BETWEEN THE
JEFFERSON COUNTY
BOARD OF EDUCATION
AND THE
JEFFERSON COUNTY ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES ON
BEHALF OF LOCAL 4011
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ARTICLE 1 - DEFINITIONS

As used in this Agreement the following definitions apply:

1. **Employer** means the Jefferson County Public Schools District, an independent agency and instrumentality of the Commonwealth of Kentucky.

2. **Union** means the Jefferson County Association of Educational Support Personnel, affiliated with the American Federation of State, County and Municipal Employees (AFSCME) Council 962 Local 4011.

3. **Employee** means any person included in the representation unit (as defined by Article 3, Recognition).

4. **Promotional opportunity** means a position resulting in an increase in compensation.

5. **Confidential/Essential Employee** means the Superintendent is authorized to determine that employees holding certain jobs are not eligible for representation by the Union because of the nature of their work or the information to which they have access. The employees shall be referred to as confidential essential employees and shall not be included in the bargaining unit.

6. **Overstaff** means a condition where a Job Family IA or Job Family IB employee’s position is eliminated at a specific location and the employee is involuntarily placed on the transfer list.

7. **Members or Membership** means only those employees in the representation unit belonging to the Union.

8. **Superintendent/designee** means the Superintendent of Schools of Jefferson County, Kentucky or an administrator or supervisor authorized to act on behalf of the Superintendent in the administration of this Agreement.

9. **Days** means days of the week, excluding Saturday, Sunday, and holidays.

10. **Length of service** means amount of time in active pay status while assigned to a job classification(s) as an initial probationary or permanent employee, whichever is applicable, from first compensable day following last break in service computed in years; ties to be broken by seniority.

11. **Seniority** means the total amount of continuous time from the first compensable day as an initial probationary or permanent employee following last break in service including all approved paid and unpaid leave; ties to be broken by the largest sum of the final four (4) digits of the employee’s Social Security number.

12. **Vacancy** means a permanent full-time position in the administrative organization
approved by the Board, funded in the budget, and released for staffing which does not have a regular full-time employee of record assigned to it.

13. **Red lined** means salary will be held at the current level adjusted upward only at the rate of one-half of any cost-of-living raise that might be granted until the schedule matches the employee’s salary.

14. **Union/Authorized Representative** means any Union employee/member the Union leadership appoints or elects.

15. **Immediate family** means the employee’s spouse, children (including stepchildren and foster children), grandchildren, daughters-in-law and sons-in-law, brothers and sisters, parents, spouse’s parents, grandparents, and spouse’s grandparents, without reference to the location or residence of said relative and any other blood relative who resides in the employee’s home.

**ARTICLE 2 - EMPLOYER RIGHTS**

Section A  Except as limited by the provisions of this Agreement, law, regulations and code, the Employer does hereby have and retain, solely and exclusively, all managerial rights and responsibilities which shall include but not limited to, the right to determine policies, rules, regulations and procedures of the Employer; to establish, amend or modify an overall budget; to establish, change, combine or abolish job classifications or the job content of any classification; to discipline employees (with just cause); to relieve employees from duty for lack of work or other legitimate reasons or lessen their duty; to hire and promote employees; to determine the starting and quitting time and the number of hours and shifts to be worked; to expand, reduce, alter, combine, or cease any job operation or service; to control and regulate the use of machinery, equipment and other property of the Employer, to introduce new and improved research, development and services, and technology; to determine the number and types of employment required and to assign work to such employees in accordance with the operational needs of the school district; and direct the work force. (Unless abridged by this agreement)

Section B  All school management personnel shall carry out the following responsibilities:

1. Adhering to the provisions of this Agreement

2. Complying with the Board’s rules and regulations which are necessary to implement the provisions of this Agreement

**ARTICLE 3 - RECOGNITION**

The Union is recognized as official representative of regular, full-time (excluding initial probationary, part-time, temporary, and seasonal and substitute) School and Community
Nutrition Service employees in Job Family IB, and Clerical, Instructional and technical employees in Job Family IA, and any other qualifying employee, except for those holding positions designated by the Superintendent as confidential/essential.

The below list of job descriptions may not be all inclusive and is subject to addition, deletion, or change in title.

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Section 1 and Section 2 shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided however, that if all or any part of these Sections becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of this Section held valid shall immediately apply. The parties acknowledge that, at the time of execution of this Agreement, Sections 1 and Section 2 are in conflict with applicable law.

1. **Dues deduction** When requested by the Union, a plan shall be developed by which membership dues of those eligible for representation in the Union, the Kentucky Association of Educational Office Professionals, and the National Association of Educational Office Professionals may be payroll deducted and remitted to the Union. Membership dues for the Union will be deducted from each employee’s paycheck bi-weekly in eighteen (18) equal payments, from September through May, except for those who notify the Employer and Union expressly and individually in writing during the first ten (10) days after eligibility for representation or during the first ten (10) days following the effective date of this Agreement that such dues are not to be deducted.

Should legislatively the fair share fee be forfeited the following paragraph will apply:

The Union is obligated to represent all employees in the representation unit but the Union shall have the right to charge a predetermined fee to an employee who is not a member of the Union and who seeks Union assistance when specific services are rendered to that employee. Such fees-for-service shall comply with applicable state and federal statutes, regulations and court orders and shall be from a predetermined fees-for-service schedule. The employer shall neither collect nor deduct from wages any such fees-for-service.

The Union shall save the Employer harmless against any claims, legal or otherwise, which may arise there from. The Union retains the right to defend such claims.
Union membership dues shall not be deducted from the paychecks of employees who notify the Employer expressly and individually in writing within these ten (10) days that such dues are not to be deducted. Membership dues shall be transmitted to the union. The Union shall annually certify in writing the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction.

2. Employees who are included in the collective bargaining unit, but decline membership, as stated above, shall be required to pay, in lieu of union dues, a fair share fee equal to the part of the union dues that the union is entitled to be paid under applicable federal and state law for representing the non-member employees in matters of collective bargaining, grievance and contract administration. The fair share fee will be deducted automatically from the wages of each non-member employee for every pay period for which the non-member is scheduled to work in equal amounts in (18) equal payments, from September through May, beginning with the effective date of memorandum of agreement, for so long as the non-member employee is not a member of the union. Such monies shall be transmitted to the union.

The union shall annually certify in writing the current and proper amount of its membership dues and fair share fee, at least thirty (30) days prior to the initial deduction. The union shall provide to the employer, written notice thirty (30) days prior to any fair share fee deduction, and annually thereafter, an affidavit which states the amount of the fair share fee (which shall not exceed the amount of the dues uniformly required to be paid by members of the union) together with an audit by an independent certified public accountant clearly setting forth the method by which the fair share fee was calculated, including a list of the major categories of the union’s budgeted expenses specifying which expenses were included and excluded in determining the fair share fee. The union shall provide to each non-member employee identified to the union by the employer a notice which shall include a copy of the current affidavit described above and a statement that the amount of the fair share fee may be challenged by the non-member employee (1) through the union’s internal appeal procedure culminating in arbitration, by sending a letter to the union by certified or registered mail or hand delivery, (2) by filing a request for decision with the Louisville Labor-Management Committee, with a copy to the union, or (3) after completing either of the aforementioned then the employee may file a complaint against the union in a court of competent jurisdiction. The notice shall state the manner in which a non-member employee may obtain a copy of the union’s internal appeal procedure or file a request for decision with the Louisville Labor-Management Committee.

All challenges must be in writing and must be mailed, delivered or filed not later than sixty (60) days after receipt by the non-member employee of the notice. Upon receipt of a challenge, the union shall deposit into an interest-bearing escrow account, separate from all other union funds, the amount of all fair share fee payments received on behalf of the challenging non-member employee that is placed in issue by the challenge. The escrow agreement for the escrow account
shall provide that the escrowed funds shall be released from the escrow account only in compliance with the terms of an ultimate arbitration award, Louisville Labor-Management Committee decision or final judgment of a court, including any appeals, or by the terms of a mutually agreeable settlement between the union and the challenging non-member employee.

