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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

JCBE-JCAESP/AFSCME AGREEMENT, 2017-2021

Distributed to Employees by:

Jefferson County Association of Educational Support Personnel
American Federation of State, County and Municipal Employees on Behalf of Local
4011

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Jefferson County Public Schools
Equal Opportunity/Affirmative Action Employer

Table of Contents

Articles		Page Number
1		
2		
3		
4		
5		
6	1	Definitions 5
7		
8	2	Employer Rights 6
9		
10	3	Recognition 6
11		
12	4	Union Rights 8
13		
14	5	Employee Rights 14
15		
16	6	Hours and Overtime 15
17		
18	7	Working Conditions 16
19		
20	8	Safety 17
21		
22	9	Extra Employment 18
23		
24	10	Compensation 18
25		
26	11	Leaves of Absence 23
27		
28	12	Assistance in Assault/Injury 29
29		
30	13	Employer Provided Training 30
31		
32	14	Evaluation 31
33		
34	15	Discipline 32
35		
36	16	Personnel Files 33
37		
38	17	Assignment/Overstaff/Reassignment 34
39		
40	18	Transfers 35
41		
42	19	Reduction in Force 36
43		
44	20	Reorganization/Demotion 38
45		
46	21	Calendar 39

1			
2	22	Grievance Procedure	39
3			
4	23	Priority Schools	42
5			
6	24	Printing	43
7			
8	25	Savings	43
9			
10	26	Duration	43
11			
12		JCBE Signature Page	44
13			
14		AFSCME/Local 4011 Signature Page	45
15			
16		Negotiation Teams	46
17			
18			
19			

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

1 approved by the Board, funded in the budget, and released for staffing which does
2 not have a regular full-time employee of record assigned to it.
3

4 13. Red lined means salary will be held at the current level adjusted upward only at the
5 rate of one-half of any cost-of-living raise that might be granted until the schedule
6 matches the employee's salary.
7

8 14. Union/Authorized Representative means any Union employee/member the Union
9 leadership appoints or elects.
10

11 15. Immediate family means the employee's spouse, children (including stepchildren
12 and foster children), grandchildren, daughters-in-law and sons-in-law, brothers and
13 sisters, parents, spouse's parents, grandparents, and spouse's grandparents,
14 without reference to the location or residence of said relative and any other blood
15 relative who resides in the employee's home.
16

17 ARTICLE 2 - EMPLOYER RIGHTS 18

19
20 Section A Except as limited by the provisions of this Agreement, law, regulations and
21 code, the Employer does hereby have and retain, solely and exclusively, all managerial
22 rights and responsibilities which shall include but not limited to, the right to determine
23 policies, rules, regulations and procedures of the Employer; to establish, amend or modify
24 an overall budget; to establish, change, combine or abolish job classifications or the job
25 content of any classification; to discipline employees (with just cause); to relieve
26 employees from duty for lack of work or other legitimate reasons or lessen their duty; to
27 hire and promote employees; to determine the starting and quitting time and the number
28 of hours and shifts to be worked; to expand, reduce, alter, combine, or cease any job
29 operation or service; to control and regulate the use of machinery, equipment and other
30 property of the Employer, to introduce new and improved research, development and
31 services, and technology; to determine the number and types of employment required
32 and to assign work to such employees in accordance with the operational needs of the
33 school district; and direct the work force. (Unless abridged by this agreement)
34

35 Section B All school management personnel shall carry out the following responsibilities:
36

- 37 1. Adhering to the provisions of this Agreement
- 38
- 39 2. Complying with the Board's rules and regulations which are necessary to
40 implement the provisions of this Agreement
41

42 ARTICLE 3 - RECOGNITION 43

44
45 The Union is recognized as official representative of regular, full-time (excluding initial
46 probationary, part-time, temporary, and seasonal and substitute) School and Community

1 Nutrition Service employees in Job Family IB, and Clerical, Instructional and technical
 2 employees in Job Family IA, and any other qualifying employee, except for those holding
 3 positions designated by the Superintendent as confidential/essential.

4
 5 The below list of job descriptions may not be all inclusive and is subject to addition,
 6 deletion, or change in title.
 7

ACCOUNTING CLERK	CLERK/BOOKKEEPER	ECE INSTR ASST PT
ACCTS PAYABLE CONTROL CLERK	CLERK/TYPIST	ECE INSTRUCTIONAL ASST
ACCTS PAYABLE/APPROVAL CLK	CLK II/SCH CLERK	ED INTERPRETER I
ASSESSMENT SUPPORT TECHNICIAN	CLK SCHOOL MEDIA PT	ED INTERPRETER II
ASSOCIATE GRAPHIC DESIGNER	COMMUNITY LIAISON	ED INTERPRETER III
BILINGUAL ASSOC INSTR I	COMPUTER LAB TECHNICIAN	EDITORIAL ASSISTANT
BILINGUAL ASSOC INSTR II	CONSTRUCTION/FACILITIES TECH	ENERGY AUDITOR
BILINGUAL ASSOC INSTR III	CO-OP CHILD DEV CNT ASST	ENERGY COMPU OPER/DISPH
BINDER/COPY TECHNICIAN	CPR/FIRST AID TRAINER	ERSEA CLERK
BINDER/DISTRIBUTION CLERK	CRC TECHNICIAN	GRAPHIC DESIGNER
BOOKKEEPER	CUSTOMER SERVICE REPRESENTATIVE	HEAD START INSTRUCTOR II
BRAILLER CLERK	DATA ENTRY CLERK	HEAD START INSTRUCTOR III
BUS MONITOR	DATA MANAG/RES TECHNICIAN	HEALTH SCREENING NURSE
BUYER	EARLY CHILD INSTR ASST - LEAD	HOME SCHOOL COORDINATOR
CAREER DEVELOPMENT ASST	EARLY CHILD INSTR III	INST ASST/LOA
CAREER PLANNER	EARLY HEAD START INSTRUCTOR II	INSTR ASSIST 5YR/INSTR ASSIST
CAREER TECH/ECE JOB COACH III	EARLY HEAD START INSTUCTR III	INSTRUCTIONAL ASSISTANT
CLERK I	EC COMPREHENSIVE SERV LIAISON	INSTRUCTIONAL ASST 5 YR OLD
CLERK II	EC INSTRUCTIONAL ASSISTANT	INSTRUCTIONAL ASST PT
CLERK II PART-TIME	ECE BEHAVIOR COACH II	INSTRUCTIONAL ASST T1
CLERK III	ECE BEHAVIOR COACH III	INSTRUCTOR I
CLERK SCHOOL LIB MEDIA	ECE INSTR ASST PT	INSTRUCTOR II
INSTRUCTOR III	PROPERTY RECORDS AUDITOR	SCHOOL SECRETARY I
LEAD MAIL SERVICE	PURCHASING/BID CLERK	SCHOOL SECRETARY II
LUNCH MONITOR/IA	RECEPT/CENTREX OPR VHC	SECONDARY ORDER/RECEIVING CLK
LUNCHROOM MON PT PERM	RECEPTIONIST/CLERK	SECONDARY SCHOOL ATTENDNCE CLK
LUNCHROOM MONITOR	RECORDS CLERK	SECONDARY SCHOOL RECORDS CLERK
LUNCHROOM/OFF ASST PT	RECORDS/ATTENDANCE CLERK	SECRETARY I
LUNCHROOM/OFFICE ASST	SAFE CRISIS MANAGEMENT ASST	SECRETARY II
MED CLERK/INSTR ASSISTANT	SAFE CRISIS MANAGEMENT ASST	SECRETARY III
MED CLERK/LUNCH MONITOR	SCH CLK/LUNCHROOM MONITOR	SECRETARY/BOOKKEEPER
MED CLK/LUNCHROOM OFF ASST	SCHOOL BOOKKEEPER I 6HR/205D	SECRETARY/BOOKKEEPER II
MED CLK/SCHOOL CLERK	SCHOOL BOOKKEEPER I 8HR/215D	SENIOR ACCOUNTING CLERK
MEDICAL SECRETARY	SCHOOL BOOKKEEPER I 6HR/215D	SENIOR PRODUCTION CLERK
MS RECORDS CLK	SCHOOL BOOKKEEPER I 8HR/205D	SENIOR PRODUCTION PRINTER

BURSE (LPN)	SCHOOL BOOKKEEPER II 8HR	SENIOR PURCHASING/BID CLERK
NUTRITION ASSISTANT	SCHOOL CLERK 6.5H/185D	SR EXPENSE CONTROL CLK
NUTRITION LEAD ASSISTANT	SCHOOL CLERK 6.5H/187D	STUDENT/COMM LIAISON
NUTRITION MANAGER	SCHOOL CLERK 8H/185D	SUPPORT SERVICES AIDE
NUTRITION SVCS MANAG ASST	SCHOOL CLERK 8H/187D	SYSTEM COORDINATOR
OUTREACH WKR TAPP	SCHOOL CLERK 8H/190D	THERAPIST ASST OT/PT
PARENT LIAISON	SCHOOL CLERK PT PERMANENT	VIDEO SPECIALIST
PARENT/COMM INVOLVMNT ASST PT	SCHOOL CLERK/IA	WAREHOUSE CLERK
PLACEMENT CLERK	SCHOOL CLERK/LOA	WORK ORDER CLERK
PRODUCTION PRINTER	SCHOOL PLAN DRAFTSMAN	

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ARTICLE 4 - UNION RIGHTS

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.

