



**THE OGDEN SCHOOL DISTRICT COMMON CONTRACT FOR EMPLOYEES**

**Revised June 30, 2016**

## **1-10 RECOGNITION OF AGREEMENTS**

This Common Contract represents the agreements produced by the Board of Education of Ogden City, Utah and the respective collective bargaining agents for each employee group.

This agreement will be updated every year with the final document placed on the Human Resources website ([www.ogdensd.org](http://www.ogdensd.org)).

All policies and provisions contained within this agreement are valid for one (1) academic year unless stated otherwise in the agreement.

The Board of Education and the bargaining agents agree to negotiate in good faith after the agreement expires.

## **1-22 BOARD RIGHTS**

The bargaining agents recognize that the Board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school corporation both to the fullest extent authorized by law and in any manner or decision it shall deem appropriate limited only by that which is inconsistent with law or violative of the provisions of this agreement.

## **2-00 CONDITIONS OF EMPLOYMENT**

### **2-10 APPOINTMENT AND TENURE**

The appointment of regular employees of the Ogden City School District shall be made initially by the Board of Education upon recommendation of the Superintendent.

The Board of Education may offer an appointment for a specified period of time when the best interest of the District and the applicant would justify such a limitation. Continuance in service thereafter would depend upon satisfactory evaluations of service performed. Employees hired from the beginning of the contract year to January 13<sup>th</sup> of any given school year will be given a full year's credit towards career status. Employees hired from January 14<sup>th</sup> through the end of the contract year of any given school year will not receive a year's credit for career status.

The Superintendent is authorized to make temporary appointments of employees to continue until the Board of Education, at its first opportunity, approves or disapproves such appointments on a permanent basis.

### **2-11 CORRECTIVE ACTION**

The District and the bargaining agent agree to the terms of the "Ogden District Corrective Action Manual" for employee discipline. This manual has been agreed to by the District and the bargaining agents. Any changes to the manual must be mutually agreed to and signed by the District and the bargaining agents before said changes can take effect.

### **2-20 ORDERLY TERMINATION**

The Ogden Board of Education and the bargaining agents accept the requirements and provisions of the Utah Orderly School Termination Procedures Act (UCA §53A-8-101, et. seq).

## **2-31 GENERAL**

The acceptance of employment by any employee indicates agreement to serve in the position for which employed during the time specified by the adopted, appropriate calendars, in the place or places appointed by the Board of Education; to perform faithfully the duties assigned to the best of his/her ability, under the control, direction, and guidance of the Superintendent, and subject to all rules and regulations of the Board as they now exist or as they may be modified from time to time; and to meet all appointments and attend such meetings as may be arranged by the Superintendent or members of his staff, including principals.

## **2-33 PHYSICAL EXAMINATION**

At any time upon request of the Board of Education or designee, an employee shall furnish a certificate from a doctor of medicine, showing physical condition of the employee.

## **2-35 TIME SCHEDULE**

Regular working days and hours for employees shall be those approved by the Board of Education.

## **2-60 GRIEVANCE PROCEDURES**

### **(a) Grievance**

A grievance is a complaint by an employee or group of employees in the District that there has been a violation, a misinterpretation, or inequitable application of any provision in the Common Contract or other written agreements relating to the terms and conditions of the grievant's employment. A grievance is not a complaint by one employee against another employee of the same employment status.

### **(b) Purpose**

The purpose of the grievance procedure is to resolve employee dissatisfaction informally, promptly, and equitably at the lowest supervisory level with the efforts of both employee and supervisor being directed toward that objective.

### **(c) Representation**

The complainant or other parties involved are entitled to personal representation at any level of the grievance procedure; however, the parties are only entitled to legal representation at Steps 4 and 5. The bargaining agent may represent the employee or group of employees in the grievance. The District and the bargaining agent will cooperate in the investigation of any concern.