The final amount of the fair share fee as determined by the arbitration award, Louisville Labor-Management Committee decision or judgment of a court shall reflect only those expenses affirmatively related to representing the non-member employee in matters of collective bargaining, grievance and contract administration. The union shall have the burden of proving such affirmative relation. The union shall provide to the arbitrator, Louisville Labor-Management Committee, or court, as applicable, all financial and other records of the union deemed relevant by the adjudicating body.

3. When requested by the Union, a plan shall be developed by which membership dues of those eligible for representation in the Union, the Kentucky Association of Educational Office Professionals, and the National Association of Educational Office Professionals may be payroll deducted and remitted to the Union. Membership dues for the Union will be deducted from each employee’s paycheck bi-weekly in eighteen (18) equal payments, from September through May, except for those who notify the Employer and Union expressly and individually in writing. A revocation of a dues deduction authorization should be notarized and either hand delivered or sent via certified mail.

The Employer will submit to the Union an electronic file for each payroll period listing all bargaining unit employees.

The Union will submit an electronic file to the employer for each payroll period listing the employees for which dues shall be deducted.

The electronic file shall contain the employee full name, employee identification number, address, and phone number if available.

The union will scan and remit electronically a copy of the signed dues authorization form for any employee that dues are to be deducted.

The union shall indemnify and save harmless the Employer and its members, officers, employees and agents against any liability that may arise out of or by reason of any action taken by the Employer consistent with the foregoing provisions relating to the membership dues deduction and fair share fee, including reasonable attorney’s fees. In the event the Employer should be held liable or responsible for repayment of any membership dues or fair share fee amounts paid to the union pursuant to the Agreement, the union shall reimburse such monies to the Employer.

4. **Courier Service** The Union shall have the right to use the district courier service to
communicate with employees covered by this Agreement only as permitted by U.S. Postal regulations. Communications approved for distribution through the courier service shall be specifically addressed to an individual and shall not include items of a personal nature. The Union shall save the Employer harmless against claims, legal or otherwise, which relate to the use of the courier service. Two (2) copies of material(s) sent through the courier service, distributed on the Employer's property, or posted shall be provided in advance to the Superintendent/designee, one (1) copy shall be provided in advance to each chief building administrator where the material is distributed.

5. **Bulletin Board** The Union shall have the right to post notices of its activities and matters of concern to employees represented by the Union in a conspicuous place designated by the chief building administrator at each work location. A copy of any posted material shall be provided to the Superintendent/designee and the chief building administrator before it is posted.

6. **Political Material** Material(s) endorsing or opposing a political position or candidate for public office, material encouraging employees to violate any law, regulation, policy, or administrative rule, or material which has as its effect the interfering with employees' rights under law shall not be posted, distributed through the courier service or distributed in any manner on the Employer's property by the Union or for its benefit.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deductions made pursuant to the provision promptly to the Union together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.

7. **Commercial Advertising and Solicitation** Material containing advertising or solicitation of commercial materials, products or services (including anything for sale by an employee for the employee's financial gain which is a product of their own talent or skill as well as the product of an on-going commercial interest) shall not be posted, distributed through the courier service or distributed in any manner on the Employer's property by the Union or for its benefit.

8. **Meeting Space** The Union may use facilities designated by the Employer for meetings before or after the employees' normal work hours for which the Union shall pay the Employer's regular fees for special custodial services or damage and for which the Union shall save the Employer harmless against any claims, legal or otherwise, which may arise there from.

9. **Union Business** The Union president and/or one (1) designee and one (1)
employee at each work location designated by the president shall have the right exclusively to transact Union business at work locations to which the employees are regularly assigned at such times before and after employee duty hours and during scheduled meal and rest breaks as will not interfere with or disrupt operations provided the Union president/designee has previously registered with the chief building administrator and immediate supervisor where applicable. The Union shall provide the Superintendent/designee with a list of the names and work locations of all persons authorized to transact Union business at work locations. The designee(s) shall be either a union representative(s) and/or the designated “staff representative(s)”.

10. **Union Leave** The Union shall be entitled to designate individual(s) employees to be granted leave in an aggregate amount not exceeding 150 days per year to be taken in full days for the conduct of necessary Union business, such designation to be made in writing to the Superintendent/designee normally at least 5 days in advance of the leave usage. The parties agree that Union leave will not be granted during the first five (5) days just before the school term, the first five (5) days of the school term or the last ten (10) days of the school term, or in the case of school-based employees, during standardized testing such as state/federal tests.

11. **Union President Leave** The Employer shall, upon request, grant the elected President of the Union up to 187 days of leave per fiscal year without the loss of salary, step increment, or Employer paid fringe benefits. Request for union president leave shall be made in writing to the Superintendent/designee normally at least five (5) days in advance of the leave usage. Should the Union President be a school based employee, the employee must take leave for their entire work calendar to allow the school to have a full-time replacement. The Union will reimburse the Employer the salary of the Union President for all union president leave granted.

Following the leave, the employee will be returned to the assignment held prior to leave. In the event the assignment is not available, the employee will be given a comparable assignment.

12. **Employer-Union Relations Meetings** The Superintendent/designee(s) shall meet bi-monthly with not more than five (5) representatives of the Union to discuss administration of this Agreement and other matters of mutual concern.

13. **Wages/Compensation Change Meetings** When the Employer contemplates any change(s) in wage rates, hours, compensable benefits, or procedures specifically included in this Agreement which have a substantial general economic impact upon the employees the Union shall be notified in advance of and, to the extent practicable, participate in discussion prior to such change(s).

14. **Board Agenda** The Superintendent/designee shall provide the Union a copy of the official agenda in advance of regular Board meetings except for those items
privileged by law.

15. Technology changes. The Employer shall inform the Union in advance of the introduction of automation or equipment which will likely result in, (a) substantial reduction or displacement of the total number of employees, (b) substantial change in the job to which employees are assigned, or (c) change in salary classification of the jobs. The union retains the right to grieve such change.

16. Information Exchange. The Employer and the Union shall make available to each other upon written specific requests any statistics and reports routinely compiled which are not confidential and which are relevant to this Agreement or necessary for its proper administration.

17. The Union shall be entitled to nominate members to serve on committees recommending voluntary group insurance coverages.

18. The Union shall be entitled to request professional leave in order that members who are state and/or national officers may attend state and national conferences. The Union shall be entitled to request professional leave in order that members may attend state, national and local conferences.

19. Modified job descriptions will be provided to the employees by the supervisor ten (10) days of the date of change.

20. The Union building representative shall upon request be given time prior to or after each faculty and/or staff meeting for brief announcements and the distribution of approved union materials. The building communication system shall be made available according to the established procedures of the facility for use by a Union building representative to make brief announcements concerning meetings. The Union shall be provided upon request building rosters showing the names, home addresses, and assignments of all employees.

21. Employee Information Data. The Employer shall provide the Union on a monthly basis the following information by electronic file:

1. Employee’s name (last, first)
2. Dues deduction status
3. Employee’s ID number
4. Employee’s mailing address (Including zip code)
5. Employee’s work location (reporting cost center)
6. Employee’s seniority date
7. Current valid certificates
8. Salary schedule placement (grade, step, hourly wage, yearly salary, days worked)
9. Employee’s phone number
22. All copies of transfer requests, reassignment requests, and voluntary demotion
requests submitted by employees will be provided to the Union. All copies of
waivers of rejection of Union membership will be provided to the Union.

23. The Union shall be allowed to address newly hired employees at the conclusion of
each District provided orientation meetings advising them of their union rights and
benefits and to solicit their membership in the Union under the terms of the
Agreement.

24. The District agrees to permit the Union access to the e-mail system and the same
rules found in the labor agreement that govern use of the school system’s courier
service by the Union shall apply. In addition, The Union agrees to abide by the
District’s “JCPS Net Employee Acceptable Use Policy”.

25. Any and all district-wide committees shall have union representation. All such union
representation shall be appointed by the President of the union.

ARTICLE 5 - EMPLOYEE RIGHTS

1. The contents of this Agreement shall be applied to all employees eligible for
representation by the Union without regard to race, color, sex, age, religion,
disability, veteran status, national origin, marital or parental status, political beliefs,
sexual orientation or terms and conditions of membership in the Union.