1 Union membership dues shall not be deducted from the paychecks of employees
2 who notify the Employer expressly and individually in writing within these ten (10)
3 days that such dues are not to be deducted. Membership dues shall be transmitted
4 to the union. The Union shall annually certify in writing the current and proper
5 amount of its membership dues at least thirty (30) days prior to the initial deduction.
6

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

19 The union shall annually certify in writing the current and proper amount of its
20 membership dues and fair share fee, at least thirty (30) days prior to the initial
21 deduction. The union shall provide to the employer, written notice thirty (30) days
22 prior to any fair share fee deduction, and annually thereafter, an affidavit which
23 states the amount of the fair share fee (which shall not exceed the amount of the
24 dues uniformly required to be paid by members of the union) together with an audit
25 by an independent certified public accountant clearly setting forth the method by
26 which the fair share fee was calculated, including a list of the major categories of
27 the union's budgeted expenses specifying which expenses were included and
28 excluded in determining the fair share fee. The union shall provide to each non-
29 member employee identified to the union by the employer a notice which shall
30 include a copy of the current affidavit described above and a statement that the
31 amount of the fair share fee may be challenged by the non-member employee (1)
32 through the union's internal appeal procedure culminating in arbitration, by sending
33 a letter to the union by certified or registered mail or hand delivery, (2) by filing a
34 request for decision with the Louisville Labor-Management Committee, with a copy
35 to the union, or (3) after completing either of the aforementioned then the employee
36 may file a complaint against the union in a court of competent jurisdiction. The
37 notice shall state the manner in which a non-member employee may obtain a copy
38 of the union's internal appeal procedure or file a request for decision with the
39 Louisville Labor-Management Committee.
40

41 All challenges must be in writing and must be mailed, delivered or filed not later
42 than sixty (60) days after receipt by the non-member employee of the notice. Upon
43 receipt of a challenge, the union shall deposit into an interest-bearing escrow
44 account, separate from all other union funds, the amount of all fair share fee
45 payments received on behalf of the challenging non-member employee that is
46 placed in issue by the challenge. The escrow agreement for the escrow account

1 shall provide that the escrowed funds shall be released from the escrow account
2 only in compliance with the terms of an ultimate arbitration award, Louisville Labor-
3 Management Committee decision or final judgment of a court, including any
4 appeals, or by the terms of a mutually agreeable settlement between the union and
5 the challenging non-member employee.
6

7 The final amount of the fair share fee as determined by the arbitration award,
8 Louisville Labor-Management Committee decision or judgment of a court shall
9 reflect only those expenses affirmatively related to representing the non-member
10 employee in matters of collective bargaining, grievance and contract administration.
11 The union shall have the burden of proving such affirmative relation. The union
12 shall provide to the arbitrator, Louisville Labor-Management Committee, or court,
13 as applicable, all financial and other records of the union deemed relevant by the
14 adjudicating body.
15

- 16 3. When requested by the Union, a plan shall be developed by which membership
17 dues of those eligible for representation in the Union, the Kentucky Association of
18 Educational Office Professionals, and the National Association of Educational
19 Office Professionals may be payroll deducted and remitted to the Union.
20 Membership dues for the Union will be deducted from each employee's paycheck
21 bi-weekly in eighteen (18) equal payments, from September through May, except
22 for those who notify the Employer and Union expressly and individually in writing.
23 A revocation of a dues deduction authorization should be notarized and either hand
24 delivered or sent via certified mail.
25

26 The Employer will submit to the Union an electronic file for each payroll period listing
27 all bargaining unit employees.
28

29 The Union will submit an electronic file to the employer for each payroll period listing
30 the employees for which dues shall be deducted.
31

32 The electronic file shall contain the employee full name, employee identification
33 number, address, and phone number if available.
34

35 The union will scan and remit electronically a copy of the signed dues authorization
36 form for any employee that dues are to be deducted.
37

38 The union shall indemnify and save harmless the Employer and its members,
39 officers, employees and agents against any liability that may arise out of or by
40 reason of any action taken by the Employer consistent with the foregoing provisions
41 relating to the membership dues deduction and fair share fee, including reasonable
42 attorney's fees. In the event the Employer should be held liable or responsible for
43 repayment of any membership dues or fair share fee amounts paid to the union
44 pursuant to the Agreement, the union shall reimburse such monies to the Employer.
45

- 46 4. Courier Service The Union shall have the right to use the district courier service to

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

10
11 5. Bulletin Board The Union shall have the right to post notices of its activities and
12 matters of concern to employees represented by the Union in a conspicuous place
13 designated by the chief building administrator at each work location. A copy of any
14 posted material shall be provided to the Superintendent/designee and the chief
15 building administrator before it is posted.

16
17 6. Political Material Material(s) endorsing or opposing a political position or candidate
18 for public office, material encouraging employees to violate any law, regulation,
19 policy, or administrative rule, or material which has as its effect the interfering with
20 employees' rights under law shall not be posted, distributed through the courier
21 service or distributed in any manner on the Employer's property by the Union or for
22 its benefit.

23
24 The Employer agrees to deduct from the wages of any employee who is a member
25 of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization.
26 Such authorization must be executed by the employee and may be revoked by the
27 employee at any time by giving written notice to the employer. The employer agrees
28 to remit any deductions made pursuant to the provision promptly to the Union
29 together with an itemized statement showing the names of each employee from
30 whose pay such deductions have been made and the amount deducted during the
31 period covered by remittance.

32
33 7. Commercial Advertising and Solicitation Material containing advertising or
34 solicitation of commercial materials, products or services (including anything for
35 sale by an employee for the employee's financial gain which is a product of their
36 own talent or skill as well as the product of an on-going commercial interest) shall
37 not be posted, distributed through the courier service or distributed in any manner
38 on the Employer's property by the Union or for its benefit.

39
40 8. Meeting Space The Union may use facilities designated by the Employer for
41 meetings before or after the employees' normal work hours for which the Union
42 shall pay the Employer's regular fees for special custodial services or damage and
43 for which the Union shall save the Employer harmless against any claims, legal or
44 otherwise, which may arise there from.

45
46 9. Union Business The Union president and/or one (1) designee and one (1)

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

11
12 10. Union Leave The Union shall be entitled to designate individual(s) employees to be
13 granted leave in an aggregate amount not exceeding 150 days per year to be taken
14 in full days for the conduct of necessary Union business, such designation to be
15 made in writing to the Superintendent/designee normally at least 5 days in advance
16 of the leave usage. The parties agree that Union leave will not be granted during
17 the first five (5) days just before the school term, the first five (5) days of the school
18 term or the last ten (10) days of the school term, or in the case of school-based
19 employees, during standardized testing such as state/federal tests.

20
21 11. Union President Leave The Employer shall, upon request, grant the elected
22 President of the Union up to 187 days of leave per fiscal year without the loss of
23 salary, step increment, or Employer paid fringe benefits. Request for union
24 president leave shall be made in writing to the Superintendent/designee normally
25 at least five (5) days in advance of the leave usage. Should the Union President
26 be a school based employee, the employee must take leave for their entire work
27 calendar to allow the school to have a full-time replacement. The Union will
28 reimburse the Employer the salary of the Union President for all union president
29 leave granted.

30
31 Following the leave, the employee will be returned to the assignment held prior to
32 leave. In the event the assignment is not available, the employee will be given a
33 comparable assignment.

34
35 12. Employer-Union Relations Meetings The Superintendent/designee(s) shall meet bi-
36 monthly with not more than five (5) representatives of the Union to discuss
37 administration of this Agreement and other matters of mutual concern.

38
39 13. Wages/Compensation Change Meetings When the Employer contemplates any
40 change(s) in wage rates, hours, compensable benefits, or procedures specifically
41 included in this Agreement which have a substantial general economic impact upon
42 the employees the Union shall be notified in advance of and, to the extent
43 practicable, participate in discussion prior to such change(s).

