

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**JEFFERSON COUNTY BOARD OF EDUCATION**

**AND**

**TEAMSTERS LOCAL 783  
AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS OF AMERICA**

**AUGUST 30, 2019 – JUNE 30, 2024**

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## ARTICLE 1 - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Employer means the Jefferson County Public Schools District, an independent agency and instrumentality of the Commonwealth of Kentucky.
2. Union means the Teamsters Local 783, International Brotherhood of Teamsters, AFL-CIO.
3. Employee means any person included in the representation unit.
4. Members or Membership means only those employees in the representation unit belonging to the Union.
5. Superintendent/designee means the Superintendent of Schools of Jefferson County, Kentucky or the person(s) authorized to act on the Superintendent's behalf in the administration of this Agreement.
6. Days means days of the week, excluding Saturday and Sunday.
7. Assignment Seniority means amount of time assigned to a job classification (description) 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.
8. Seniority means the amount of time from first compensable day of initial probationary or permanent employment following last break in service; ties to be broken by the employee's Social Security number in ascending order.
9. Vacancy means a permanent full-time position in the administrative organization approved by the Board, funded in the budget, and released for staffing which does not have a regular full-time employee of record assigned to it.

## ARTICLE 2 - EMPLOYER RIGHTS

Except as limited by the provisions of this Agreement, law, regulations and code, the Employer does hereby have and retain, solely and exclusively, all managerial rights and responsibilities which shall include, but not be limited to, the right to determine the policies of the Employer; to establish, amend or modify an overall budget; to establish, change, combine or abolish job classifications or the job content of any classification; to discipline employees for just cause; to relieve employees from duty for lack of work or other legitimate reasons or lessen their duty; to hire and promote employees; to determine the starting and quitting time and the number of hours and shifts to be worked, provided that the employee is given a forty five (45) calendar day notice prior to any permanent hour or shift change taking place; to expand, reduce, alter, combine, or cease any job operation or service; to control and regulate the use of machinery, equipment and other property of the Employer; to introduce new or improved research, development and services; to determine the number and types of employment required and to assign work to such employees in accordance with the operational needs of the Employer; and direct the work force.

### ARTICLE 3 - RECOGNITION

The Employer recognizes the Union as official representative of regular, full-time (excluding initial probationary, part-time, temporary, seasonal and substitute) bus driver, mechanic, service maintenance, in-school security, information technology and special needs transportation assistant employees in Job Family I B.

## ARTICLE 4 - UNION RIGHTS

### 1. Dues Deduction

The Union is obligated to represent all employees in the representation unit.

Membership dues shall be transmitted to the Union. The Union shall annually certify in writing the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction. Union membership dues shall be deducted based on a deduction schedule agreed upon by the Union and the Employer.

The Employer will submit to the Union an electronic file for each payroll period listing all active bargaining unit employees except those on new-hire probation. The Union will submit an electronic file to the Employer for each payroll period, in the format required by the Employer, listing the employees for whom dues are to be deducted. The electronic file shall contain the employee full name, employee identification number, deduction code, and update code. The Union shall maintain the signed dues authorization form for any employee for whom dues are to be deducted. The Union shall provide a copy of the signed dues authorization form for any and/or all employees upon Employer's request. The Employer may request an audit of authorization forms at any time.

The Union shall save the Employer harmless against any claims, legal or otherwise, which may arise from these dues deduction provisions. The Union understands and agrees that it shall save the Employer harmless against all claims, legal or otherwise, for deduction of dues based on information furnished by the Union. The Union shall bear the cost and responsibility of correction of any errors in information transmitted by the Union. Reimbursement of dues withheld due to Union error shall be the sole responsibility of the Union. The Employer will not reimburse the Union for any dues not withheld due to Union error.

### 2. Courier Service

The Union shall be the only employee organization having the right to use the district courier service and communication holders to communicate with employees covered by this Agreement to the extent permitted by U.S. Postal regulations. Communications approved for distribution through the courier service shall be considered school district property. Two (2) copies of material(s) sent through the courier service, distributed on the Employer's property, or posted shall be provided in advance to the Superintendent/designee and one (1) copy shall be provided in advance to each chief building administrator where the material is distributed. The Union agrees to save the Employer harmless against claims, legal or otherwise, which relate to the use of the courier service or posting of materials.