2. No rights of employees under the law shall be abridged by the Employer or the
Union.

3. No employee shall be appointed, promoted, demoted, dismissed or in any way
favored or discriminated against with respect to employment because of political or
religious opinions or affiliations, ethnic origin, race, color, sex, sexual orientation,
age, religion, disability, veteran status, national origin, marital or parental status,
political beliefs or terms and conditions of membership in the Union.

4. No adverse action of any kind shall be taken by the Employer or any of its agents
against any employee for reason of participation in Union business/activities
including, but not limited to participation in negotiations, the administration of the
Agreement, the performance of duties or the exercise of the rights of citizenship.
No adverse action of any kind shall be taken by the Union or any of its members or
agents against the Employer, the Superintendent or other administrators for reason
of participation in negotiations, the administration of this Agreement, the
performance of duties, or the exercise of the rights of citizenship.

5. Neither the Union/designee or the employee/designee nor the Employer shall
record or intentionally eavesdrop on a meeting without the prior knowledge of the
other.
6. The private life of an employee is not within the appropriate concern or attention of the Employer except when it adversely affects the employee's professional responsibility.

7. An employee shall be afforded an opportunity to have a representative of the Union present in any conference which may lead to disciplinary action or reprimand.

ARTICLE 6 - HOURS AND OVERTIME

1. A non-compensated duty-free meal break of at least twenty (20) minutes shall be provided for employees assigned to work locations with lunchrooms. A non-compensated duty-free meal break of at least forty-five (45) minutes shall be provided for employees assigned to work locations without lunchrooms. Such break shall be assigned by the appropriate supervisor.

2. A ten (10) minute paid rest break shall be provided to employees for each consecutive four (4) hour period of service.

3. Employees who report to work at the beginning of their regularly scheduled duty time when the Employer has not attempted to notify them not to report and who are subsequently relieved of duty for that day shall be paid for a minimum of two (2) hours.

4. Employees required to perform work in excess of their regularly scheduled number of hours short of overtime shall be compensated for the extra hours at their scheduled straight-time hourly wage rate including incentive increments and shift differentials.

5. Authorized and approved work performed in excess of forty (40) hours credited to the employees per workweek shall be considered as overtime and shall be compensated at the rate of one and one half (1 1/2) times the employee's scheduled straight-time hourly wage rate including incentive increments and shift differentials.

6. Time worked for purposes of overtime compensation shall include approved paid leave days including paid holidays.

7. Time worked for purposes of overtime compensation shall not include meal breaks, docked time, unpaid leave time, or other approved unpaid absences from duty.

8. Overtime must be scheduled and approved by the principal or appropriate administrator.

9. The district shall consider the employee's personal health and safety in the event of a delayed schedule or early dismissal due to inclement weather and/or emergency
situations that lead to change of the instructional day. In the event of a delayed or
alternative schedule by 2 or more hours, employees will have the option of operation
on normal schedule or on a delay of 1 hour less than the delayed time of students.
Employees shall be allowed to make-up the loss of time within the same pay period
on scheduled work days if time allows, otherwise the employees will be docked the
time not worked.

10. When an employee is called in and required to work, the employee shall receive a
minimum of two (2) hours pay. When an employee is called in and required to work
on a holiday, the employee shall receive a minimum of four (4) hours pay.

11. Every reasonable effort will be made to schedule Open House, Student Programs,
Promotion Ceremonies as far in advance as possible. Employees whose
attendance is required at Extra Curricular activities, programs and all other duties
beyond the Employee’s normal duty work hours shall be paid at the employee’s
normal hourly rate. Any time worked in excess of forty (40) hours shall be paid at
one and one half (1 ½) times the employee’s normal hourly rate including incentive
increments and shift differentials.

12. Upon notification to supervisor or appropriate administrator an employee may leave
the district property during unpaid break times.

13. Employees are not expected to monitor, read or respond to emails, texts or any
other form of electronic communication outside of normal work hours.

ARTICLE 7 - WORKING CONDITIONS

1. Parking facilities shall be provided for the employees.

2. Employees who are required to use their personal automobile in transportation from
their regularly assigned work location to another location in the performance of their
duties shall be paid mileage at the regular rates and according to the rules
established by the Employer.

3. Work schedules, including beginning and ending of the workday and scheduled
normal meal and rest breaks as assigned by the principal or appropriate
administrator, shall be posted or provided to the employees. An effort will be made
to equitably redistribute the workload when absences occur.

4. Employees or representatives shall be entitled to provide advice and make
recommendations with regard to equipment and furniture of which the employees
are the primary users.

5. Both Parties endorse the shared decision-making process and agree that
employees shall be involved in decisions which affect their working conditions at
their regularly assigned work location.

6. Duties outside those listed on an employee’s job description may be assigned but, to the extent practicable, employees will normally and regularly be assigned only duties listed on an employee’s job description.

7. When specific uniforms and work shoes are required the Employer shall provide them without cost to the affected employees who shall wear them and shall be responsible for their security.

8. The employer will make every reasonable effort to provide for Employees:
   1. Access to duplicating services for the preparation of instructional materials
   2. Internet access
   3. Access to electronic mail service
   4. Lockable storage space

9. Employees will not be responsible for developing lesson plans or subjectively evaluating student work.

10. Employees are required to notify their supervisor according to established procedures in the event of their absence. When required, employees shall request a substitute through the JCPS Substitute Center. It is the employer’s responsibility to provide substitutes for any absent employee.

11. Instructional employees will be provided the Individual Education Plan (IEP) and 504 Plan where appropriate for students assigned to them.

ARTICLE 8 - SAFETY

1. The Employer shall be responsible for providing and maintaining a safe place of employment while providing a hostile and harassment free workplace.

2. Each employee shall cooperate and encourage others to work in a safe manner and to comply with all applicable local, state and federal policies, rules, regulations and orders.

3. Employees shall be responsible for reporting observed unsafe or hazardous practices or conditions to the immediate supervisor or appropriate administrator who shall contact duly qualified personnel who will make a timely inspection and take steps to remedy the condition.

4. The Employer shall investigate reports by employees of unsafe or hazardous practices or conditions made on the appropriate safety form and shall provide a written response to such reports.
5. Employees shall not be required to work under conditions determined by qualified administrative personnel to be detrimental to their health, safety and well-being. Employees retain the right to grieve an unsafe practice.

6. Employees shall use and maintain the safety equipment and protective devices furnished or required by the Employer necessary to meet recognized safety standards.

7. Employees, individually and through the Union, shall be entitled to present advice and make recommendations to the Employer with respect to improving safety awareness and practices associated with their work assignments.

8. The Employer/designee will meet upon request with employees required to carry monies on their person off JCPS property to address the safety concerns of the employee. The employee may request to have a Union representative at this meeting. The Employer will provide a reserved parking space when it is determined by the immediate supervisor to be appropriate.

9. Employees shall not be required to transport parents/guardians. Employees will also not be required to transport students unless it is part of the job description.

ARTICLE 9 - EXTRA EMPLOYMENT

1. Employees who request it on the appropriate form within the established timelines shall be given consideration for work as temporary employees based on seniority in seasonal and voluntary assignments which occur beyond their regularly scheduled work year/workday and which are directly and similarly related to their regular jobs and for which the Employer deems them best qualified. Employees who are chosen for such assignments shall be selected after laid-off personnel have been first considered and before applicants who are not currently employed by the Employer are considered.

2. Those chosen as temporary employees for extra employment assignments shall be paid according to the employee’s current salary schedule.

ARTICLE 10 – COMPENSATION

Compensation percentage increase equal to the percentage increase applied to the JCTA salary schedule, not to include any other compensation modifications to any other bargaining agreements, for the 2017 – 2018 school year. Compensation will be re-opened for negotiations for the 2018 – 2019 school year and each subsequent year in June unless bargained otherwise.

Section A Wages/Wage Rates
1. Paydays shall be on a biweekly basis normally every other Friday except when they fall on a bank holiday, in which case they shall be the preceding workday.

2. The Union shall be entitled to submit and discuss with the Employer information, opinions, and proposals on wage rates which shall not be reduced except as a result of balancing the budget.