44
45 14. Board Agenda The Superintendent/designee shall provide the Union a copy of the
46 official agenda in advance of regular Board meetings except for those items

1 privileged by law.
2

3 15. Technology changes The Employer shall inform the Union in advance of the
4 introduction of automation or equipment which will likely result in, (a) substantial
5 reduction or displacement of the total number of employees, (b) substantial change
6 in the job to which employees are assigned, or (c) change in salary classification of
7 the jobs. The union retains the right to grieve such change.
8

9 16. Information Exchange The Employer and the Union shall make available to each
10 other upon written specific requests any statistics and reports routinely compiled
11 which are not confidential and which are relevant to this Agreement or necessary for
12 its proper administration.
13

14 17. The Union shall be entitled to nominate members to serve on committees
15 recommending voluntary group insurance coverages.
16

17 18. The Union shall be entitled to request professional leave in order that members who
18 are state and/or national officers may attend state and national conferences. The
19 Union shall be entitled to request professional leave in order that members may
20 attend state, national and local conferences.
21

22 19. Modified job descriptions will be provided to the employees by the supervisor ten
23 (10) days of the date of change.
24

25 20. The Union building representative shall upon request be given time prior to or after
26 each faculty and/or staff meeting for brief announcements and the distribution of
27 approved union materials. The building communication system shall be made
28 available according to the established procedures of the facility for use by a Union
29 building representative to make brief announcements concerning meetings. The
30 Union shall be provided upon request building rosters showing the names, home
31 addresses, and assignments of all employees.
32

33 21. Employee Information Data The Employer shall provide the Union on a monthly
34 basis the following information by electronic file:
35

- 36 1. Employee's name (last, first)
- 37 2. Dues deduction status
- 38 3. Employee's ID number
- 39 4. Employee's mailing address (Including zip code)
- 40 5. Employee's work location (reporting cost center)
- 41 6. Employee's seniority date
- 42 7. Current valid certificates
- 43 8. Salary schedule placement (grade, step, hourly wage, yearly salary, days
44 worked)
- 45 9. Employee's phone number
46

- 1 22. All copies of transfer requests, reassignment requests, and voluntary demotion
2 requests submitted by employees will be provided to the Union. All copies of
3 waivers of rejection of Union membership will be provided to the Union.
4
- 5 23. The Union shall be allowed to address newly hired employees at the conclusion of
6 each District provided orientation meetings advising them of their union rights and
7 benefits and to solicit their membership in the Union under the terms of the
8 Agreement.
9
- 10 24. The District agrees to permit the Union access to the e-mail system and the same
11 rules found in the labor agreement that govern use of the school system's courier
12 service by the Union shall apply. In addition, The Union agrees to abide by the
13 District's "JCPS Net Employee Acceptable Use Policy".
14
- 15 25. Any and all district-wide committees shall have union representation. All such union
16 representation shall be appointed by the President of the union.
17
18

19 ARTICLE 5 - EMPLOYEE RIGHTS
20

- 21 1. The contents of this Agreement shall be applied to all employees eligible for
22 representation by the Union without regard to race, color, sex, age, religion,
23 disability, veteran status, national origin, marital or parental status, political beliefs,
24 sexual orientation or terms and conditions of membership in the Union.
25
- 26 2. No rights of employees under the law shall be abridged by the Employer or the
27 Union.
28
- 29 3. No employee shall be appointed, promoted, demoted, dismissed or in any way
30 favored or discriminated against with respect to employment because of political or
31 religious opinions or affiliations, ethnic origin, race, color, sex, sexual orientation,
32 age, religion, disability, veteran status, national origin, marital or parental status,
33 political beliefs or terms and conditions of membership in the Union.
34
- 35 4. No adverse action of any kind shall be taken by the Employer or any of its agents
36 against any employee for reason of participation in Union business/activities
37 including, but not limited to participation in negotiations, the administration of the
38 Agreement, the performance of duties or the exercise of the rights of citizenship.
39 No adverse action of any kind shall be taken by the Union or any of its members or
40 agents against the Employer, the Superintendent or other administrators for reason
41 of participation in negotiations, the administration of this Agreement, the
42 performance of duties, or the exercise of the rights of citizenship.
43
- 44 5. Neither the Union/designee or the employee/designee nor the Employer shall
45 record or intentionally eavesdrop on a meeting without the prior knowledge of the
46 other.

- 1
- 2 6. The private life of an employee is not within the appropriate concern or attention of
- 3 the Employer except when it adversely affects the employee's professional
- 4 responsibility.
- 5
- 6 7. An employee shall be afforded an opportunity to have a representative of the Union
- 7 present in any conference which may lead to disciplinary action or reprimand.
- 8
- 9

10 ARTICLE 6 - HOURS AND OVERTIME

- 11
- 12 1. A non-compensated duty-free meal break of at least twenty (20) minutes shall be
- 13 provided for employees assigned to work locations with lunchrooms. A
- 14 non-compensated duty-free meal break of at least forty-five (45) minutes shall be
- 15 provided for employees assigned to work locations without lunchrooms. Such break
- 16 shall be assigned by the appropriate supervisor.
- 17
- 18 2. A ten (10) minute paid rest break shall be provided to employees for each
- 19 consecutive four (4) hour period of service.
- 20
- 21 3. Employees who report to work at the beginning of their regularly scheduled duty
- 22 time when the Employer has not attempted to notify them not to report and who are
- 23 subsequently relieved of duty for that day shall be paid for a minimum of two (2)
- 24 hours.
- 25
- 26 4. Employees required to perform work in excess of their regularly scheduled number
- 27 of hours short of overtime shall be compensated for the extra hours at their
- 28 scheduled straight-time hourly wage rate including incentive increments and shift
- 29 differentials.
- 30
- 31 5. Authorized and approved work performed in excess of forty (40) hours credited to
- 32 the employees per workweek shall be considered as overtime and shall be
- 33 compensated at the rate of one and one half (1 1/2) times the employee's scheduled
- 34 straight-time hourly wage rate including incentive increments and shift differentials.
- 35
- 36 6. Time worked for purposes of overtime compensation shall include approved paid
- 37 leave days including paid holidays.
- 38
- 39 7. Time worked for purposes of overtime compensation shall not include meal breaks,
- 40 docked time, unpaid leave time, or other approved unpaid absences from duty.
- 41
- 42 8. Overtime must be scheduled and approved by the principal or appropriate
- 43 administrator.
- 44
- 45 9. The district shall consider the employee's personal health and safety in the event of
- 46 a delayed schedule or early dismissal due to inclement weather and/or emergency

1 situations that lead to change of the instructional day. In the event of a delayed or
2 alternative schedule by 2 or more hours, employees will have the option of operation
3 on normal schedule or on a delay of 1 hour less than the delayed time of students.
4 Employees shall be allowed to make-up the loss of time within the same pay period
5 on scheduled work days if time allows, otherwise the employees will be docked the
6 time not worked.

- 7
- 8 10. When an employee is called in and required to work, the employee shall receive a
9 minimum of two (2) hours pay. When an employee is called in and required to work
10 on a holiday, the employee shall receive a minimum of four (4) hours pay.
- 11
- 12 11. Every reasonable effort will be made to schedule Open House, Student Programs,
13 Promotion Ceremonies as far in advance as possible. Employees whose
14 attendance is required at Extra Curricular activities, programs and all other duties
15 beyond the Employee's normal duty work hours shall be paid at the employee's
16 normal hourly rate. Any time worked in excess of forty (40) hours shall be paid at
17 one and one half (1 ½) times the employee's normal hourly rate including incentive
18 increments and shift differentials.
- 19
- 20 12. Upon notification to supervisor or appropriate administrator an employee may leave
21 the district property during unpaid break times.
- 22
- 23 13. Employees are not expected to monitor, read or respond to emails, texts or any
24 other form of electronic communication outside of normal work hours.
- 25

26
27 **ARTICLE 7 - WORKING CONDITIONS**

- 28
- 29 1. Parking facilities shall be provided for the employees.
- 30
- 31 2. Employees who are required to use their personal automobile in transportation from
32 their regularly assigned work location to another location in the performance of their
33 duties shall be paid mileage at the regular rates and according to the rules
34 established by the Employer.
- 35
- 36 3. Work schedules, including beginning and ending of the workday and scheduled
37 normal meal and rest breaks as assigned by the principal or appropriate
38 administrator, shall be posted or provided to the employees. An effort will be made
39 to equitably redistribute the workload when absences occur.
- 40
- 41 4. Employees or representatives shall be entitled to provide advice and make
42 recommendations with regard to equipment and furniture of which the employees
43 are the primary users.
- 44
- 45 5. Both Parties endorse the shared decision-making process and agree that
46 employees shall be involved in decisions which affect their working conditions at

1 their regularly assigned work location.

