior to July 1, 1999, will be assessed under the OPIP requirements prior to July 1, 1999.
- D. Suggested areas for class approval (as related to assignment, objectives, needs, etc. above):
1. Business courses
 2. Organization/Human Behavior/Social Sciences
 3. Safety
 4. Mathematics
 5. Accounting
 6. Computer/Technology
 7. Cultural Awareness
 8. Communications and public relations
 9. School/Business Law
 10. Management Skills
 11. Policies and Procedures
 12. Other classes as recommended for approval by one's supervisor as determined necessary for enhanced job performance.

IV. APPLICATION

A. Procedure - Class Credit:

1. Employees should submit class requests as soon as possible. Requests can be submitted prior to class attendance. Class requests which are held and not submitted until a benefit payment request is submitted will invalidate the benefit**

request at that time. Prior approval of classes listed on the payment request is required.

2. Employees must submit an application for individual class credit to the OPIP committee. Application forms are available in Human Resources. Applications must be complete and include administrative approval. Incomplete application requests will be returned to the employee without action.
3. Applications for group class credit will be submitted by the administrator sponsoring the class. Employees who take these classes would not need to submit an individual credit request. Please check to make sure if the class has been submitted for OPIP credit by that administrator.
4. Documentation of completion of the class do not need to be submitted for class approval. OPIP approval is determined without verification of completion.
5. The employee will receive notification of OPIP committee action (approved - not approved - tabled).

B. Procedure - Incentive Benefits:

1. Incentive benefits (Level 1, 2, 3, or 4) will be paid upon completion of OPIP committee approved training appropriate application and documentation are submitted to Human Resources. Application forms are available in the Human Resource Office.**

(**REMEMBER...All classes submitted for Incentive Benefits should already have been approved by the OPIP committee.)

2. Application and documentation verifying class completion must be filed with Human Resources between July 1st and April 15th of the fiscal year to receive any incentive benefit during the fiscal year.

- a. Full Year Benefit: Completed applications filed within the first 5 days of the employee's contract work year will be effective for the full contract year.

100% of the Incentive payment will be received. The payment will be divided equally on each contract check for that fiscal year.

- b. Part Year Benefit/Applications filed after the full year benefit deadline: Completed applications filed between the 1st and the 20th of each month will be effective the first working day of the following month.

The portion of the Incentive payment to be received will be calculated based upon the effective date and the remaining number of work days in the employees contract.

The Human Resource Office will work with the individual employee to determine when the payment(s) will be made.

C. Documentation - Incentive Benefits:

Acceptable documentation may be in the form of an original report card or official transcripts of credit from a university or college, certificate of completion from an in-service or community education class, or other documentation which may be acceptable to the OPIP Committee.

V. OPIP COMMITTEE

The Office Personnel Incentive Program Committee shall be composed of two (2) regular members and an Expanded Committee composed of four (4) members who will function under principles of shared governance. The chair shall be the Human Resource representative (Superintendent's administrative designee) unless otherwise determined by the association and administration.

A. Regular Committee:

1. The Human Resource Office representative unless otherwise designated by the Superintendent.
2. One (1) office personnel representative to be appointed by SLEOPA/AFT.

B. Expanded Committee:

1. The regular committee administrative representative and another administrative representative to be appointed by the Superintendent or his/her designee.
2. The regular committee office personnel representative and another office personnel representative to be appointed by SLEOPA/AFT.
3. The Expanded Committee shall consider applications receiving tentative non-approval by the regular committee. This committee by majority vote may overrule the regular committee's recommendation and give approval.
4. Unresolved issues will be adjudicated by the Superintendent or his/her designee.

VI. NEGOTIATION

It is understood that this document is subject to renegotiation through the shared governance process.

APPENDIX F

Salt Lake Transportation/Bus Drivers Association

NEGOTIATIONS

1. If negotiations reach an impasse, 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. (8/4/81)

2. All drivers who routinely work 4-1/2 hours per day, five days per week, will be considered for a contract within a ninety-day (90) period. At the end of this period a contract will be issued, or the employee will be terminated.

Regular routes over 4-1/2 hours will be paid in half-hour increments according to the determined length (time period) of each established route. No effort will be made because of this agreement to reduce the number of six and eight hour guarantees. However, any specific number of such positions cannot be guaranteed because of uncertainty as to need. (8/4/81)

3. Drivers who become eligible for a contract after April 1 will not be given a contract until the beginning of the following year. (9/29/88)

4. The Transportation Department will participate on a yearly basis in the National Driver's Safety Award. (8/4/81)

5. Contract employees will be required to dress for work in a uniform that meets the specifications of the Director of Transportation. (8/2/83)

6. The uniform allowance for eligible employees will be increased to provide; (a) all new eligible drivers initially with two pair of pants, three shim, and one winter jacket, (b) thereafter, the Salt Lake City School District shall provide all

eligible drivers with replacement allowances for worn out uniform articles.
(6/25/85)

7. The uniform policy will be modified by the following:

(A) If drivers want to purchase a sweater with their uniform allowance they may purchase an approved sweater.

(B) The agreement worked out during 1986-87 regarding the kinds of sweaters that may be worn with uniforms will remain in effect.
(8/26/87)

NOTE: The District's increase to the uniform, allowance was done in response to the association's request to carry over unspent balances from one year to the next. The District felt that it was more efficient to add a small amount to the allowance than to track the carryover.

8. 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. (6/25/85)

9. Route Distribution Based on Seniority:

Drivers may bid on available routes (non-assigned) at the conclusion of each school year. Routes may also be bid on during the summer months as they become available. At the conclusion of the school year, administration assigned routes will be opened up for general bid to all contract drivers.
(6/17/86)

10. Routes will be bid if the vacancy occurs prior to October 31 st. After October 31st, vacancies shall not be bid until the start of the new school year.
(9/29/88)

11. Driver Excellence Incentive:

The Salt Lake City School 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 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.

(B) Publication of the Criteria: The established criteria shall be distributed to every driver after the shared governance committee adopts it.

(C) Eligibility: Eligibility shall be limited to 1/3 of contract drivers and 1/3 of hourly drivers.

(D) 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.

(E) 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.
(6/17/86)

12. The Salt Lake City School District reserves the right to establish the number of contract guarantees it shall have in the Transportation Department Guarantee regulations; all guarantees shall be governed according to the following guidelines:

(A) Length: At the beginning of the school year the Director of Transportation shall designate the specific number of guarantees.

(B) Drivers on Call: Drivers receiving guarantees who are not fulfilling the contracted guarantees are expected to be on call from 9:00 a. m. through 5:00 p. m. Monday through Friday.

(C) Rights and Refusal: Drivers receiving guarantees who are not fulfilling their contracted guarantees have no rights of refusal while on-call. If a request is made before or after the on-call times, a driver may refuse the run.

(D) Deduction of Pay: A driver who refuses an optional run (a run before or after the on-call times) and fails to fulfill the contracted guarantee within a two-week pay period, shall have the optional run time deducted from their wages. (6/17/86)

NOTE: This agreement does not supercede any other agreements concerning or governing contracts.

13. A driver's refusal of a field trip assignment will not cause the driver to go to the end of the rotation schedule, unless a driver has had at least 24 hours notice of the field trip assignment. (8/26/87)

14. The existing bidding procedure for field trips during the school year will also be applied to summer field trips. (8/26/87)

15. Step 7 of the salary schedule is extended to all drivers. (8/26/87)

NOTE: Some negotiated items previously listed here are included in the main body of the agreement A few items were not listed by mutual agreement but are still in force. If you have a question about items in either category, contact your employee association or the Human Resource Office.