3. Employees holding degrees from accredited colleges/universities when the degree is not part of the minimum job requirements and employees holding a Professional Standards Program Certificate awarded by the National Association of Educational Office Professionals shall receive payment to be made in July of each year according to the following schedule. The employee must submit an official transcript/certificate to the Human Resources Department prior to the annual payment to be eligible. The employee must be in active status in July and have worked at least 140 days during the year.

   Associate's Degree $ 50.00
   Bachelor's Degree $100.00
   Master's Degree $150.00
   School Nutrition Association Certificate I $ 25.00
   School Nutrition Association Certificate II $ 50.00
   School Nutrition Association Certificate III $ 75.00

4. Direct deposit to one bank will be mandatory for all employees. The credit union will remain as a payroll deduction.

   Step increases will be applied as follows provided, effective July 1, 1992, the employee has received a satisfactory annual summative job performance evaluation. Effective July 1, 1987, costs for step increases will be provided as follows: one (1) step for those accumulating at least 1 year credited successful experience with the school system since July 1, 1985. This step/experience schedule will be in effect thereafter until changed.

   Career incentive increments for credited experience as recognized by the Jefferson County Public Schools:

   2017-2021
   per hour
   1. After 13 years $.20
   2. After 18 years $.31
   3. After 23 years $.43
   4. After 25 years $.56

1 Credited successful experience means a minimum of 140 days of employment (180 days for 260 day employees).
Shift Differentials:
Second $0.26
Third $0.38

5. Lead Nutrition Service Assistants and Lead Nutrition Production Assistants will receive an additional stipend of $0.4505 per hour worked.

ECE Instructional Assistant Stipend Pay:

- EBD/Hearing Impaired/MMD/Autism/Social Communication Assignment: $0.35 per hour
- MSD/OHI Assignment: $0.50 per hour
- LD Assignment: No Stipend

Section B Insurance and Retirement

1. Health insurance provided by Commonwealth of Kentucky.
2. $20,000 term life insurance - when full premium paid by State
3. Term life insurance equal to one (1) times annualized earnings with $10,000 minimum computed and $50,000 maximum from appropriate placement on the Job Family IA or IB Salary Schedule - full premium paid by Employer
4. Workers compensation - full premium paid by Employer
5. Long-term disability insurance - full premium paid by Employer
6. Unemployment compensation - full premium paid by Employer
7. Liability insurance - full premium paid by Employer
8. Voluntary Employee Group Insurance Program - full premium paid by employee through payroll deduction (for approved coverages recommended by Insurance Advisory Committee)
9. Social Security - Employer Share
10. County Employees Retirement System (CERS) - Employer Share

Section C TB Tests

Required TB tests shall be provided without cost to the employee when they are obtained through the services designated by the Employer.

Section D Payroll Deductions
1. Charitable campaigns approved by the Employer

2. Approval Tax-Deferred Annuities

3. Credit Union

Section E Early Retirement Benefit

Upon retirement from the Jefferson County Public School District, an employee shall receive thirty (30) percent of the employee’s unused accumulated sick leave as a cash payment (less appropriate deductions) up to a maximum equal to the employee’s accumulated sick leave on the thirtieth (30th) year of credited service in the employee’s retirement system. The cash payment shall be calculated by using the employee’s last year of service daily rate.

Should an employee’s balance of unused sick leave fall below the number reached at the thirtieth year of service, it is understood that the employee can continue to accrue sick leave and will be paid up to a maximum of that reached in the thirtieth year.

This benefit is available only to employees who give appropriate notice and retire from active service with Employer. Employees whose employment ends due to resignation, termination or any other reason besides retirement shall not receive this benefit.
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ARTICLE 11 - LEAVES OF ABSENCE

Section A Sick Leave

1. Sick leave with pay shall be granted if the employee presents a personal affidavit or a certificate of a reputable physician stating that the employee or a member of the employee's immediate family was ill on the day or days absent and providing the employee has not exhausted all of the current and accumulated sick leave credit.

2. Employees shall earn one (1) day sick leave per month or major portion thereof credited on the basis of the number of months of employment not to exceed twelve (12) days according to state statutes. The unused portion of the sick leave allowance may accumulate year-to-year without limitation.

3. When an employee becomes ill on the job, the employee may choose to take sick leave or to be docked for the time not worked. Disciplinary action shall not be taken against the employee in these circumstances unless determined to be abusive.

4. Sick leave may be taken in whole days only, except that a non-260 day employee may take one-half (1/2) day sick leave not more than four (4) times and 260 day employee may take six (6) within a school year in which case an attending physician's statement may be required.

5. If an employee uses all accumulated sick leave and is still unable to return to assigned duties, prior to its expiration the employee may apply for and be placed on unpaid medical leave of absence at which time it becomes the responsibility of the employee to assume the payment of all insurance premiums not provided for in the Family and Medical Leave Act, if eligible.

6. Unused sick leave will not be paid upon layoff, resignation from employment, or discharge of employees.

7. When an employee is to be absent from work, the principal or appropriate administrator must be notified prior to that absence. An employee shall not be required to call each day of a prolonged absence provided the employee has informed the administrator during the initial notification of the specific days of anticipated absence. Failure to provide timely notice of any absence may result in a denial of sick leave.

8. Sick leave can be taken for illness in the immediate family or for the purpose of mourning a member of the employee’s immediate family.

9. A sick leave bank shall be established into which employees may voluntarily
contribute one (1) day from their accumulated sick leave. Only voluntary contributors shall qualify for use of leave in the bank according to standards consistent with those applying to use regular sick leave. A committee composed of employees selected by the Union shall be responsible for approving use of sick leave in the bank by employees who have exhausted their leave.

Section B Medical Leave

1. When an employee has been advised by a physician or otherwise knows of an interruption in ability to work because of known or anticipated medical reasons, the employee shall notify the JCPS Benefits Department and the supervisor and upon request be granted an unpaid medical leave of absence. Such notice shall be in writing and accompanied by an attending physician's statement indicating the anticipated date of interruption in ability to work, whether the employee may resume the assignment and the anticipated date of return. The employee shall not continue to work past the date indicated in the attending physician's statement.

2. Medical leave of absence may be granted for a period of one (1) year or less and renewed for one (1) additional year. At the end of the second year, if the employee is unable to return to work, the employment shall be terminated.

3. A position shall be kept available for the employee to resume duties within the job classification following return from medical leave provided:
   a. such position has not been eliminated during the employee's absence for any valid reason,
   b. the employee's planned absence does not exceed fifty (50) days and the employee has exhausted FMLA leave. An employee must return to work for a minimum of ten (10) days to re-start the fifty (50) day count,
   c. the employee would not have been laid off had leave not been taken, and
   d. the employee is medically able to fulfill the duties of the position.

   After fifty (50) days and the employee has exhausted FMLA leave, the employee will be placed on a list for assignment to open positions within the job classification when they become available.

4. Time for which an employee qualifies for workers compensation payments while on medical leave directly resulting from accidents sustained in the course of fulfilling job responsibilities shall count as service time for purposes of salary step placement when combined with regularly paid days. A maximum of one (1) step shall be allowed for those on workers compensation effective from July 1, 1982.

5. Employees who qualify for and are awarded workers compensation payments shall be placed on medical leave with unused sick leave coordinated with the workers compensation payments so as to sustain the level at a total of 100% regular wages.
Section C Emergency Leave

Each employee shall be credited with two (2) days of paid emergency leave per year which will not accumulate from year-to-year. Emergency leave shall be granted in units of full days. Proof of nature of emergency may be required.

Reasons for granting emergency leave with pay shall be:

1. Death or funeral of relative by blood or marriage (specify relationship), and
2. Emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact reason.)

Section D Personal Leave

Each employee shall be credited with three (3) days personal leave per year which may be used at the employee's discretion except that personal leave may not be taken during the first five (5) days just before the school term, the first five (5) days of the school term, during one two-week state/federal testing cycle per school year (determined by the employee's work location), the day before and after days schools are closed for holidays and Spring break except under extenuating circumstances, or on the last five (5) days of the school term except for the purpose of attending high school or college degree graduation ceremonies for the member's immediate family. Personal leave may be taken in half (1/2) day increments with a half present. Half (1/2) day personal leave will not be allowed in combination with docked hours or any paid leave, including but not limited to sick days or vacation days. The following procedures are to be used in order to apply for and use personal leave:

1. The employee must make the request two (2) workdays in advance on the form provided for that purpose,
2. The request must be approved by the employee's immediate supervisor or appropriate administrator on the basis that the employee's absence will not interrupt or impede the work program, and

Permission will not be unreasonably withheld without discussion. When more than one employee requests personal leave for the same date, the most senior employee will receive approval and then rotate for future requests.