- 2
- 3 6. Duties outside those listed on an employee's job description may be assigned but,
- 4 to the extent practicable, employees will normally and regularly be assigned only
- 5 duties listed on an employee's job description.
- 6
- 7 7. When specific uniforms and work shoes are required the Employer shall provide
- 8 them without cost to the affected employees who shall wear them and shall be
- 9 responsible for their security.
- 10
- 11 8. The employer will make every reasonable effort to provide for Employees:
- 12 1. Access to duplicating services for the preparation of instructional materials
- 13 2. Internet access
- 14 3. Access to electronic mail service
- 15 4. Lockable storage space
- 16
- 17 9. Employees will not be responsible for developing lesson plans or subjectively
- 18 evaluating student work.
- 19
- 20 10. Employees are required to notify their supervisor according to established
- 21 procedures in the event of their absence. When required, employees shall request
- 22 a substitute through the JCPS Substitute Center. It is the employer's responsibility
- 23 to provide substitutes for any absent employee.
- 24
- 25 11. Instructional employees will be provided the Individual Education Plan (IEP) and
- 26 504 Plan where appropriate for students assigned to them.
- 27

28

29 ARTICLE 8 - SAFETY

30

- 31 1. The Employer shall be responsible for providing and maintaining a safe place of
- 32 employment while providing a hostile and harassment free workplace.
- 33
- 34 2. Each employee shall cooperate and encourage others to work in a safe manner and
- 35 to comply with all applicable local, state and federal policies, rules, regulations and
- 36 orders.
- 37
- 38 3. Employees shall be responsible for reporting observed unsafe or hazardous
- 39 practices or conditions to the immediate supervisor or appropriate administrator
- 40 who shall contact duly qualified personnel who will make a timely inspection and
- 41 take steps to remedy the condition.
- 42
- 43 4. The Employer shall investigate reports by employees of unsafe or hazardous
- 44 practices or conditions made on the appropriate safety form and shall provide a
- 45 written response to such reports.
- 46

- 1 5. Employees shall not be required to work under conditions determined by qualified
2 administrative personnel to be detrimental to their health, safety and well-being.
3 Employees retain the right to grieve an unsafe practice.
4
- 5 6. Employees shall use and maintain the safety equipment and protective devices
6 furnished or required by the Employer necessary to meet recognized safety
7 standards.
8
- 9 7. Employees, individually and through the Union, shall be entitled to present advice
10 and make recommendations to the Employer with respect to improving safety
11 awareness and practices associated with their work assignments.
12
- 13 8. The Employer/designee will meet upon request with employees required to carry
14 monies on their person off JCPS property to address the safety concerns of the
15 employee. The employee may request to have a Union representative at this
16 meeting. The Employer will provide a reserved parking space when it is determined
17 by the immediate supervisor to be appropriate.
18
- 19 9. Employees shall not be required to transport parents/guardians. Employees will
20 also not be required to transport students unless it is part of the job description.
21

22 ARTICLE 9 - EXTRA EMPLOYMENT

- 23 1. Employees who request it on the appropriate form within the established timelines
24 shall be given consideration for work as temporary employees based on seniority
25 in seasonal and voluntary assignments which occur beyond their regularly
26 scheduled work year/workday and which are directly and similarly related to their
27 regular jobs and for which the Employer deems them best qualified. Employees
28 who are chosen for such assignments shall be selected after laid-off personnel have
29 been first considered and before applicants who are not currently employed by the
30 Employer are considered.
31
- 32 2. Those chosen as temporary employees for extra employment assignments shall be
33 paid according to the employee's current salary schedule.
34

35 ARTICLE 10 – COMPENSATION

36 Compensation percentage increase equal to the percentage increase applied to the
37 JCTA salary schedule, not to include any other compensation modifications to any other
38 bargaining agreements, for the 2017 – 2018 school year. Compensation will be re-
39 opened for negotiations for the 2018 – 2019 school year and each subsequent year in
40 June unless bargained otherwise.
41

42 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 experience¹ 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).

1 Shift Differentials: Second \$.26
2 Third \$.38
3

4 5. Lead Nutrition Service Assistants and Lead Nutrition Production Assistants will
5 receive an additional stipend of \$0.4505 per hour worked.
6

7 ECE Instructional Assistant Stipend Pay:

- 8
- 9 EBD/Hearing Impaired/MMD/Autism/Social Communication Assignment: \$.35 per
10 hour
- 11 MSD/OHI Assignment: \$.50 per hour
- 12 LD Assignment: No Stipend
13

14 Section B Insurance and Retirement
15

- 16 1. Health insurance provided by Commonwealth of Kentucky.
- 17
- 18 2. \$20,000 term life insurance - when full premium paid by State
19
- 20 3. Term life insurance equal to one (1) times annualized earnings with \$10,000
21 minimum computed and \$50,000 maximum from appropriate placement on the Job
22 Family IA or IB Salary Schedule - full premium paid by Employer
23
- 24 4. Workers compensation - full premium paid by Employer
25
- 26 5. Long-term disability insurance - full premium paid by Employer
27
- 28 6. Unemployment compensation - full premium paid by Employer
29
- 30 7. Liability insurance - full premium paid by Employer
31
- 32 8. Voluntary Employee Group Insurance Program - full premium paid by employee
33 through payroll deduction (for approved coverages recommended by Insurance
34 Advisory Committee)
35
- 36 9. Social Security - Employer Share
37
- 38 10. County Employees Retirement System (CERS) - Employer Share
39

40 Section C TB Tests
41

42 Required TB tests shall be provided without cost to the employee when they are obtained
43 through the services designated by the Employer.
44

45 Section D Payroll Deductions
46

- 1 1. Charitable campaigns approved by the Employer
- 2
- 3 2. Approval Tax-Deferred Annuities
- 4
- 5 3. Credit Union
- 6

7 Section E Early Retirement Benefit

8

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

15

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

19

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

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Left blank for insertion of salary schedule

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3 ARTICLE 11 - LEAVES OF ABSENCE
4

5 Section A Sick Leave
6

- 7 1. Sick leave with pay shall be granted if the employee presents a personal affidavit
8 or a certificate of a reputable physician stating that the employee or a member of
9 the employee's immediate family was ill on the day or days absent and providing
10 the employee has not exhausted all of the current and accumulated sick leave
11 credit.
12
- 13 2. Employees shall earn one (1) day sick leave per month or major portion thereof
14 credited on the basis of the number of months of employment not to exceed twelve
15 (12) days according to state statutes. The unused portion of the sick leave
16 allowance may accumulate year-to-year without limitation.
17
- 18 3. When an employee becomes ill on the job, the employee may choose to take sick
19 leave or to be docked for the time not worked. Disciplinary action shall not be taken
20 against the employee in these circumstances unless determined to be abusive.
21
- 22 4. Sick leave may be taken in whole days only, except that a non-260 day employee
23 may take one-half (1/2) day sick leave not more than four (4) times and 260 day
24 employee may take six (6) within a school year in which case an attending
25 physician's statement may be required.
26
- 27 5. If an employee uses all accumulated sick leave and is still unable to return to
28 assigned duties, prior to its expiration the employee may apply for and be placed
29 on unpaid medical leave of absence at which time it becomes the responsibility of
30 the employee to assume the payment of all insurance premiums not provided for in
31 the Family and Medical Leave Act, if eligible.
32
- 33 6. Unused sick leave will not be paid upon layoff, resignation from employment, or
34 discharge of employees.
35
- 36 7. When an employee is to be absent from work, the principal or appropriate
37 administrator must be notified prior to that absence. An employee shall not be
38 required to call each day of a prolonged absence provided the employee has informed
39 the administrator during the initial notification of the specific days of anticipated
40 absence. Failure to provide timely notice of any absence may result in a denial of
41 sick leave.
42
- 43 8. Sick leave can be taken for illness in the immediate family or for the purpose of
44 mourning a member of the employee's immediate family.
45
- 46 9. A sick leave bank shall be established into which employees may voluntarily

1 contribute one (1) day from their accumulated sick leave. Only voluntary contributors
2 shall qualify for use of leave in the bank according to standards consistent with those
3 applying to use regular sick leave. A committee composed of employees selected by
4 the Union shall be responsible for approving use of sick leave in the bank by
5 employees who have exhausted their leave.
6

7 Section B Medical Leave
8

- 9 1. When an employee has been advised by a physician or otherwise knows of an
10 interruption in ability to work because of known or anticipated medical reasons, the
11 employee shall notify the JCPS Benefits Department and the supervisor and upon
12 request be granted an unpaid medical leave of absence. Such notice shall be in
13 writing and accompanied by an attending physician's statement indicating the
14 anticipated date of interruption in ability to work, whether the employee may resume
15 the assignment and the anticipated date of return. The employee shall not continue
16 to work past the date indicated in the attending physician's statement.
17
- 18 2. Medical leave of absence may be granted for a period of one (1) year or less and
19 renewed for one (1) additional year. At the end of the second year, if the employee
20 is unable to return to work, the employment shall be terminated.
21
- 22 3. A position shall be kept available for the employee to resume duties within the job
23 classification following return from medical leave provided:
24
- 25 a. such position has not been eliminated during the employee's absence for any
26 valid reason,
 - 27 b. the employee's planned absence does not exceed fifty (50) days and the
28 employee has exhausted FMLA leave. An employee must return to work for a
29 minimum of ten (10) days to re-start the fifty (50) day count,
 - 30 c. the employee would not have been laid off had leave not been taken, and
 - 31 d. the employee is medically able to fulfill the duties of the position.
32