### **(d) Recognition**

No complaint will be recognized as a grievance unless said complaint is presented in written form. The grievance may be signed by the individual employee, groups of employees or a bargaining agent on behalf of an employee or a group of employees, provided that written consent has been given to the bargaining agent to act in their behalf. A copy of the written consent will be kept on file by the bargaining agent and will be available at any time to the District for verification.

1. Step 1 – Informal Discussion (Administrative, Classified, Licensed)
  - a. Should an employee believe that there is a basis for a grievance, he/she shall discuss the grievance with their immediate supervisor with the objective of resolving the matter. To initiate the grievance process, the employee must inform the supervisors that the complaint is a grievance. The grievance shall be initiated no later than twenty (20) working days following knowledge of the event or action being grieved. Proceeding should be kept as informal and confidential as may be appropriate for determination.
  - b. Within ten (10) working days, the immediate supervisor shall meet with the grievant. The immediate supervisor shall indicate his/her disposition of the grievance within ten (10) working days of the meeting and shall furnish a dated, written disposition to the employee.
2. Step 2 – Written Grievance (Classified and Licensed)
  - a. If, after the required informal discussion with the supervisor a grievance still exists, the employee shall submit a written statement explaining the grievance and remedy desired with the objective of resolving the matter. The written statement shall be submitted no later than ten (10) working from the date of the disposition of the immediate supervisor, be identified as a grievance, be dated and signed by the grievant.
    - Licensed – This will be submitted to the Director of Human Resource Services
    - Classified – If the supervisor in Step 1 was not the Building/Department Administrator, he/she will be the next step. If the supervisor in Step 1 was the Building/Department Administrator, the grievance should be sent to the Director of Human Resource Services.
  - b. Within ten (10) working days, the individual hearing the grievance appeal shall meet with the grievant. The individual shall indicate his/her disposition of the grievance within ten (10) working days of the meeting and shall furnish a dated copy thereof to the employee.
  - c. If the employee so directs, a copy of the disposition shall be sent to the employee's bargaining agent.

3. Step 3 – Superintendent or Designee (Administrative, Classified, Licensed)
  - a. If the employee is not satisfied with the disposition of the grievance at the last applicable step, or if no decision has been rendered within ten (10) additional working days, the dated complaint shall be forwarded by the grievant within ten (10) more working days, to the Superintendent or his/her designee.
  - b. The Superintendent or his/her designee shall meet with the employee within ten (10) working days of receipt of dated complaint and render his/her decision within ten (10) working days of said meeting.
4. Step 4 – Hearing Officer (Classified and Licensed)
  - a. If the employee is not satisfied with the disposition of the grievance at the last applicable step, or if no decision has been rendered within ten (10) working days, the grievant will notify the Superintendent in writing of the desire to pursue the grievance with a hearing officer.
  - b. Within ten (10) working days of the receipt of the written grievance, a hearing officer shall be selected by the Superintendent or his/her designee and the lead bargaining agent or his/her designee from a mutually agreed upon list of nine (9) independent hearing officers selected by the Superintendent and the bargaining agent(s) by September 1st of each year.
  - c. The hearing officer(s) selected may be, but are not required to be, attorneys that are fully licensed to practice law and in good standing to practice before the courts of the State of Utah.
  - d. In the alternative, the bargaining agent and the Ogden School District may agree in writing to delay the selection of a hearing officer and a hearing date until a later date. Under no circumstances may the grievance hearing be held more than 365 days after the initial written grievance.
  - e. Within fifteen (15) working days thereafter, a hearing officer shall hold a hearing with the aggrieved employee(s), the building administrator or supervisor involved, and other necessary witnesses. Both parties may be represented by legal counsel at the hearing. At the hearing, the parties may present witnesses' testimony, cross examine the other party's witnesses, and present documentary evidence. The District shall compel the

attendance of witnesses who are employed by the District requested or subpoenaed by either the District or the grievant.