Unused personal leave shall be carried forward to accumulate as sick leave.

Section E Child Rearing/Adoption/Dependent\(^5\) Convalescent Leave

1. An employee presenting the required evidence shall upon written request to the

\(^5\)“Dependent means the employee's spouse, children, including stepchildren, grandchildren, parents and spouse's parents without regard to the location of the residence of said relative.
JCPS Benefits Department and the supervisor be granted an unpaid leave of absence necessary to meet child adoption requirements and for the purpose of rearing the employee's pre-school child(ren) or other dependent child, parent or spouse who is unable to care for self in which case a physician's statement may be required.

2. A single child rearing/adoption/dependent convalescent leave shall be granted for a period of no less than forty-five (45) days and no more than two (2) consecutive work years or major portions thereof upon written request to JCPS Benefits Department, except that such leave may be taken for less than forty-five (45) days if the employee has exhausted all sick leave and the need is directly related to an illness of the child/dependent.

3. The Employer shall keep a position available for the employee to resume duties within the job classification following return from the leave provided:

a. such position has not been eliminated during the employee's absence for any valid reason,

b. the employee's planned absence does not exceed fifty (50) days and the employee has exhausted FMLA leave, and

c. the employee would not have been laid off if leave had not been taken.

After fifty (50) days and the employee has exhausted FMLA leave, the employee will be placed on a list for assignment to open positions within the job classification when they become available.

Section F Jury Duty

An employee who serves on a jury in any duly constituted local, state or federal court shall be granted paid leave less any compensation received as jury pay, for the period of actual jury service.

Employees claiming pay for jury duty leave shall comply with the following procedures:

1. A copy of the jury subpoena must be provided to the employee's immediate supervisor or appropriate administrator promptly upon receipt of such subpoena involving jury duty service.

2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll office) must be completed each pay period and forwarded with the Payroll Exception Card to the payroll office.

3. A money order or personal check (payable to the Treasurer, Jefferson County Board of Education) for the amount of compensation received for jury duty excluding any expenses reimbursed to the employee by the court such as travel and parking shall be delivered to the principal or immediate supervisor for transmittal to the payroll office.
Section G Court Appearance Leave

An employee who is summoned to a local, state, or federal court for reasons directly connected with the employee's employment shall be granted paid leave after properly presenting the approved form certifying the court appearance, except when the employee is a plaintiff or witness against the Employer or its agents, or when the employee is a plaintiff in cases without Employer sanction.

Section H Military Leave

Any employee who enters active duty shall be granted an unpaid leave for a period not to exceed the initial period of service. Any employee on military leave and within ninety (90) days after the employee's separation from military service shall upon written application be restored to a position in the employment of the Employer, provided the employee shall furnish proof of discharge or separation from service under honorable conditions and be found by a physician selected by the Employer to be in a satisfactory state of health for the performance of duties. Upon return the employee shall be placed on the salary schedule at the level which would have been achieved had the employee remained actively employed in the system during the period of absence.

Section I Vacation Leave

1. Twelve-month/260-day employees shall be granted vacation leave according to the Employer's vacation policy and procedure. Such employees shall earn vacation leave based on length of service in the district computed in years as determined by the employee's seniority date plus a maximum of two (2) years credit for military service.

2. Vacation leave shall be credited monthly with accumulation limited to no more than two (2) times earned annual rate as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days Earned Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1</td>
<td>10</td>
</tr>
<tr>
<td>2 thru 10</td>
<td>15</td>
</tr>
<tr>
<td>11 and over</td>
<td>20</td>
</tr>
</tbody>
</table>

3. Eligible employees must have been in active pay status more than half of the workdays in a month to qualify for crediting vacation leave.

4. Employees will be charged with vacation leave only on days upon which they would otherwise work and receive pay.

5. Vacation leave shall be taken in full days.
6. Immediate supervisors, principals or appropriate administrator shall see that employees have opportunities to use vacation leave days and not forfeit them. Vacation leave shall be scheduled by the principals or appropriate administrator in accordance with operating requirements and, insofar as practicable, with the requests of employees.

7. Employees shall request vacation leave on the appropriate form as far in advance as practicable and at least five (5) days prior to the requested leave days. This provision may be waived by the supervisor under extenuating circumstances.

8. Upon separation/termination of employment, cash payment shall be made for accrued vacation at the employee’s scheduled wage rate prior to the date of change.

9. Vacation days will not be granted during one two-week state/federal testing cycle per school year (determined by the employee’s work location).

Section J Holiday Leave

Twelve-month/260-day employees shall be granted nine (9) paid holiday leave days and less than twelve-month employees shall be granted four (4) paid holiday leave days according to the Employer’s policy and procedure.

Section K Political Activity Leave

1. Upon written request an unpaid leave of absence may be granted to an employee for not less than thirty (30) days or more than two (2) work years or major portions thereof for the purpose of campaigning for or serving in public office once the employee becomes a candidate for such office.

2. A position shall be kept available for the employee to resume duties within the job classification following return from leave provided:
   a. the employee had asked that a position be kept available at the time the leave was requested,
   b. such position has not been eliminated during the employee's absence for a valid reason,
   c. the employee’s planned absence does not exceed ninety (90) days, and
   d. the employee would not have been laid off had leave not been taken.

   After ninety (90) days the employee will be placed on a list for assignment to open positions within the job classification when they become available.

Section L Education/Training Leave

Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or more than two (2) years may be granted to an employee for purposes of attending
an educational training program approved by the Employer and upon request and proof of need, may be renewed for an additional two (2) years. Upon return, evidence shall be submitted that the leave was used for stated purpose.

Section M Length of Consecutive Leaves of Absence

Child Rearing/Adoption/Dependent Convalescent Leave may be denied when the granting of such leave would result in absence from duty for a period longer than two (2) consecutive work years or major portions thereof without at least one (1) intervening year of active service as an employee except as otherwise provided under Family and Medical Leave Act, if eligible.

Political Activity Leave may be denied when the granting of such leave would result in absence from duty for a period longer than two (2) consecutive work years or major portions thereof without at least one (1) intervening year of active service as an employee.

Section N Notarizing Leave Affidavits

Notary services shall be provided without charge to employees required to submit personal affidavits for leaves.

Section O Resumption of Benefits Following Leave

Unused accumulated sick leave shall be restored to employees resuming service following approved leave. Employees shall be responsible for making arrangements to continue insurance benefits when they would otherwise be interrupted by the approved leave. The Employer will provide assistance and information with the ultimate responsibility for all notices remaining with the employee.

ARTICLE 12 - ASSISTANCE IN ASSAULT/INJURY

The Employer shall provide assistance and support to an employee in case of alleged assault/injury while the employee is fulfilling assigned duties when such assault arises out of and directly results from employment responsibilities whether the assault/injury takes place on or off the Employer’s property.

Section A General Assistance

1. The immediate supervisor shall, on the form provided, report any case of alleged assault/injury on an employee to the appropriate administrator who shall acknowledge receipt of such report.

2. The administrator shall notify the employee of readiness to assist as follows:

As defined in criminal laws of Kentucky
a. Obtain from police and/or from the immediate supervisor and others relevant information concerning the alleged assault/injury and offenders; and

b. Act in other appropriate ways as liaison between the employee, the police, and the courts.

Section B Legal Counsel

Legal advice will be offered in any criminal action taken by the employee in connection with the alleged assault/injury and assistance in court appearances may be provided when requested by the employee and sanctioned by the Employer.

Section C Court Appearance

Time required for a summoned appearance in any criminal aspect of a legal proceeding connected with the alleged assault/injury on an employee sustained in the course of fulfilling employment responsibilities shall be granted as leave and shall not be deducted from sick or emergency leave days when the employee has promptly provided a copy of the summons, complaint, or other legal paper to the immediate supervisor.