33 After fifty (50) days and the employee has exhausted FMLA leave, the employee
34 will be placed on a list for assignment to open positions within the job classification
35 when they become available.
36

- 37 4. Time for which an employee qualifies for workers compensation payments while on
38 medical leave directly resulting from accidents sustained in the course of fulfilling
39 job responsibilities shall count as service time for purposes of salary step placement
40 when combined with regularly paid days. A maximum of one (1) step shall be
41 allowed for those on workers compensation effective from July 1, 1982.
42
- 43 5. Employees who qualify for and are awarded workers compensation payments shall
44 be placed on medical leave with unused sick leave coordinated with the workers
45 compensation payments so as to sustain the level at a total of 100% regular wages.
46

1 Section C Emergency Leave

2
3 Each employee shall be credited with two (2) days of paid emergency leave per year
4 which will not accumulate from year-to-year. Emergency leave shall be granted in units
5 of full days. Proof of nature of emergency may be required.
6

7 Reasons for granting emergency leave with pay shall be:

- 8
9 1. Death or funeral of relative by blood or marriage (specify relationship), and
10 2. Emergency situations resulting from natural disasters; i.e., tornado, flood (specify
11 exact reason.)
12

13 Section D Personal Leave

14
15 Each employee shall be credited with three (3) days personal leave per year which may
16 be used at the employee's discretion except that personal leave may not be taken during
17 the first five (5) days just before the school term, the first five (5) days of the school term,
18 during one two-week state/federal testing cycle per school year (determined by the
19 employee's work location), the day before and after days schools are closed for holidays
20 and Spring break except under extenuating circumstances, or on the last five (5) days of
21 the school term except for the purpose of attending high school or college degree
22 graduation ceremonies for the member's immediate family. Personal leave may be
23 taken in half (1/2) day increments with a half present. Half (1/2) day personal leave will
24 not be allowed in combination with docked hours or any paid leave, including but not
25 limited to sick days or vacation days. The following procedures are to be used in order
26 to apply for and use personal leave:
27

- 28 1. The employee must make the request two (2) workdays in advance on the form
29 provided for that purpose,
30
31 2. The request must be approved by the employee's immediate supervisor or
32 appropriate administrator on the basis that the employee's absence will not interrupt
33 or impede the work program, and
34

35 Permission will not be unreasonably withheld without discussion. When more than one
36 employee requests personal leave for the same date, the most senior employee will
37 receive approval and then rotate for future requests.
38

39 Unused personal leave shall be carried forward to accumulate as sick leave.
40

41 Section E Child Rearing/Adoption/Dependent⁵ Convalescent Leave

- 42
43 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.

1 JCPS Benefits Department and the supervisor be granted an unpaid leave of
2 absence necessary to meet child adoption requirements and for the purpose of
3 rearing the employee's pre-school child(ren) or other dependent child, parent or
4 spouse who is unable to care for self in which case a physician's statement may be
5 required.
6

7 2. A single child rearing/adoption/dependent convalescent leave shall be granted for
8 a period of no less than forty-five (45) days and no more than two (2) consecutive
9 work years or major portions thereof upon written request to JCPS Benefits
10 Department, except that such leave may be taken for less than forty-five (45) days
11 if the employee has exhausted all sick leave and the need is directly related to an
12 illness of the child/dependent.
13

14 3. The Employer shall keep a position available for the employee to resume duties
15 within the job classification following return from the leave provided:
16

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

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

21 c. the employee would not have been laid off if leave had not been taken.
22

23 After fifty (50) days and the employee has exhausted FMLA leave, the employee will be
24 placed on a list for assignment to open positions within the job classification when they
25 become available.
26

27 Section F Jury Duty

28
29 An employee who serves on a jury in any duly constituted local, state or federal court
30 shall be granted paid leave less any compensation received as jury pay, for the period of
31 actual jury service.
32

33 Employees claiming pay for jury duty leave shall comply with the following procedures:
34

35 1. A copy of the jury subpoena must be provided to the employee's immediate
36 supervisor or appropriate administrator promptly upon receipt of such subpoena
37 involving jury duty service.
38

39 2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll
40 office) must be completed each pay period and forwarded with the Payroll Exception
41 Card to the payroll office.
42

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

1 office.

2
3 Section G Court Appearance Leave

4 An employee who is summoned to a local, state, or federal court for reasons directly
5 connected with the employee's employment shall be granted paid leave after
6 properly presenting the approved form certifying the court appearance, except when
7 the employee is a plaintiff or witness against the Employer or its agents, or when
8 the employee is a plaintiff in cases without Employer sanction.
9

10
11 Section H Military Leave

12
13 Any employee who enters active duty shall be granted an unpaid leave for a period not
14 to exceed the initial period of service. Any employee on military leave and within ninety
15 (90) days after the employee's separation from military service shall upon written
16 application be restored to a position in the employment of the Employer, provided the
17 employee shall furnish proof of discharge or separation from service under honorable
18 conditions and be found by a physician selected by the Employer to be in a satisfactory
19 state of health for the performance of duties. Upon return the employee shall be placed
20 on the salary schedule at the level which would have been achieved had the employee
21 remained actively employed in the system during the period of absence.
22

23 Section I Vacation Leave

- 24
25 1. Twelve-month/260-day employees shall be granted vacation leave according to the
26 Employer's vacation policy and procedure. Such employees shall earn vacation
27 leave based on length of service in the district computed in years as determined by
28 the employee's seniority date plus a maximum of two (2) years credit for military
29 service.
30
31 2. Vacation leave shall be credited monthly with accumulation limited to no more than
32 two (2) times earned annual rate as follows:
33

<u>Years of Service</u>	<u>Days Earned Per Year</u>
0 to 1	10
2 thru 10	15
11 and over	20

- 34
35
36
37
38
39 3. Eligible employees must have been in active pay status more than half of the
40 workdays in a month to qualify for crediting vacation leave.
41
42 4. Employees will be charged with vacation leave only on days upon which they would
43 otherwise work and receive pay.
44
45 5. Vacation leave shall be taken in full days.
46

- 1 6. Immediate supervisors, principals or appropriate administrator shall see that
2 employees have opportunities to use vacation leave days and not forfeit them.
3 Vacation leave shall be scheduled by the principals or appropriate administrator in
4 accordance with operating requirements and, insofar as practicable, with the
5 requests of employees.
6
- 7 7. Employees shall request vacation leave on the appropriate form as far in advance
8 as practicable and at least five (5) days prior to the requested leave days. This
9 provision may be waived by the supervisor under extenuating circumstances.
- 10
- 11 8. Upon separation/termination of employment, cash payment shall be made for
12 accrued vacation at the employee's scheduled wage rate prior to the date of
13 change.
14
- 15 9. Vacation days will not be granted during one two-week state/federal testing cycle
16 per school year (determined by the employee's work location).
17

18 Section J Holiday Leave

19
20 Twelve-month/260-day employees shall be granted nine (9) paid holiday leave days and
21 less than twelve-month employees shall be granted four (4) paid holiday leave days
22 according to the Employer's policy and procedure.
23

24 Section K Political Activity Leave

- 25
- 26 1. Upon written request an unpaid leave of absence may be granted to an employee
27 for not less than thirty (30) days or more than two (2) work years or major portions
28 thereof for the purpose of campaigning for or serving in public office once the
29 employee becomes a candidate for such office.
30
- 31 2. A position shall be kept available for the employee to resume duties within the job
32 classification following return from leave provided:
33
 - 34 a. the employee had asked that a position be kept available at the time the leave
35 was requested,
 - 36 b. such position has not been eliminated during the employee's absence for a valid
37 reason,
 - 38 c. the employee's planned absence does not exceed ninety (90) days, and
 - 39 d. the employee would not have been laid off had leave not been taken.
40 After ninety (90) days the employee will be placed on a list for assignment to
41 open positions within the job classification when they become available.
42

43 Section L Education/Training Leave

44
45 Upon timely written request an unpaid leave of absence for not less than forty-five (45)
46 days or more than two (2) years may be granted to an employee for purposes of attending

1 an educational training program approved by the Employer and upon request and proof
2 of need, may be renewed for an additional two (2) years. Upon return, evidence shall be
3 submitted that the leave was used for stated purpose.