### 3. Bulletin Board

The Union shall be the only employee organization having the right of distributing

information and posting and maintaining notices of activities and matters of concern to employees represented by the Union in a conspicuous place designated by the chief building administrator at each work location. A copy of any posted material shall be provided to the Superintendent/designee and the chief building administrator before it is posted. The Employer will provide bulletin boards for all non-school locations.

#### 4. Political Material

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

#### 5. Commercial Advertising or Solicitation

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

#### 6. Meeting Space

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

#### 7. Union Business

The Union shall have the right to appoint and/or elect from the seniority list up to thirty-four (34) stewards and alternates of which up to three (3) may be chief stewards. Additional stewards may be added if additional compounds are opened, maximum of two (2) per compound. The duties, responsibilities, and activities of the stewards designated by the Union shall be limited to and not exceed the following:

- a. The investigation of grievances and their presentation to the Employer in accordance with the provisions of this Agreement; and
- b. The transmission of messages and information originating with and approved by the Union provided such messages and information
  - (1) Have been put in writing, or if not put in writing,
  - (2) are of a routine nature and do not interfere with the Employer's business.

A chief steward will provide services to employees from their specific area only and will be allowed time to attend formal grievance meetings and will be compensated provided the grievance meeting occurs during the chief steward's regularly scheduled work hours. At no time will overtime pay be provided. The 5-day limit on Union leave will be waived upon mutual agreement by the Parties.

The union steward will be responsible for processing a grievance at Level I and will be compensated provided the grievance meeting occurs during the union steward's regularly scheduled work hours. At no time will overtime pay be provided. The chief steward will be responsible for processing grievances beyond Level I. Should the union steward choose to attend a grievance meeting above Level I, compensation will not be provided.

The Union stewards and business agent exclusively shall have the right to transact Union business at work locations to which employees are regularly assigned. Union business shall be transacted exclusively at such times before and after employee duty hours and during scheduled meal and rest breaks as will not interfere with or disrupt the Employer's Business. They shall first have registered with the chief building administrator and immediate supervisor where applicable.

Each immediate supervisor shall schedule a monthly meeting with the Union steward at the work location for the purpose of discussing concerns specific to this Agreement and other matters of mutual concern. This shall not be construed to limit or prevent meetings at other times as the need arises. The Union shall provide the Superintendent/designee a list of the names and work locations of all persons authorized to transact Union business at the work locations.

#### 8. Information Exchange

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

#### 9. Board Agenda

The Employer shall provide the Union upon request a copy of the official agenda in advance of regular Board meetings except for those items privileged by law.

#### 10. Employer-Union Relations Meetings

The Superintendent/designee(s) shall provide time to meet bimonthly with not more than three (3) representatives of the Union to discuss administration of this Agreement and other matters of mutual concern.

#### 11. Change Meetings

When the Employer contemplates any change(s) in wage rates, hours, compensable

benefits, or procedures specifically included in this Agreement which have a substantial general economic impact upon the employees the Union shall be notified in advance of and, to the extent practicable, participate in discussion prior to such change(s).

#### 12. Union Leave

The Union shall be entitled to designate individual employees to be granted unpaid leave in an aggregate amount not exceeding fifty (50) days per year to be taken in full days for the conduct of necessary Union business, such designation to be made in writing by the Union to the Superintendent/designee normally at least ten (10) days in advance of the leave usage. Five (5) days shall be the maximum Union leave per employee per year. The employee taking the Union leave shall inform the supervisor at least five (5) days in advance of the leave usage. The Union shall reimburse the Employer for the salaries of employees on Union leave.

#### 13. Seniority List

The Employer shall post on a bulletin board at each non school work location in January and July unless otherwise agreed by the Parties a list of all employees regularly assigned there. The list shall be arranged in seniority order and show job title and length of service date. Any errors in the seniority date must be identified by the employee on a one-time basis within three (3) days and corrected by the Employer within ten (10) days after the posting. Thereafter, the Employer shall be entitled to rely on the lists as correct and valid.