Section D Compensation

There shall be no loss of wages resulting from an assault/injury for a period up to and including one hundred eighty-five (185) days subsequent to the first day of absence related to the assault/injury. The first one hundred eighty-five (185) days of absence will not be deducted from sick leave. For periods longer than one hundred eighty-five (185) days the reimbursement for lost wages shall be limited to benefit programs such as workers compensation. Employees shall be reimbursed for the costs of medical, surgical, hospital or rehabilitative services exceeding the amount of any insurance reimbursement to which the employee is entitled under coverage provided by the Employer and/or State for personal injury incurred as the result of an assault sustained in the course of employment.

Section E Employer Approved Physician

If there is a question about the ability of the employee to perform duties, the employee may be required to select a physician for examination from a panel of qualified physicians approved by the Employer. All consulting and examination fees resulting from these examinations shall be paid by the Employer including any lost time spent during the physician's examination.

ARTICLE 13 - EMPLOYER PROVIDED TRAINING

1. The Employer shall establish a training committee, whose members shall include Union nominated/appointed employees, to offer advice, suggestions, and opinions
during the planning of employee training opportunities.

2. Employees shall be compensated for required training.

3. Every reasonable effort will be made within the Employer’s resources to provide training opportunities for employees on a voluntary basis to strengthen their capabilities and skills fulfilling their assigned duties and in qualifying for other assignments.

ARTICLE 14 - EVALUATION

1. The performance of employees shall normally be evaluated in writing at least annually for employees with four (4) years of experience or less. Employees with five (5) years or more will be evaluated at least every three (3) years provided all ratings are satisfactory or above based on performance expectations for holding the job.

2. The evaluation shall be based only upon information gained over a period of time through direct observation, from personal knowledge, and from a source which is demonstrable as fact.

3. All observation for evaluation of work performance shall be conducted in an open and non-secretive manner.

4. The evaluator shall cite strengths in performance and identify weaknesses to be corrected.

5. The evaluator shall not use any information of a derogatory nature in the evaluation of an employee unless the employee is: (a) provided the information within fifteen (15) workdays of its receipt by the Employer; and (b) provided the opportunity to submit a written response.

6. A copy of the employee’s performance evaluation shall be made available to the employee at the time of evaluation and shall be reviewed with the employee by the appropriate evaluating supervisor prior to being submitted to the JCPS Benefits Department.

7. The employee being evaluated shall receive the evaluation five (5) days prior to the end of the school year and shall have the right to review the evaluation and file a statement for attachment to it within ten (10) days by providing a copy of the statement to the evaluator.

8. The employee shall sign all evaluations which indicates only that the employee has seen and received a copy.
9. Any review of the evaluation forms shall involve employees selected by the Union.

10. The Union shall be entitled to nominate two (2) members of the Employee Performance Evaluation Review Committee.

ARTICLE 15 – DISCIPLINE

No employee covered under the terms of this agreement shall be disciplined, reduced in compensation, suspended for disciplinary reasons, or terminated without just cause as outlined in section 2 of this article and due process.

1. Any employee disciplinary action taken shall be progressive when practicable and depending upon seriousness and the employee’s work record may include:
   a. warning
   b. written reprimand
   c. probation, reassignment and/or transfer, suspension without pay and/or
   d. discharge

   An employee may be suspended without pay. If the employee is suspended for any more than 5 days, alternatively the employee(s) may be re-located to another location, indefinitely pending completion of an investigation when the allegations are of a serious nature, such as, but not limited to, those included in number 5 below.

2. No employee shall be issued written reprimands, placed on probation, reassigned and/or transferred, suspended without pay, or discharged unless:
   a. the employee could reasonably have been expected to know that disciplinary action for the conduct was possible;
   b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe operation of the district;
   c. a fair and objective effort has been made to identify the facts and the decision is based on evidence;
   d. the discipline is applied equitably and without discrimination; and
   e. the degree of discipline is reasonably related to the seriousness of the charges against the employee and the employee’s 24-month service record.

3. In any disciplinary meeting, the employee may request to have a Union representative present during the meeting.

4. Both parties understand that by policy of the employer and related administrative procedures, after due process the following causes and others comparable in seriousness may cause immediate discharge without warning:
a. theft of employer’s property,
b. immoral conduct,
c. insubordination,
d. fighting on employer’s property or during duty hours,
e. failure to report an accident,
f. willful or negligent damage of employer’s property,
g. possession or use or being under the influence of narcotics, hallucinatory drugs or alcohol on employer’s property,
h. carrying a deadly weapon while on the Employer’s premises or during duty hours,
i. falsification of the Employer’s records and reports,
j. failure to maintain credentials and licenses required for the job assignment.

5. Any information used in disciplinary action shall be made available to the employee and the union representative prior to discipline being issued. The union will be given time to investigate the matter per the grievance procedure.

6. The immediate supervisor or appropriate administrator shall promptly inform the employee and the union representative of any disciplinary action and the reasons therefore, unless the employee denies union representation.

7. It shall be the objective of those taking disciplinary action and of the employees that they handle their roles in such a manner as will avoid embarrassment.

8. An employee disciplined in writing shall have the opportunity to make a written response for inclusion in the personnel file within ten (10) days providing a copy to the person taking the disciplinary action.

9. When suspension without pay or discharge is involved the employee upon request shall be granted a meeting with the person administering the action prior to it being taken at which time the employee shall have the right to have a representative of the Union present. The union will be given notice by the employee prior to disciplinary meetings, unless the employee denies union representation. The union may contact Labor Management and Employee Relations should additional time to respond be necessary.

ARTICLE 16 – PERSONNEL FILES

1. No document except those listed below shall be placed in an employee’s personnel file:
   a. Evaluations
   b. Payroll records
   c. Change of Status forms, re-election forms, requests/approvals of transfers and leaves of absence forms and correspondence relating to such
   d. Transcripts, official notifications from universities/colleges
   e. Contracts of employment, job offers, responses to job offers, and
f. Previous employment data  
g. Applications, references, resumes, and verification of experience and training  
h. Tests taken for a job  
i. Licenses or certifications required for a position  
j. Military service records  
k. Investigative reports and records related to pre-employment, disciplinary action  
l. Police checks and arrest/court records

2. An employee shall have the right to view the contents of the personnel file except for references, at which time a representative of the Union may be present when requested by the employee. At the employee’s request and expense, the employee will receive a copy of any document in the employee’s file except for references.

3. There shall not be established a separate confidential personnel file outside the Human Resources Department.

ARTICLE 17 – ASSIGNMENT/OVERSTAFF/REASSIGNMENT

1. Employees shall be assigned to duties within their job classification with consideration given to their preference and seniority provided this results in the operational needs of the district being met using the following criteria:
   a. the attainment and maintenance of required skill levels needed for the particular type of work to be performed,
   b. training specific to the current and requested assignments, and
   c. number of employees with the skills and training needed.

2. Employees who apply by completing the district’s required overstaff electronic form may be reassigned to vacancies in other job classifications within the representation unit with consideration given to their preference provided this results in the operational needs of the district being met using the following criteria:
   a. seniority
   b. the attainment and maintenance of required skill levels needed for the particular type of work to be performed,
   c. training specific to the current and requested assignment,
   d. number of employees with the skills and training needed,
   e. overall capabilities and qualifications, and
   f. affirmative action.

3. Employees who apply for jobs in those vacancies which would result in a salary increase from either a longer work year or higher salary grade shall be given preference, with consideration given to seniority, over those not employed by the school system when the Employer deems them equally qualified, which judgment is reserved solely to the Employer.
4. Interviews may be required after screening for those available applicants who possess the identified desirable qualifications.

5. Employees subject to reassignment probation who are unsuccessful will be assigned to the previous job classification, provided a vacant position is available.

6. A permanent full-time employee appointed by the Superintendent to a budgeted acting position for a minimum of twenty (20) days will be paid retroactively to the first day at the grade level and step at which the employee would be eligible if the position was held regularly. At the end of the acting assignment, the employee’s compensation will revert to the former rate of pay.

7. Overstaffed employees will be offered an opportunity to return to vacancies in the school from which they were overstaffed within the first ten (10) instructional days after school begins.