4
5 Section M Length of Consecutive Leaves of Absence
6

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

12
13 Political Activity Leave may be denied when the granting of such leave would result in
14 absence from duty for a period longer than two (2) consecutive work years or major
15 portions thereof without at least one (1) intervening year of active service as an employee.
16

17 Section N Notarizing Leave Affidavits
18

19 Notary services shall be provided without charge to employees required to submit
20 personal affidavits for leaves.
21

22 Section O Resumption of Benefits Following Leave
23

24 Unused accumulated sick leave shall be restored to employees resuming service
25 following approved leave. Employees shall be responsible for making arrangements to
26 continue insurance benefits when they would otherwise be interrupted by the approved
27 leave. The Employer will provide assistance and information with the ultimate
28 responsibility for all notices remaining with the employee.
29

30
31 **ARTICLE 12 - ASSISTANCE IN ASSAULT/INJURY⁶**
32

33 The Employer shall provide assistance and support to an employee in case of alleged
34 assault/injury while the employee is fulfilling assigned duties when such assault arises
35 out of and directly results from employment responsibilities whether the assault/injury
36 takes place on or off the Employer's property.
37

38 Section A General Assistance
39

- 40 1. The immediate supervisor shall, on the form provided, report any case of alleged
41 assault/injury on an employee to the appropriate administrator who shall
42 acknowledge receipt of such report.
- 43
44 2. The administrator shall notify the employee of readiness to assist as follows:

⁶ 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

1 during the planning of employee training opportunities.

2
3 2. Employees shall be compensated for required training.

4
5 3. Every reasonable effort will be made within the Employer's resources to provide
6 training opportunities for employees on a voluntary basis to strengthen their
7 capabilities and skills fulfilling their assigned duties and in qualifying for other
8 assignments.

9
10
11 ARTICLE 14 - EVALUATION
12

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

18
19 2. The evaluation shall be based only upon information gained over a period of time
20 through direct observation, from personal knowledge, and from a source which is
21 demonstrable as fact.

22
23 3. All observation for evaluation of work performance shall be conducted in an open
24 and non-secretive manner.

25
26 4. The evaluator shall cite strengths in performance and identify weaknesses to be
27 corrected.

28
29 5. The evaluator shall not use any information of a derogatory nature in the evaluation
30 of an employee unless the employee is: (a) provided the information within fifteen
31 (15) workdays of its receipt by the Employer; and (b) provided the opportunity to
32 submit a written response.

33
34 6. A copy of the employee's performance evaluation shall be made available to the
35 employee at the time of evaluation and shall be reviewed with the employee by the
36 appropriate evaluating supervisor prior to being submitted to the JCPS Benefits
37 Department.

38
39 7. The employee being evaluated shall receive the evaluation five (5) days prior to the
40 end of the school year and shall have the right to review the evaluation and file a
41 statement for attachment to it within ten (10) days by providing a copy of the
42 statement to the evaluator.

43
44 8. The employee shall sign all evaluations which indicates only that the employee has
45 seen and received a copy.

- 1 9. Any review of the evaluation forms shall involve employees selected by the Union.
2
3 10. The Union shall be entitled to nominate two (2) members of the Employee
4 Performance Evaluation Review Committee.
5
6

7 ARTICLE 15 – DISCIPLINE
8

9 No employee covered under the terms of this agreement shall be disciplined, reduced in
10 compensation, suspended for disciplinary reasons, or terminated without just cause as
11 outlined in section 2 of this article and due process.
12

- 13 1. Any employee disciplinary action taken shall be progressive when practicable and
14 depending upon seriousness and the employee's work record may include:
15
16 a. warning
17 b. written reprimand
18 c. probation, reassignment and/or transfer, suspension without pay and/or
19 d. discharge
20

21 An employee may be suspended without pay. If the employee is suspended for
22 any more than 5 days, alternatively the employee(s) may be re-located to another
23 location, indefinitely pending completion of an investigation when the allegations
24 are of a serious nature, such as, but not limited to, those included in number 5
25 below.
26

- 27 2. No employee shall be issued written reprimands, placed on probation, reassigned
28 and/or transferred, suspended without pay, or discharged unless:
29
30 a. the employee could reasonably have been expected to know that disciplinary
31 action for the conduct was possible;
32 b. adherence to the policy, rule, or standard is related to the orderly, efficient, and
33 safe operation of the district;
34 c. a fair and objective effort has been made to identify the facts and the decision is
35 based on evidence;
36 d. the discipline is applied equitably and without discrimination; and
37 e. the degree of discipline is reasonably related to the seriousness of the charges
38 against the employee and the employee's 24-month service record.
39

- 40 3. In any disciplinary meeting, the employee may request to have a Union
41 representative present during the meeting.
42

- 43 4. Both parties understand that by policy of the employer and related administrative
44 procedures, after due process the following causes and others comparable in
45 seriousness may cause immediate discharge without warning:
46

- 1 a. theft of employer's property,
- 2 b immoral conduct,
- 3 c. insubordination,
- 4 d. fighting on employer's property or during duty hours,
- 5 e. failure to report an accident,
- 6 f. willful or negligent damage of employer's property,
- 7 g. possession or use or being under the influence of narcotics, hallucinatory drugs
- 8 or alcohol on employer's property,
- 9 h. carrying a deadly weapon while on the Employer's premises or during duty hours,
- 10 i. falsification of the Employer's records and reports,
- 11 j. failure to maintain credentials and licenses required for the job assignment.
- 12
- 13 5. Any information used in disciplinary action shall be made available to the employee
- 14 and the union representative prior to discipline being issued. The union will be
- 15 given time to investigate the matter per the grievance procedure.
- 16
- 17 6. The immediate supervisor or appropriate administrator shall promptly inform the
- 18 employee and the union representative of any disciplinary action and the reasons
- 19 therefore, unless the employee denies union representation.
- 20
- 21 7. It shall be the objective of those taking disciplinary action and of the employees that
- 22 they handle their roles in such a manner as will avoid embarrassment.
- 23
- 24 8. An employee disciplined in writing shall have the opportunity to make a written
- 25 response for inclusion in the personnel file within ten (10) days providing a copy to
- 26 the person taking the disciplinary action.
- 27
- 28 9. When suspension without pay or discharge is involved the employee upon request
- 29 shall be granted a meeting with the person administering the action prior to it being
- 30 taken at which time the employee shall have the right to have a representative of
- 31 the Union present. The union will be given notice by the employee prior to
- 32 disciplinary meetings, unless the employee denies union representation. The union
- 33 may contact Labor Management and Employee Relations should additional time to
- 34 respond be necessary.
- 35
- 36

37 ARTICLE 16 – PERSONNEL FILES

38

- 39 1. No document except those listed below shall be placed in an employee's personnel
- 40 file:
- 41 a. Evaluations
- 42 b. Payroll records
- 43 c. Change of Status forms, re-election forms, requests/approvals of transfers and
- 44 leaves of absence forms and correspondence relating to such
- 45 d. Transcripts, official notifications from universities/colleges
- 46 e. Contracts of employment, job offers, responses to job offers, and

- 1 f. Previous employment data
- 2 g. Applications, references, resumes, and verification of experience and training
- 3 h. Tests taken for a job
- 4 i. Licenses or certifications required for a position
- 5 j. Military service records
- 6 k. Investigative reports and records related to pre-employment, disciplinary action
- 7 l. Police checks and arrest/court records

- 8
- 9 2. An employee shall have the right to view the contents of the personnel file except
- 10 for references, at which time a representative of the Union may be present when
- 11 requested by the employee. At the employee's request and expense, the employee
- 12 will receive a copy of any document in the employee's file except for references.
- 13
- 14 3. There shall not be established a separate confidential personnel file outside the
- 15 Human Resources Department.
- 16
- 17

18 ARTICLE 17 – ASSIGNMENT/OVERSTAFF/REASSIGNMENT

- 19
- 20 1. Employees shall be assigned to duties within their job classification with
- 21 consideration given to their preference and seniority provided this results in the
- 22 operational needs of the district being met using the following criteria:
- 23
- 24 a. the attainment and maintenance of required skill levels needed for the particular
- 25 type of work to be performed,
- 26 b. training specific to the current and requested assignments, and
- 27 c. number of employees with the skills and training needed.
- 28
- 29 2. Employees who apply by completing the districts required overstaff electronic form
- 30 may be reassigned to vacancies in other job classifications within the representation
- 31 unit with consideration given to their preference provided this results in the
- 32 operational needs of the district being met using the following criteria:
- 33
- 34 a. seniority
- 35 b. the attainment and maintenance of required skill levels needed for the particular
- 36 type of work to be performed,
- 37 c. training specific to the current and requested assignment,
- 38 d. number of employees with the skills and training needed,
- 39 e. overall capabilities and qualifications, and
- 40 f. affirmative action.
- 41
- 42 3. Employees who apply for jobs in those vacancies which would result in a salary
- 43 increase from either a longer work year or higher salary grade shall be given
- 44 preference, with consideration given to seniority, over those not employed by the
- 45 school system when the Employer deems them equally qualified, which judgment
- 46 is reserved solely to the Employer.