- f. The hearing officer shall render a written decision and shall furnish a copy to the grievant and the bargaining agent within ten (10) working days of the hearing.
- g. The District and the bargaining agent/grievant agree to share equally the cost of the independent hearing officer.
- h. By mutual agreement, the parties may determine to skip Step 4 and proceed directly to Step 5.

5. Step 5 – Board of Education (Administrative, Classified, Licensed)

- a. If the hearing officer's answer is not satisfactory to either party, or if the parties mutually agree to skip Step 4, the grievant(s) and/or their representative may submit in writing the grievance to the President of the Board of Education for consideration by the Board.
- b. This request must be submitted within ten (10) working days of receipt of the hearing officer's written decision or the mutual agreement to skip Step 4.
- c. The Board will consider the grievance within sixty (60) days.
- d. The Board's consideration of the grievance will be based on the evidence presented before the hearing officer and the hearing officer's decision or the evidence presented before the Superintendent or designee if Step 4 was skipped.
- e. At its discretion, the Board may request the parties to submit written memoranda, present oral argument or allow the District and the grievant(s) to present witnesses to the Board during its consideration of the grievance. If the Board requests oral argument and/or the presentation of witnesses, both parties may be represented by legal counsel at the hearing.
- f. Within fifteen (15) working days after the board review of the grievance, the Board will notify the grievant(s) in writing of its decision.
- g. This does not negate the teacher's right to appeal to the courts, or to seek redress through legal action of the courts; however, employees should exhaust the District's grievance procedures before seeking legal remedies.

**3-10 GENERAL**

Salaries paid employees shall be fixed by salary schedules and/or other approved rates of pay adopted by the Board of Education except when a separate contract is approved by the Board of Education.

## **EMPLOYEES REHIRED WITHIN A YEAR**

If employees are rehired within a year of resigning from the district, they will:

- a. Be given credit for all experience as placed on the salary schedule.
- b. Have their sick and personal leave reinstated if (1) they have less than ten (10) years in the district or (2) if they have ten (10) years or more and received a payout of sick leave when resigning, they pay back any payout of sick leave given to them when they resigned.

### **4-10 SICK LEAVE**

1. At the beginning of each fiscal year all employees will receive an allotment of sick leave based upon the stipulations cited in the related employee group Procedure Manual.
2. Each employee may use sick leave to attend to a member of his/her family who is ill. Family is defined as wife or husband, children or parents of the teacher, or other individuals when approved by the building administrator. Sick leave for family members will not exceed 10 days unless approved by the building administrator. In the event the teacher disagrees with the principal's decision, the teacher may appeal the decision to the Superintendent.
3. A health care provider's certificate may be required to substantiate claimed sick leave that exceeds twenty (20) cumulative or ten (10) consecutive days per contract year.

### **4-15 LEAVE WITHOUT PAY**

Should an employee reach a situation of leave without pay, his/her administrator may begin the corrective action process. This determination will be made by the Human Resource Services director with input from the employee's administrator. Each situation will be evaluated on a case-by-case basis.

### **4-20 CATASTROPHIC SICK LEAVE BANK**

- (1) The District will establish and manage a catastrophic sick leave bank from which eligible employees may draw leave under the conditions and restrictions outlined below.
- (2) **CONTRIBUTING YEAR:** Employees who wish to participate in the bank program shall be required to contribute one (1) day (or comparable hours) of their available sick leave to the bank. This contribution must be made each year no later than the last day of open enrollment by completing and submitting the appropriate form to the Human Resource Services office. Employees hired after January 13 of any year will not be eligible to participate until the next school year.
- (3) **NONCONTRIBUTING YEAR:** If the bank has a substantial balance of days remaining at the end of the academic year, the bargaining agents for each employee group may agree to suspend the contribution requirement for one year for participating employees. Any

employee who did not participate in the bank the previous year but who desires to participate during the non-contribution year will be required to donate one (1) day (or comparable hours) to initiate eligibility by submitting the appropriate form to the Human Resource Service office no later than the last day of open enrollment.