8. Overstaffed employees will be transferred by job classification to available openings within the same job classification in seniority order in combination with those employees who have requested voluntary transfers, district-wide.

9. Fund source changes will not be made for the purpose of causing an individual employee to be designated as overstaffed.

**ARTICLE 18 - TRANSFERS**

1. Employees who request a transfer on the appropriate form within the established timelines shall be transferred within their job classification from one work location to another when there are openings in seniority order according to preference of the employees provided this results in the operational needs of the district being met using the following criteria:

   a. the attainment and maintenance of required skill levels needed for the particular type of work to be performed,
   b. training specific to the current and requested assignments,
   c. number of employees with the skills and training needed,
   d. recommendation of receiving supervisor following interview, and
   e. affirmative action.

2. Actual transfers of school-based employees may be deferred after school starts until the forthcoming year.

3. Employees in the affected job classification shall be considered first for transfers before vacancies are posted at least five (5) business days on a district-wide basis.
4. Employees desiring a transfer will be given consideration in combination with overstaffed employees and before vacancies are advertised.

5. The Union and all work locations shall be provided the Job List electronically of all job postings/vacancies.

6. The Employer shall make other transfers for good cause as may be necessary for the efficient operation of the district.

7. Nutrition Services Assistant vacancies in the Nutrition Service Center will be posted in the Center for five (5) days. Nutrition Services Assistants, who apply in writing, will be reassigned to these vacancies provided that this meets the operational needs of the district.

ARTICLE 19 - REDUCTION IN FORCE

Contracts with classified employees shall be renewed annually except contracts with the following employees:

1. An employee who has not completed four (4) years of continuous active service, upon written notice which is provided or mailed to the employee by the superintendent, no later than May 15, that the contract will not be renewed for the subsequent school year. Upon written request by the employee, within ten (10) days of the receipt of the notice of non-renewal, the superintendent shall provide, in a timely manner, written reasons for the non-renewal.

2. An employee who has completed four (4) years of continuous active service, upon written notice which is provided or mailed to the employee by the superintendent, no later than May 15, that the contract is not being renewed due to one (1) or more of the reasons described below this section. Nothing in this section shall prevent a superintendent from terminating a classified employee for incompetency, neglect of duty, insubordination, inefficiency, misconduct, immorality, or other reasonable grounds which are specifically contained in Board-policy. Upon written request within ten (10) business days of the receipt of the notice of non-renewal, the employee shall be provided with a specific and complete written statement of the grounds upon which the non-renewal is based. The employee shall have ten (10) business days to respond in writing to the grounds for non-renewal.

The superintendent shall have full authority to make a reduction in force due to reductions in funding, enrollment, or changes in the district or school boundaries. Or other compelling reasons as determined by the superintendent.

When a reduction of force is necessary, the superintendent shall, within each job classification affected, reduce classified employees on the basis of seniority and qualifications with those employees who have less than four (4) years of continuous active
service being reduced first.

If it becomes necessary to reduce employees who have more than four (4) years of continuous active service, the superintendent shall make reductions based upon seniority and qualifications within each job classification affected.

Employees with more than four (4) years of continuous active service shall have the right of recall positions if positions become available for which they are qualified. Recall shall be done according to seniority with restoration of primary benefits, including all accumulated sick leave and appropriate rank and step on the current salary schedule based on the total number of years of service in the District.

Section A The Superintendent/designee shall meet with representatives of the Union to discuss possible reduction in force prior to the individual personnel recommendations being presented for notification of the Board. Reduction shall occur as follows:

1. The Employer will identify for layoff the least senior employees in categories affected by reduction/elimination of positions.

2. Employees whose positions have been eliminated shall be considered for positions for which they are qualified which are available for assignment resulting from resignations, retirements, or other attrition and those vacated by employees identified for layoff.

3. An effort will be made to make assignments within the job description from which reduced and which will result in the least reduction in compensation.

4. An employee is exempt from layoff if:
   a. the employee holds a position in a salary grade greater than that held by any employee affected by reduction/elimination of position, or
   b. the employee holds a position for which no unassigned employee is qualified.

Section B The following shall apply in the recall/restoration of employees who have been laid-off or affected by the reduction:

1. Affected employees shall be recalled in order of seniority before the positions from which employees have been laid-off/reduced are filled by new applicants.

2. Laid-off employees requesting it in writing will be considered for filling an opening in a job description other than the one from which they were laid-off and for which they are deemed qualified before new applicants are considered.

3. A laid-off employee who rejects recall, fails to report for work when assigned, or who resigns or retires will no longer be considered for recall/restoration.
Section C Laid-off employees who have taken other full-time employment must confirm notification of recall within twenty-four (24) hours.

Section D Laid-off employees shall furnish to the Employer their current address and telephone number to which all communication shall be directed while they are on layoff.

Section E While the employee is laid off, the employee will have the option at the employee's expense to remain an active participant in all local and State paid insurance benefit programs to the extent they are available to the employee from the carriers.

Section F During a reduction in force, the employee may apply for employment as a substitute within a job classification and shall be given preference before other substitute applicants are employed.

Section G Upon return to active employment following lay-off, the employee shall be credited with sick leave and will be placed on the proper grade and step of the current salary schedule.

Section H An employee shall be removed from the recall list after two (2) consecutive years in layoff status.

Section I The Union shall be provided a list of the names and job classifications of laid-off employees on or before May 15 of each school year.

ARTICLE 20 - REORGANIZATION/DEMOTION

Section A The Superintendent/designee shall meet with representatives of the Union to discuss possible personnel changes dealing with reorganization and demotion prior to the recommendations being presented for notification of the Board. Reorganization-demotion shall occur as follows:

1. The Employer will identify and provide to the Union a list of personnel who will be affected by the reorganization or who will be demoted.

2. Employees whose positions have been reclassified or demoted to a lower salary grade shall be considered for positions held prior to reorganization for which they are qualified and which are available for assignment resulting from resignations, retirements, or other attrition.

3. An effort will be made to make assignments that will result in the least reduction in compensation.

Section B The following shall apply for employees who have been affected by reorganization or demotion:
1. Affected employees shall be considered before other applicants for positions for which they are qualified that have a salary grade equal to the salary grade held prior to the reorganization.

2. The employee will be placed on the proper step that would have been obtained if the employee had not been reclassified or demoted.

3. This consideration will be given to employees for a period of one (1) school year following the reorganization or demotion.

ARTICLE 21 – CALENDAR

The Superintendent shall appoint two (2) employees to serve on the School Calendar Committee from among those nominated by the Union. The employees shall have the opportunity to offer suggestions and to make recommendations with respect to the development of the Annual School Calendar.

The Superintendent’s recommendation to the Board pertaining to the adoption of the Annual School Calendar shall be provided in advance to the Union.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section A Definition

1. **Grievance** means an allegation or complaint that there has been a violation, misapplication, or misinterpretation of a specific provision(s) contained within this Agreement, (or board policy)

2. **Grievant** means the person(s) or Union making the allegation or complaint.

Section B Purpose

The purpose of this Grievance Procedure is to resolve at the lowest possible administrative level by as informal proceedings as may be appropriate any grievances which may arise.

Section C Representation

In any grievance meeting, the employee may have a Union representative present during the meeting. If the Union opts to represent the employee in a grievance meeting, notice shall be given two (2) days in advance by the representative to the administrator conducting the meeting. The Union shall have the right to be present at the Level II and higher meetings.
Section D Informal Procedure

An employee who believes that there is a basis for a grievance shall within ten (10) days of the employee's awareness of a violation, misapplication, or misinterpretation of the specific provisions(s) meet and discuss the complaint with the immediate supervisor with the objective of resolving it informally. If the employee does not accept the immediate supervisor's disposition of the complaint which shall be made within five (5) days the employee shall be entitled to file a formal grievance within five (5) days after being informed of its disposition.

Section E Formal Procedure

Except with respect to the right to initiate and process complaints at Level I, only the Union shall be recognized to represent the interests of the employee covered by this Agreement in the processing and redress of grievances arising under this Agreement.