An employee believing there is an error in the seniority date must submit in writing to the appropriate administrator in the Department of Personnel Services specifying what the employee believes to be the correct seniority date and attach documented proof.

#### 14. Committees

The Union shall be entitled to nominate members to serve on committees representing all interests of the bargaining unit (i.e., voluntary group insurance coverages, etc.)

#### 15. Membership Solicitation

A representative of the bargaining unit will be allowed to address newly hired employees during the initial probationary period, at a time and place approved by the Employer, advising them of their union rights and benefits and to solicit their membership in the Union under the terms of the Agreement. All other contacts relating to the solicitation of membership, union rights, and benefits are restricted to non-duty time and shall not disrupt the work day and/or educational process.

#### 16. Contract Administration

This contract is the property of Teamsters Local Union No.783 and

Jefferson County Public Schools and cannot be administered by any other labor organization. For any successor bargaining agent for regular, full-time (excluding initial probationary, part-time, temporary, seasonal and substitute) bus driver, mechanic, service maintenance, in-school security, and special needs transportation assistant employees in Job Family 1B, this agreement becomes null and void.

## ARTICLE 5 - NON-DISCRIMINATION

1. The contents of this Agreement shall be applied to all employees eligible for representation by the Union without regard to race, color, sex, age, disability, veteran status, national origin, marital and parental status, religion, political beliefs, sexual orientation or terms and conditions of membership in the Union.
2. No rights of employees under the law shall be abridged by the Employer or the Union.
3. No employee shall be appointed, promoted, demoted, dismissed or discriminated against with respect to employment because of political opinions or affiliations or ethnic origin, race, creed, color, sex, age, disability, veteran status, national origin, marital status.

## ARTICLE 6 - HOURS AND OVERTIME

1. A thirty (30) minute non-compensated and duty-free meal break shall be provided for employees working eight (8) hours or more daily and for those who would otherwise render service of more than six (6) consecutive hours. Such break shall be assigned by the appropriate supervisor.
2. An uninterrupted ten (10) minute paid rest break shall normally be provided to employees for each consecutive four (4) hour period of service except for bus drivers/special needs transportation assistants who have paid breaks between runs of 5 minutes or more. These rest breaks may be scheduled immediately before or after the meal break.
3. Employees who report to work at the beginning of their regularly scheduled duty time when the Employer has not attempted to notify them not to report and who are subsequently relieved of duty for that day shall be paid for a minimum of two (2) hours.
4. Employees who are required to perform work in excess of their regularly scheduled number of hours short of overtime shall be compensated for the extra hours at their scheduled straight-time hourly wage rate.
5. Overtime except for emergency shall be distributed by the Employer among the employees in the affected job classification by work location using the following factors for the assignment of such overtime. Emergency shall mean floods, storms, riots, fires, natural disasters, downed vehicle with students involved, or other circumstances beyond the control of the employer.
  - a) preference of employee by length of service;
  - b) the required skill levels needed for the particular type of work to be performed;
  - c) maintenance of continuity and efficiency where the work is part of a project;
  - d) the person beginning a work order requiring overtime shall complete it when the senior employee(s) has used preference by length of service to decline the job; and/or
  - e) employee(s) beginning a work order/ticket that must be completed the same day shall complete the work order even if it results in overtime for the employee(s)' shift.

Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.

6. Authorized and approved work performed in excess of forty (40) hours credited to the employee per workweek shall be considered as overtime and shall be paid at the rate of one and one-half (1-1/2) times the employee's scheduled straight-time hourly wage rate.
7. Time worked for purposes of overtime pay shall include approved paid leave days including holidays. Time worked for purposes of overtime pay shall not include meal breaks, docked time, unpaid leave time, or other approved unpaid absences from duty.
8. Except in emergency situations, overtime must be scheduled by the administrative unit director at least twenty-four (24) hours in advance.
9. Overtime pay for each call-out from home shall be for a minimum of four (4) hours. Employees will be required to punch in, indicating they are now in the service of the employer. The employee will not be required to punch out during the initial call out unless it goes beyond the original four (4) hours.
10. Time will be scheduled during in-service days during which school bus drivers shall complete required paper work including student lists, route sheet preparation and routing kindergarten runs.
11. Employees who have dock time, unpaid leave time, or sick leave not documented with a physician's written verification of illness during the week in which the overtime is scheduled shall not be provided the opportunity for overtime unless no other employee states a preference to work.
12. Employees' compensable time begins when they punch the time clock, indicating that they are scheduled to begin work. Their paid time ends when they punch the clock indicating that they are no longer in the service of the employer. The employee must be paid for time approved and worked. Bus drivers/special needs transportation assistants paid time is based on TDF. Excess time requires additional written documentation in order to receive additional payment. Employees will clock in no earlier than ten (10) minutes prior to the beginning of their shift. This is for the convenience of the employee and the 10 minutes will not be considered timeworked.