- (4) Only employees who have contributed to the bank and who have depleted their sick, compensatory, vacation, and personal leave balances shall be eligible to receive consideration for sick leave from the bank.
- (5) All requests for sick leave from the bank must be in writing and must be addressed to the Sick Leave Bank Committee, with the Human Resource Specialist as non-voting chair. The Sick Leave Bank Committee will develop the guidelines for determining the granting of leave from the bank. Requests may be submitted and approved anytime after the request, written verification from the employee's physician indicating the nature and severity of the illness or health problem of the employee or immediate family member along with the projected recovery date, and the number of sick leave days requested.
- (6) Only catastrophic medical problems of the employee or immediate family member will be considered for leave withdrawals from the bank. Illness or medical problems of a short-term nature shall not be considered.
- (7) Withdrawals from the bank shall not exceed 120 days per employee during any consecutive 12-month period. In addition, bank withdrawals shall not exceed 120 days cumulatively for the same illness, medical condition, or recovery.
- (8) Once membership is established according to the procedures above, it is continuous unless the employee requests to terminate membership, at which time the employee will make written request for termination to the Specialist of Human Resource Services.
- (9) Employees who receive leave days from the bank based on false, untrue, or misleading requests, information, and/or physician verifications shall be required to reimburse the District for leave days granted and used and may be subject to discipline, up to and including termination.

#### **4-25 BEREAVEMENT LEAVE**

In the event of the death of his or her wife; husband or immediate family, an employee may be excused from work without salary deduction according to the schedule below. Bereavement leave days shall be consecutive, and in conjunction with the funeral service, unless an exception is approved by the Superintendent.

Immediate family is defined as, for both employee and employee's spouse:

Spouse	up to 5 days
Parents/step parents	up to 5 days
Children	up to 5 days
Grandchildren	up to 5 days
Brothers & sisters & in-laws	up to 5 days
Grandparents	up to 5 days

In the event of the death of other members of his or her family not defined as immediate family members, an employee will be excused from work without salary deduction for one (1)



working day. The employee must notify their building administrator in writing prior to request for leave and then send a request to the Superintendent or his/her designee.

Upon written request, extensions of bereavement leave (including additional travel time) may be granted by the Superintendent. The Superintendent (or his designee) will respond to all requests in writing.

#### **4-50 COOPERATIVE GROUP INSURANCE**

Group health and accident insurance and limited term life insurance shall be offered to all regular employees who work at least 75% (.75 FTE). Insurance premiums and utilization will be reviewed at least annually by the district's negotiation teams. Funding levels for employee premiums and funds contributed by the Board will be reviewed and agreed upon annually by the negotiation teams.

Insurance coverage for employees re-hired by the district (without any break in serve – as defined by the employee's contract) into an insurance eligible position shall be effective; the first day of the month if eligibility occurs on the first day of the month; or the first day of the following month if eligibility occurs on the second day of the month or later. Any appeal concerning the first day of the month must be submitted in writing to the Human Resource Specialist.

Insurance coverage for newly hired employees that are eligible for insurance shall be effective the first day of the month following the employment start date of the employee.

#### **4-55 LONG TERM DISABILITY INSURANCE**

The District will provide Long Term Disability Insurance to eligible employees.

#### **4-60 WORKER'S COMPENSATION**

Any District employee who is injured by an accident arising out of, or in the course of, his/her employment shall be compensated in accordance with the provisions of the Worker's Compensation Act of the State of Utah. An accident report shall be filed with the Business Office by the employee's principal or department head within 48 hours after the injury is sustained.

When an employee who is a member of the Utah State Retirement System is compensated in accordance with the provisions of the Workers' Compensation Act, retirement contributions based on the employee's regular salary will continue.

All employees filing for Worker's Compensation will be expected to participate in a mandatory drug test during the medical examination.

Refusal by the employee to undergo evaluation and testing will be considered cause for termination. The Human Resource Services office will notify the employee if disciplinary action is taken and the disposition of that disciplinary action.