- 1
- 2 4. Interviews may be required after screening for those available applicants who
- 3 possess the identified desirable qualifications.
- 4
- 5 5. Employees subject to reassignment probation who are unsuccessful will be
- 6 assigned to the previous job classification, provided a vacant position is available.
- 7
- 8 6. A permanent full-time employee appointed by the Superintendent to a budgeted
- 9 acting position for a minimum of twenty (20) days will be paid retroactively to the
- 10 first day at the grade level and step at which the employee would be eligible if the
- 11 position was held regularly. At the end of the acting assignment, the employee's
- 12 compensation will revert to the former rate of pay.
- 13
- 14 7. Overstaffed employees will be offered an opportunity to return to vacancies in the
- 15 school from which they were overstaffed within the first ten (10) instructional days
- 16 after school begins.
- 17
- 18 8. Overstaffed employees will be transferred by job classification to available openings
- 19 within the same job classification in seniority order in combination with those
- 20 employees who have requested voluntary transfers, district-wide.
- 21
- 22 9. Fund source changes will not be made for the purpose of causing an individual
- 23 employee to be designated as overstaffed.
- 24
- 25

26 ARTICLE 18 - TRANSFERS

27

- 28 1. Employees who request a transfer on the appropriate form within the established
- 29 timelines shall be transferred within their job classification from one work location to
- 30 another when there are openings in seniority order according to preference of the
- 31 employees provided this results in the operational needs of the district being met
- 32 using the following criteria:
- 33
- 34 a. the attainment and maintenance of required skill levels needed for the particular
- 35 type of work to be performed,
- 36 b. training specific to the current and requested assignments,
- 37 c. number of employees with the skills and training needed,
- 38 d. recommendation of receiving supervisor following interview, and
- 39 e. affirmative action.
- 40
- 41 2. Actual transfers of school-based employees may be deferred after school starts until
- 42 the forthcoming year.
- 43
- 44 3. Employees in the affected job classification shall be considered first for transfers
- 45 before vacancies are posted at least five (5) business days on a district-wide basis.
- 46

- 1 4. Employees desiring a transfer will be given consideration in combination with
2 overstuffed employees and before vacancies are advertised.
3
- 4 5. The Union and all work locations shall be provided the Job List electronically of all
5 job postings/vacancies.
6
- 7 6. The Employer shall make other transfers for good cause as may be necessary for the
8 efficient operation of the district.
9
- 10 7. Nutrition Services Assistant vacancies in the Nutrition Service Center will be posted
11 in the Center for five (5) days. Nutrition Services Assistants, who apply in writing, will
12 be reassigned to these vacancies provided that this meets the operational needs of
13 the district.
14

15 ARTICLE 19 - REDUCTION IN FORCE 16

17
18 Contracts with classified employees shall be renewed annually except contracts with the
19 following employees:
20

- 21 1. An employee who has not completed four (4) years of continuous active service,
22 upon written notice which is provided or mailed to the employee by the
23 superintendent, no later than May 15, that the contract will not be renewed for the
24 subsequent school year. Upon written request by the employee, within ten (10)
25 days of the receipt of the notice of non-renewal, the superintendent shall provide,
26 in a timely manner, written reasons for the non-renewal.
27
- 28 2. An employee who has completed four (4) years of continuous active service, upon
29 written notice which is provided or mailed to the employee by the superintendent,
30 no later than May 15, that the contract is not being renewed due to one (1) or more
31 of the reasons described below this section. Nothing in this section shall prevent
32 a superintendent from terminating a classified employee for incompetency, neglect
33 of duty, insubordination, inefficiency, misconduct, immorality, or other reasonable
34 grounds which are specifically contained in Board-policy. Upon written request
35 within ten (10) business days of the receipt of the notice of non-renewal, the
36 employee shall be provided with a specific and complete written statement of the
37 grounds upon which the non-renewal is based. The employee shall have ten (10)
38 business days to respond in writing to the grounds for non-renewal.
39

40 The superintendent shall have full authority to make a reduction in force due to reductions
41 in funding, enrollment, or changes in the district or school boundaries. Or other compelling
42 reasons as determined by the superintendent.
43

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

1 service being reduced first.

2
3 If it becomes necessary to reduce employees who have more than four (4) years of
4 continuous active service, the superintendent shall make reductions based upon seniority
5 and qualifications within each job classification affected.

6
7 Employees with more than four (4) years of continuous active service shall have the right
8 of recall positions if positions become available for which they are qualified. Recall shall
9 be done according to seniority with restoration of primary benefits, including all
10 accumulated sick leave and appropriate rank and step on the current salary schedule
11 based on the total number of years of service in the District.

12
13 Section A The Superintendent/designee shall meet with representatives of the Union to
14 discuss possible reduction in force prior to the individual personnel recommendations
15 being presented for notification of the Board. Reduction shall occur as follows:

- 16
17 1. The Employer will identify for layoff the least senior employees in categories
18 affected by reduction/elimination of positions.
- 19
20 2. Employees whose positions have been eliminated shall be considered for positions
21 for which they are qualified which are available for assignment resulting from
22 resignations, retirements, or other attrition and those vacated by employees
23 identified for layoff.
- 24
25 3. An effort will be made to make assignments within the job description from which
26 reduced and which will result in the least reduction in compensation.
- 27
28 4. An employee is exempt from layoff if:
29
 - 30 a. the employee holds a position in a salary grade greater than that held by any
31 employee affected by reduction/elimination of position, or
 - 32 b. the employee holds a position for which no unassigned employee is qualified.

33
34 Section B The following shall apply in the recall/restoration of employees who have been
35 laid-off or affected by the reduction:

- 36
37 1. Affected employees shall be recalled in order of seniority before the positions from
38 which employees have been laid-off/reduced are filled by new applicants.
- 39
40 2. Laid-off employees requesting it in writing will be considered for filling an opening in a
41 job description other than the one from which they were laid-off and for which they are
42 deemed qualified before new applicants are considered.
- 43
44 3. A laid-off employee who rejects recall, fails to report for work when assigned, or who
45 resigns or retires will no longer be considered for recall/restoration.

1 Section C Laid-off employees who have taken other full-time employment must confirm
2 notification of recall within twenty-four (24) hours.

3
4 Section D Laid-off employees shall furnish to the Employer their current address and
5 telephone number to which all communication shall be directed while they are on layoff.
6

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

10
11 Section F During a reduction in force, the employee may apply for employment as a
12 substitute within a job classification and shall be given preference before other substitute
13 applicants are employed.
14

15 Section G Upon return to active employment following lay-off, the employee shall be
16 credited with sick leave and will be placed on the proper grade and step of the current
17 salary schedule.
18

19 Section H An employee shall be removed from the recall list after two (2) consecutive
20 years in layoff status.
21

22 Section I The Union shall be provided a list of the names and job classifications of laid-off
23 employees on or before May 15 of each school year.
24
25

26 ARTICLE 20 - REORGANIZATION/DEMOTION

27

28 Section A The Superintendent/designee shall meet with representatives of the Union to
29 discuss possible personnel changes dealing with reorganization and demotion prior to the
30 recommendations being presented for notification of the Board. Reorganization-
31 demotion shall occur as follows:
32

- 33 1. The Employer will identify and provide to the Union a list of personnel who will be
34 affected by the reorganization or who will be demoted.
35
- 36 2. Employees whose positions have been reclassified or demoted to a lower salary
37 grade shall be considered for positions held prior to reorganization for which they
38 are qualified and which are available for assignment resulting from resignations,
39 retirements, or other attrition.
40
- 41 3. An effort will be made to make assignments that will result in the least reduction in
42 compensation.
43

44 Section B The following shall apply for employees who have been affected by
45 reorganization or demotion:
46

- 1 1. Affected employees shall be considered before other applicants for positions for
2 which they are qualified that have a salary grade equal to the salary grade held prior
3 to the reorganization.
- 4
- 5 2. The employee will be placed on the proper step that would have been obtained if
6 the employee had not been reclassified or demoted.
- 7
- 8 3. This consideration will be given to employees for a period of one (1) school year
9 following the reorganization or demotion.

10
11
12 ARTICLE 21 – CALENDAR
13

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

18
19 The Superintendent's recommendation to the Board pertaining to the adoption of the
20 Annual School Calendar shall be provided in advance to the Union.

21
22
23 ARTICLE 22 - GRIEVANCE PROCEDURE
24

25 Section A Definition
26

- 27 1. Grievance means an allegation or complaint that there has been a violation,
28 misapplication, or misinterpretation of a specific provision(s) contained within this
29 Agreement, (or board policy)
- 30
- 31 2. Grievant means the person(s) or Union making the allegation or complaint.