A formal grievance shall be processed in accordance with the procedures outlined below:

Level I: The grievant within five (5) days after being informed of its informal disposition, may present the written grievance to the principal or administrative unit director or other appropriate administrator. The administrator shall discuss with the employee the nature of the complaint and any action that the supervisor believes could be taken to resolve the grievance. The administrator shall provide a written decision to the employee no later than five (5) days after receipt of the employee’s formal grievance.

Level II: If the grievant continues the allegation of violation, misapplication, or misinterpretation following the response received from the administrator the employee may present within five (5) days from receipt of the Level I decision the written grievance to the assistant superintendent or other appropriate department head. This administrator will investigate the allegation, review previously presented information and the Level I response, may meet with the employee, and shall provide a written decision to the employee within five (5) days after receipt of the grievance. If Level I administrator is a principal or department head, Level II is waived and grievance proceeds to Level III.

Level III: If the grievant continues the allegation of violation, misapplication, or misinterpretation the written grievance may be presented within five (5) days from receipt of the Level II decision to the Superintendent/designee. The Superintendent/designee shall review previously presented information and administrative decisions, and conduct any necessary meetings and investigations. The Superintendent/designee shall provide a written decision to the grievant within ten (10) days after receipt of the appeal.

Level IV: Section A: If, after receiving the Level III decision, the Union continues
the allegation of violation, misapplication, or misinterpretation, the Union may submit the written grievance to mediation by notifying the Superintendent-designee within twenty (20) days of receipt of the Level III decision. The Parties shall request the Federal Mediation and Conciliation Service (FMCS) or the Louisville Labor-Management Committee to provide a list of seven (7) impartial persons qualified to act as mediator. The Parties will each strike one mediator's name from the list of seven (7) and will repeat the procedure. The remaining person shall be the duly selected mediator. If mediation is requested in writing it shall, subject to mediator availability, be scheduled within fifty (50) days of the level III decision unless both parties mutually agree otherwise.

The mediator shall have authority to meet with the grievant and authorized representatives of the Employer and the Union and make procedural rules consistent with this Agreement. Such meetings shall be held as promptly as practicable after the request for mediator and the mediation. The mediator shall first make every reasonable effort to resolve the grievance as promptly as practicable after the request for mediation. If unsuccessful, the mediator shall hold a formal arbitration hearing then issue a written decision within a reasonable time but no later than sixty (60) days after the date of selection.

The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement or to offer any opinion which is contrary to or violate of the terms of this Agreement. The opinion of the mediator shall be submitted in writing setting forth findings of fact and conclusions to the Parties and will be final and binding on the Parties, unless rejected by a four-fifths (4/5) vote of the Board voting at a public meeting to be held within twenty (20) days. Prior to the Board voting, the Union shall have the right to have a representative appear and present the Union's position.

The costs for the services of the mediator, including per diem expenses, if any, travel and subsistence expenses and the cost of any hearing room will be borne equally by the Employer and the Union. All other costs will be borne by the party incurring them.

Section B: Any grievance arising from termination will be waived to Level III (3).

Section F Grievances Arising From Other Than Immediate Supervisor

An employee who believes that there is a basis for a grievance arising from an action or inaction on the part of an administrator other than the immediate supervisor may initiate a grievance which shall be handled using the same procedure and timelines provided for in Sections D and E.

Section G Grievance Meetings and Hearings

All grievance meetings and hearings required during the formal stage shall be closed
Section H General Provisions

1. The time limits provided for in this Grievance Procedure shall be strictly observed unless extended by mutual agreement. Failure of the employee to proceed with the complaint/grievance within the time limits provided shall result in its dismissal. Failure of the administrator(s) to respond within the time limits provided shall entitle the employee to proceed to the next step in the Grievance Procedure.

2. A grievance may be withdrawn by the Union at any time and at any step of the Grievance Procedure; provided, however, the same grievance shall not be filed the second time by the same employee after the grievance has been withdrawn.

3. The filing of a grievance shall in no way interfere with the responsibility of the employee to fulfill assigned duties (unless arbitration ruling states otherwise).

4. The employee and the Union are required to exhaust the Grievance Procedure before seeking alternative remedies including rights to which they are entitled under the law.

5. The commencing of a legal or administrative appeal proceeding by an employee or the Union against the Employer in a court of law or equity or any Federal, State, or local administrative agency alleging misapplication or misinterpretation of any provisions of this Agreement shall be deemed an election of remedy and a waiver by said employee or Union of their right to resort to the Grievance Procedure.

6. Grievance forms shall be prepared by the Employer and reviewed by the Union which shall have the responsibility for the distribution of the approved forms for filing grievances. The costs of the grievance forms shall be borne by the Employer.

7. The Union shall only be entitled to initiate with the appropriate administrator and process through Section D and the applicable steps of Section E a complaint/grievance alleging violation, misapplication, or misinterpretation of a provision(s) within this Agreement specific to Union rights and entitlements and those which affect a substantial number of employees district-wide.

8. Grievance decisions and appeals under Section E shall be in writing with copies transmitted promptly to the grievant, Union, and Superintendent/designee(s).

9. The Union reserves the right to settle grievances at any level.

ARTICLE 23 – PRIORITY SCHOOLS
Any school identified as a Priority School under KRS 160.346 by the Kentucky Department of Education will be exempt from any requirements in this Agreement that mandate placement of voluntary or overstaffed instructional employees until such time as the school is no longer identified as low achieving. Any such school shall participate in the transfer process but will not be required to select any staff from the transfer list.

ARTICLE 24 - PRINTING

1. The collective bargaining agreement shall be available on the Board’s web page.

2. The Employer shall furnish 1,000 copies to the Union for its use. Upon request by the Union, the Employer will provide additional copies of the Agreement. All costs associated with printing of additional copies will be reimbursed by the Union.

ARTICLE 25 - SAVINGS

Should an article, section or clause of this Agreement be determined by the appropriate agency or court to be illegal or contrary to federal, state or local law or regulations, it shall be considered dormant. The remaining articles, sections and clauses shall remain in full force and effect for the established duration, if not affected by the dormant article, section or clause.

ARTICLE 26 - DURATION

1. The Employer agrees to take such action as necessary to give full force and effect to the provisions of this Agreement. The provisions contained within this Agreement supersede and cancel any previous understandings or any duty of the Employer to continue any other policy, rule, or practice and shall supersede any rules, regulations, or practice of the Employer which are contrary. The Employer shall make no change in wage rates or compensable benefits specifically included in this Agreement without prior notification of and, to the extent practicable, participation by the Union.

2. Either party desiring changes, additions or deletions in the Agreement shall notify the other party in writing and request a conference which must be held within thirty (30) days. Changes, deletions or additions will be negotiated only upon mutual consent of both parties.

3. The provisions contained within this Agreement shall be effective from July 1, 2017 through June 30, 2021, with the exception of Article 10, Compensation, which will be re-opened for negotiations for the 2018-19 school year and each subsequent year unless bargained otherwise. Bargaining will occur during the month of June each year specified in the collective bargaining agreement.
4. This Agreement as contained herein is made by and between the Employer and the Union as of [Add new date].

Board of Education of Jefferson County, Kentucky

______________________________________
Chris Brady
Chairperson

______________________________________
Martin Pollio, Ed.D.
Superintendent

______________________________________
Robert W. Tanner
Chief Negotiator

______________________________________
Michael Raisor, Ph.D.
Chief Operating Officer

______________________________________
Cordelia Hardin
Chief Financial Officer
Jefferson County Association of Educational Support Personnel, affiliated with the American Federation of State, County and Municipal Employees (AFSCME) Council 962 Local 4011

________________________________________________________________________
Sue Foster
President

________________________________________________________________________
Linda Forde
Vice President

________________________________________________________________________
Julie Martin
Parliamentarian

________________________________________________________________________
Bo Johnson
AFSCME Staff Representative
JEFFERSON COUNTY BOARD OF EDUCATION
NEGOTIATION TEAM

Rob Tanner
Chief Negotiator

Mike Raisor
Chief Operating Officer

Cordelia Hardin
Chief Financial Officer

Tyson Gorman
Legal Counsel

JCAESP/AFSCME
NEGOTIATIONS TEAM

Sue Foster
President

Linda Ford
Vice President

Julie Martin
Parliamentarian

Bo Johnson
AFSCME Staff Representative

David Robertson
AFSCME Council 962 Assistant Director