In the event an employee is injured on the job, he/she may elect to use his/her sick leave to cover his/her absence, to claim scheduled benefits under the Worker's Compensation Act, or do both, provided there is no overlapping of claimed benefits.

#### 4-70 LEAVE OF ABSENCE

Leaves of absence without pay may be granted to employees upon recommendation of the Superintendent and approval of the Board for the purposes and under the conditions herein described below. An employee may request in writing for leave of up to one (1) year. Additional leave may be granted at the discretion of the Board. This is leave without pay.

##### A. Purposes

- (1) To pursue full time studies at an accredited college or university.
- (2) To serve as an elected member of the State Legislature when it is in session.
- (3) To serve as an elected member of the U. S. Congress or as a staff assistant to such person.
- (4) To enter extended military service.
- (5) Extended personal or family illness. A leave of absence without pay of up to one (1) year shall be granted in case of personal illness or for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- (6) Family Leave  
An employee may request in writing and shall be granted family leave not to exceed a time period of one (1) year.
  - (a) Pregnancy  
  
An employee may use this leave for their personal medical needs during or after a pregnancy, the needs of their spouse, or the child.
  - (b) Adoption  
  
An employee adopting an infant child (i.e., one (1) year of age or less) shall be entitled, upon request, to parental leave upon receiving de facto custody of said infant child.
  - (c) Family Needs  
  
Leave granted if an employee has family circumstances which require full-time attention. This leave cannot be used to obtain employment outside of the district. An employee may only request this leave twice in any ten (10) year span of employment with the district. Leave beyond one (1) year will not be granted for this type of leave.

##### B. Conditions

- (1) Applications must be submitted in writing.
- (2) Employees returning to the district following a leave of absence shall be placed in an assignment as comparable as possible to the one previously held, but not necessarily the identical position in the same location. Reassignment shall be conditional upon available vacancies. The district

will make every reasonable effort to place the returning employee in a mutually acceptable assignment.

- (3) Board approval or disapproval of applications for leaves of absence shall be based on the merits of each individual request.
- (4) Sick leave and vacation leave benefits which have been accrued by an employee at the time an officially approved leave of absence starts shall be reinstated to the credit of the employee upon their return to active employment in the district.
- (5) If the leave granted was for the purpose of pursuing full-time studies, salary schedule increments that have accrued to an employee during regular employment shall be recognized and granted to the employee upon return to active employment in the district. Employees granted leave for all other purposes shall retain their salary schedule status at time of departure.
- (6) Employees participating in the Board-sponsored group health and accident insurance program may continue such coverage during a leave of absence provided each such employee pays the full premium cost required.
- (7) Necessary salary deductions during legislative service shall be based on the annual employment period of each person concerned.
- (8) Each employee applicant shall unconditionally agree to return to active employment in the district for a period of at least one full year immediately following the completion of an officially granted leave of absence. In the event the employee chooses not to return the position will be declared open. Such agreement is not required for family leave.
- (9) Leaves may be granted initially for a period of one (1) year. Additional leave may be granted at the discretion of both the Superintendent and the Board of Education.

### **C. Special Conditions Regarding Family Leave**

- (1) Pregnancy

A pregnant employee may continue in active employment as late into her pregnancy as is mutually agreeable, provided she is able to properly perform her required functions and her physician approves.

An employee shall notify the Human Resources Specialist of her pregnancy as soon as it is medically confirmed.

Leave shall begin at the time after the beginning of the pregnancy that is mutually acceptable. Illness and disability resulting in absence due to pregnancy that occurs prior to the beginning of an approved leave, shall be recognized for accrued sick leave benefits if so reported by the employee and confirmed by her principal.

- (2) Notification

The employee shall notify the Human Resources Specialist in writing of the employee's desire to take pregnancy leave at least thirty (30) days prior to the date on which the employee's leave is to begin except in cases of emergency. When required, the employee shall provide either a physician's statement certifying her or the employee's wife's pregnancy or a copy of the birth certificate of the child, whichever is applicable.