32
33 Section B Purpose
34

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

38
39 Section C Representation
40

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

1 Section D Informal Procedure

2
3 An employee who believes that there is a basis for a grievance shall within ten (10) days
4 of the employee's awareness of a violation, misapplication, or misinterpretation of the
5 specific provisions(s) meet and discuss the complaint with the immediate supervisor with
6 the objective of resolving it informally. If the employee does not accept the immediate
7 supervisor's disposition of the complaint which shall be made within five (5) days the
8 employee shall be entitled to file a formal grievance within five (5) days after being
9 informed of its disposition.

10
11
12 Section E Formal Procedure

13
14 Except with respect to the right to initiate and process complaints at Level I, only the
15 Union shall be recognized to represent the interests of the employee covered by this
16 Agreement in the processing and redress of grievances arising under this Agreement.

17
18 A formal grievance shall be processed in accordance with the procedures outlined below:

19
20 Level I: The grievant within five (5) days after being informed of its informal
21 disposition, may present the written grievance to the principal or administrative unit
22 director or other appropriate administrator. The administrator shall discuss with the
23 employee the nature of the complaint and any action that the supervisor believes
24 could be taken to resolve the grievance. The administrator shall provide a written
25 decision to the employee no later than five (5) days after receipt of the employee's
26 formal grievance.

27
28 Level II: If the grievant continues the allegation of violation, misapplication, or
29 misinterpretation following the response received from the administrator the
30 employee may present within five (5) days from receipt of the Level I decision the
31 written grievance to the assistant superintendent or other appropriate department
32 head. This administrator will investigate the allegation, review previously presented
33 information and the Level I response, may meet with the employee, and shall
34 provide a written decision to the employee within five (5) days after receipt of the
35 grievance. If Level I administrator is a principal or department head, Level II is
36 waived and grievance proceeds to Level III.

37
38 Level III: If the grievant continues the allegation of violation, misapplication, or
39 misinterpretation the written grievance may be presented within five (5) days from
40 receipt of the Level II decision to the Superintendent/designee. The
41 Superintendent/designee shall review previously presented information and
42 administrative decisions, and conduct any necessary meetings and investigations.
43 The Superintendent/designee shall provide a written decision to the grievant within
44 ten (10) days after receipt of the appeal.

45
46 Level IV: Section A: If, after receiving the Level III decision, the Union continues

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

11
12 The mediator shall have authority to meet with the grievant and authorized
13 representatives of the Employer and the Union and make procedural rules
14 consistent with this Agreement. Such meetings shall be held as promptly as
15 practicable after the request for mediator and the mediation. The mediator shall
16 first make every reasonable effort to resolve the grievance as promptly as
17 practicable after the request for mediation. If unsuccessful, the mediator shall hold
18 a formal arbitration hearing then issue a written decision within a reasonable time
19 but no later than sixty (60) days after the date of selection.

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

29
30 The costs for the services of the mediator, including per diem expenses, if any,
31 travel and subsistence expenses and the cost of any hearing room will be borne
32 equally by the Employer and the Union. All other costs will be borne by the party
33 incurring them.

34
35 Section B: Any grievance arising from termination will be waived to Level III (3).

36
37 Section F Grievances Arising From Other Than Immediate Supervisor

38
39 An employee who believes that there is a basis for a grievance arising from an action or
40 inaction on the part of an administrator other than the immediate supervisor may initiate
41 a grievance which shall be handled using the same procedure and timelines provided for
42 in Sections D and E.

43
44 Section G Grievance Meetings and Hearings

45
46 All grievance meetings and hearings required during the formal stage shall be closed

1 except to the grievants, Union representative(s), Employer representative(s), and
2 essential witnesses.

3
4 Section H General Provisions

- 5
6 1. The time limits provided for in this Grievance Procedure shall be strictly observed
7 unless extended by mutual agreement. Failure of the employee to proceed with the
8 complaint/grievance within the time limits provided shall result in its dismissal.
9 Failure of the administrator(s) to respond within the time limits provided shall entitle
10 the employee to proceed to the next step in the Grievance Procedure.
11
12 2. A grievance may be withdrawn by the Union at any time and at any step of the
13 Grievance Procedure; provided, however, the same grievance shall not be filed the
14 second time by the same employee after the grievance has been withdrawn.
15
16 3. The filing of a grievance shall in no way interfere with the responsibility of the
17 employee to fulfill assigned duties (unless arbitration ruling states otherwise).
18
19 4. The employee and the Union are required to exhaust the Grievance Procedure
20 before seeking alternative remedies including rights to which they are entitled under
21 the law.
22
23 5. The commencing of a legal or administrative appeal proceeding by an employee or
24 the Union against the Employer in a court of law or equity or any Federal, State, or
25 local administrative agency alleging misapplication or misinterpretation of any
26 provisions of this Agreement shall be deemed an election of remedy and a waiver
27 by said employee or Union of their right to resort to the Grievance Procedure.
28
29 6. Grievance forms shall be prepared by the Employer and reviewed by the Union
30 which shall have the responsibility for the distribution of the approved forms for filing
31 grievances. The costs of the grievance forms shall be borne by the Employer.
32
33 7. The Union shall only be entitled to initiate with the appropriate administrator and
34 process through Section D and the applicable steps of Section E a
35 complaint/grievance alleging violation, misapplication, or misinterpretation of a
36 provision(s) within this Agreement specific to Union rights and entitlements and
37 those which affect a substantial number of employees district-wide.
38
39 8. Grievance decisions and appeals under Section E shall be in writing with copies
40 transmitted promptly to the grievant, Union, and Superintendent/designee(s).
41
42 9. The Union reserves the right to settle grievances at any level.
43
44

45 ARTICLE 23 – PRIORITY SCHOOLS
46

1 Any school identified as a Priority School under KRS 160.346 by the Kentucky
2 Department of Education will be exempt from any requirements in this Agreement that
3 mandate placement of voluntary or overstaffed instructional employees until such time as
4 the school is no longer identified as low achieving. Any such school shall participate in
5 the transfer process but will not be required to select any staff from the transfer list.
6

7
8 ARTICLE 24 - PRINTING
9

- 10 1. The collective bargaining agreement shall be available on the Board's web page.
11
12 2. The Employer shall furnish 1,000 copies to the Union for its use. Upon request by
13 the Union, the Employer will provide additional copies of the Agreement. All costs
14 associated with printing of additional copies will be reimbursed by the Union.
15

16
17 ARTICLE 25 - SAVINGS
18

19 Should an article, section or clause of this Agreement be determined by the appropriate
20 agency or court to be illegal or contrary to federal, state or local law or regulations, it shall
21 be considered dormant. The remaining articles, sections and clauses shall remain in full
22 force and effect for the established duration, if not affected by the dormant article, section
23 or clause.
24

25
26 ARTICLE 26 - DURATION
27

- 28 1. The Employer agrees to take such action as necessary to give full force and effect
29 to the provisions of this Agreement. The provisions contained within this Agreement
30 supersede and cancel any previous understandings or any duty of the Employer to
31 continue any other policy, rule, or practice and shall supersede any rules,
32 regulations, or practice of the Employer which are contrary. The Employer shall
33 make no change in wage rates or compensable benefits specifically included in this
34 Agreement without prior notification of and, to the extent practicable, participation
35 by the Union.
36
37 2. Either party desiring changes, additions or deletions in the Agreement shall notify
38 the other party in writing and request a conference which must be held within thirty
39 (30) days. Changes, deletions or additions will be negotiated only upon mutual
40 consent of both parties.
41
42 3. The provisions contained within this Agreement shall be effective from July 1, 2017
43 through June 30, 2021, with the exception of Article 10, Compensation, which will
44 be re-opened for negotiations for the 2018-19 school year and each subsequent
45 year unless bargained otherwise. Bargaining will occur during the month of June
46 each year specified in the collective bargaining agreement.

1
2 4. This Agreement as contained herein is made by and between the Employer and the
3 Union as of **Add new date.**
4

5
6 Board of Education of Jefferson County, Kentucky
7

8
9
10 _____
11 Chris Brady
12 Chairperson
13

14
15
16 _____
17 Martin Pollio, Ed.D.
18 Superintendent
19

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22 _____
23 Robert W. Tanner
24 Chief Negotiator
25

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29 _____
30 Michael Raisor, Ph.D.
31 Chief Operating Officer
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36 _____
37 Cordelia Hardin
38 Chief Financial Officer
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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

1 JEFFERSON COUNTY BOARD OF EDUCATION
2 NEGOTIATION TEAM

3
4 Rob Tanner
5 Chief Negotiator

6
7 Mike Raisor
8 Chief Operating Officer

9
10 Cordelia Hardin
11 Chief Financial Officer

12
13 Tyson Gorman
14 Legal Counsel

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23
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26
27
28
29 JCAESP/AFSCME
30 NEGOTIATIONS TEAM

31
32 Sue Foster
33 President

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35 Linda Ford
36 Vice President

37
38 Julie Martin
39 Parliamentarian

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41 Bo Johnson
42 AFSCME Staff Representative

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44 David Robertson
45 AFSCME Council 962 Assistant Director