Notification of return to active employment – employee shall give the Human Resources Specialist written notice of the employee's desire to return to active employment at least thirty (30) days prior to the return date excepting that the employee and the Superintendent may mutually agree upon a lesser notification period.

- (3) An employee on parental leave shall not be denied the opportunity to substitute in the school district by reason of the fact that the employee is on such leave of absence.

#### **4-75 FAMILY AND MEDICAL LEAVE**

Employees who have worked continuously for the district for at least twelve (12) months, and 1,250 hours during the twelve (12) months prior to the start of the FMLA leave may request up to twelve (12) calendar weeks of unpaid leave during a fiscal year for the following reasons:

- a. The birth of a child.
- b. The adoption of a child.
- c. The receiving or placing of a child into foster care.
- d. Serious health condition of a spouse, child, or parent.
- e. Serious health condition of the licensed employee.
- f. Any qualifying exigency as a result of a call to active duty.
- g. Caretaker leave for service member.

Written FMLA requests for family leave due to serious illness or health condition must be accompanied by a doctor's certification indicating the anticipated duration and the nature of the illness or health condition. The illness or condition must require inpatient care in a hospital or residential facility or continuing treatment by a health care provider. At the District's expense, it may require the employee to obtain a second opinion by a doctor designated by the district.

When a husband and wife both are employed by the district, both individuals together shall be limited to a total of twelve (12) calendar weeks of leave in the event of birth or adoption of a child or the illness of a parent.

Employees anticipating a FMLA leave request shall give the district as much advance written notice as possible.

Upon completion of FMLA leave, employees shall be assigned to his/her previous position or to an equivalent position with equivalent pay and benefits.

All district employee benefits shall remain in effect during the leave, except the payment of state retirement and Social Security. The district shall continue to pay its portion of the employee's group health insurance premium. An employee on FMLA leave must continue to pay his/her portion of the insurance premium in order to keep coverage in effect. If the employee fails to return to work with the district for a least thirty (30) calendar days following the family leave period, for reasons other than the continuation or onset of a serious health condition or other circumstances beyond his/her control, the district shall be entitled to reimbursement for its portion of the insurance premium costs.

Eligible employees may not be granted FMLA leave in excess of twelve (12) calendar weeks during any fiscal year.

Employees who desire to take FMLA leave will complete an application for said leave using the agreed upon FMLA leave form (Notice and Request Form).

#### **4-83 JURY DUTY/WITNESS**

Employees will be provided their regular rate for time spent serving on a jury or being subpoenaed to serve as a witness.

Absences reported as jury duty or being subpoenaed as a witness will create no loss of salary. The fee the employee receives for jury duty or being a witness must be remitted to the Board of Education of Ogden City School District. Failure to do so, will result in the loss of personal leave or, if all personal leave is used, the loss of salary. No loss will be incurred until after notification from the business office to the employee.

Travel expenses paid by the court will remain the property of the employee.

#### **4-84 APPROVED MILITARY RESERVE DUTY**

After approval, employees may be granted military leave under the following provisions:

- a. Employees on military leave may use available compensatory time or personal leave.
- b. The remaining days, not to exceed 15 per fiscal year, may be taken with no loss of salary, provided the employee reimburses the school district for the cost of a substitute for the position.

Requests for military leave must be submitted through school principals or district supervisors and receive the superintendent's prior approval. A copy of military orders must accompany the request for leave.

#### **4-91 EARLY RETIREMENT INCENTIVE**

##### **I. FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2002- Effective July 1, 2016**

- A. Employees who retire after completing thirty (30) years of service as defined by The Utah Retirement System and who have been employed at least ten (10) consecutive years (effective July 1, 2011) in the district, will be eligible for either Option A, Option B, or Option C of the Early Retirement Incentives as described below.

**1. Option A Continued Insurance Coverage**

The Board of Education will pay the negotiated portion of district sponsored insurance premiums (single, two-party or family) for Health and Accident, Life and Dental insurance. This benefit will continue until the employee reaches the age of Medicare eligibility. Spouse coverage will continue through the end of the month prior to his/her Medicare eligibility. Dependent children will be covered through the month the dependent child turns twenty-six (26) years old; as defined by state law. (Note: The value of this option for purposes of comparison will be calculated as the value in the year of retirement factored at an annual increase of 5% for the projected period of eligibility.)

**2. Option B Health Reimbursement Plan (HRA) or Special Pay Plan (SPP)**

Employee waives all district sponsored insurance benefits upon retirement and in lieu thereof the District will make an annual installment into a District authorized HRA or SPP in behalf of the employee. The amount of the installment will be the lesser of Level AA of the Licensed Employee Salary Schedule adjusted to actual contract days of the retirement year, or the value of Option A.

Payment under this option will be made in annual installments over four (4) years, beginning the month following the employee's group health insurance termination date. Upon death of employee, any unpaid installments are forfeited.

**3. Option C Purchase of Years of Service**

Employee waives all district sponsored insurance benefits upon retirement and in lieu thereof chooses a lump sum, one time, discretionary payment to the Utah Retirement System to obtain the system's definition of thirty (30) years. The amount of this alternative will be the lesser of Salary Level AA of the Licensed Employee Salary Schedule (contract days) of the retirement year or the value of Option A or the amount needed to accomplish said purchase. Payment under this option will be made directly to and within the timeframe required by the URS.

- B.** To be eligible for Option A, B, or C, employees must notify the District in writing no later than December 1<sup>st</sup> for a mid-year retirement date or by March 1<sup>st</sup> for a contract year-end retirement. For dates other than those described above, notification must be made three months in advance of the intended retirement date. Requests for exceptions to these dates must be submitted in writing to and approved by the Superintendent. Failure to meet the notification deadlines above will result in a fee of \$750.00. For good cause shown, the Superintendent may waive the payment of the fee. Any fee may be deducted from an employee's earnings.

## **FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2002- Effective July 1, 2016**

Employees who retire after completing thirty (30) years of service as defined by the Utah Retirement System and who have been employed at least ten (10) consecutive years (effective July 1, 2011) in the district will be eligible for Early Retirement Incentive Option A, B or C as described below.

### **1. Option A Continued Insurance Coverage**

The Board of Education will pay the negotiated portion of district sponsored insurance premiums (single, two party or family) for Health & Accident, Life, and Dental insurance. This benefit will continue for a maximum of sixty (60) months or until the employee reaches the age of Medicare eligibility whichever occurs first. (Note: The value of this option for purposes of comparison will be calculated as the value in the year of retirement factored at an annual increase of 5% for the projected period of eligibility.)

### **2. Option B Health Reimbursement Plan (HRA) or Special Pay Plan (SPP)**

Employee waives all district sponsored insurance benefits upon retirement and in lieu thereof the District will make an annual installment into a District authorized HRA or SPP in behalf of the employee. The amount of the installment will be the lesser of Level AA of the Licensed Employee Salary Schedule adjusted to actual contract days of the retirement year, or the value of Option A.

Payment under this option will be made in annual installments over four (4) years, beginning the month following the employee's group health insurance termination date. Upon death of employee, any unpaid installments are forfeited.

### **3. Option C Purchase of Years of Service**

Employee waives all district sponsored insurance benefits upon retirement and in lieu thereof chooses a lump sum, one time, discretionary payment to the Utah State Retirement system to obtain the system's definition of thirty years. The amount of this alternative will be the lesser of Salary Level AA of the Licensed Employee Salary Schedule (contract days) of the retirement year or the value of Option A or the amount needed to accomplish said purchase. Payment under this option will be made directly to and within the timeframe required by URS.

- B.** To be eligible for Option A, B or C, employees must notify the District in writing no later than December 1<sup>st</sup> for a mid-year retirement date or by March 1<sup>st</sup> for a contract year-end retirement. For dates other than those described above, notification must be made three months in advance of the intended retirement date. Requests for exceptions to these dates must be submitted in writing to and approved by the Superintendent. Failure to meet the notification deadlines above will result in a fee of \$750.00. For good cause shown, the Superintendent

may waive the payment of the fee. Any fee may be deducted from an employee's earnings.

### **III. FOR EMPLOYEES WITH LESS THAN FULL RETIREMENT ELIGIBILITY**

The Board of Education will pay the negotiated portion of premiums for the district sponsored group insurance (Health and Accident, Life and Dental) for employees who retire through the Utah State Retirement System with less than thirty (30) years of service, who have been employed at least ten (10) consecutive years (effective July 1, 2011) in the district and are within three (3) years of Medicare eligibility.

#### **4-92 PAYMENT FOR UNUSED SICK LEAVE**

Employees who leave employment with the District and who have been employed by the district for at least ten (10) consecutive years, regardless of their retirement status, shall be paid for the unused sick leave.

#### **6-20 OUTSIDE ACTIVITIES**

All regular employees of the Board of Education are expected to devote full time to the performance of their assigned duties. No outside employment nor activity shall be countenanced by the Board if it interferes in any way with an employee's efficiency or work schedule.

#### **6-30 RESIDENCE**

Employees shall in no way let the circumstances of their place of residence interfere with the normal requirements imposed upon all employees as pertaining to special before or after school hour responsibilities.

#### **8-10 GENERAL**

Payment shall be made by direct-deposit to the savings or checking account of the financial institution of the employee's choice. Employees are responsible to submit all necessary information to the district payroll department.

#### **8-45 STATUTE OF LIMITATIONS RELATING TO SALARY ADJUSTMENT**

A claim for salary adjustments is limited to one year prior to the date of the filing of the claim. The above time limitation applies to any claim by an employee that he or she was underpaid and to any claim by the District that an employee was overpaid.

#### **8-54 UTAH STATE RETIREMENT SYSTEM**

Employees of the Board of Education will become members of the Utah State Retirement System in accordance with Utah State Law (U.C.A. §49-11-101, et. seq.) and administrative rules and regulations of the Utah State Retirement Board.

#### **8-55 OTHER**



On the written request and authorization of individual employees, submitted directly or through an employee association to the Business Office, additional deductions shall be made for the following items:

- (1) Membership dues to employee associations and related organizations.
  - (a) The bargaining agent agrees to hold the Board of Education of Ogden City harmless from suits by any bargaining agent member regarding dues deduction.
- (2) Employee personal insurance premium payments and premium payment to the bargaining agent sponsored insurance plans.
- (3) Employee participating premium payments to the Board sponsored health and accident insurance plans.
- (4) Member payments to the Education First Credit Union.
- (5) Employee contributions to the United Fund.

#### **8-56 SALARY PAYMENT**

Employees shall be required to meet employment requirements before salary payment is made. No further regulations or requirements shall be made which would defer or hold up salary payments to an employee. Exceptions of state or federal regulations mandatorily imposed on the school district will be considered.

#### **8-60 TAX SHELTERED ANNUITIES**

The Board of Education will participate in employee "tax sheltered" annuity programs to the extent and within the limits established and provided for by IRS code and Board Policy.

#### **8-70 DAMAGE TO EMPLOYEE VEHICLES**

The District agrees to reimburse employees for out of pocket costs incurred as a result of damage done to employee's vehicle due to vandalism. Said vandalism must:

1. Be verified and documented to employee's immediate administrative supervisor within two working days of the incident and
2. Have occurred at employee's place of employment during work hours.
3. Have been reported and verified through the applicable law enforcement agency, which may include school resource officers.

Reimbursement will be limited to the lesser of actual out of pocket expense or the deductible amount of employee's insurance coverage. In no case shall the reimbursement exceed \$250.