## ARTICLE 7 - WORKING CONDITIONS

1. Restroom facilities shall be provided at each regularly assigned work location for use by the employees.
2. Upon request by the employees, the Employer may provide for the installation of drink and snack vending machines at regularly assigned work locations.
3. Parking facilities shall be provided for the employees.
4. Employees required to submit to alcohol/drug screening or to a physical examination shall be compensated as time worked. Any deliberate delay shall be disciplined accordingly.
5. All applicable drivers shall be provided materials which are necessary for required cleaning of the school vehicles.
6. When uniforms, safety shoes, and safety goggles are required the Employer shall provide them without cost to the affected employees who shall be responsible for their security. The Employer shall be responsible for determining the appropriate number of uniforms, safety shoes, and safety goggles to be distributed to the affected employees.
7. The Employer shall establish a Uniform Review Committee who will recommend standard uniforms for employees who are required to wear uniforms. The committee shall include employees nominated by the Union.
8. The Employer shall provide outerwear specific to the assignment for those maintenance employees required to regularly work outside during winter months; rainwear shall be provided for bus drivers/special needs transportation assistants operating lift buses upon request from the employee.
9. Employees will provide advice and make recommendations with regard to uniforms and tools.
10. Both parties endorse the shared decision making process and agree that employees will be involved in decisions which affect their working conditions at their regularly assigned work location.

## ARTICLE 8 – SAFETY

1. The Employer shall be responsible for providing and maintaining a safe place of employment. The employee shall be responsible for reporting observed unsafe or hazardous practices or conditions to the immediate supervisor or appropriate administrator who shall contact duly qualified personnel who will make a timely inspection and take steps to remedy the condition.
2. The Employer shall investigate reports by employees of unsafe or hazardous practices or conditions made on the appropriate safety form and shall provide a written response to such reports.
3. Employees shall not be required to work under conditions determined by qualified administrative personnel to be detrimental to their health, safety and well-being. To this end, each employee has the responsibility to cooperate and to encourage others to work in a safe manner.
4. Employees shall use and maintain the safety equipment and protective devices furnished and required by the Employer necessary to meet recognized safety standards. A maximum reimbursement of one hundred dollars will be paid with receipt of expenditure to the approved JCPS vendor. Infectious clean-up kits will be included on all school buses.
5. Employees, individually and through the Union, shall be entitled to present advice and make recommendations to the Employer with respect to improving safety awareness and practices associated with their work assignments.
6. Employees shall not be required to search for bombs.
7. Employees shall not be required to enter alone after dark into closed (retired from active service) school buildings. A second person will be provided upon request.
8. The Employer and employees shall work together in a cooperative and mutually supportive manner to fairly and equitably enforce the Uniform Code of Student Conduct.
9. One employee per shift in each garage and at each maintenance shop may be designated to attend and participate in first aid training with bus driver/special needs transportation assistant employees.
10. Bus drivers will be notified of any and all lawful information that impacts safe transportation of students assigned to their routes.
11. A committee will be formed between the parties to address student management issues during student transportation.
12. A bus driver/special needs transportation assistant will contact the bus

compound immediately should a student be delivered to the bus who he/she believes is unsafe to transport. Bus compound personnel will contact school staff for resolution. Should the bus driver/special needs transportation assistant be dissatisfied with the resolution, he/she may move to the grievance procedure.

## ARTICLE 9 - EXTRA EMPLOYMENT

1. Bargaining unit employees will be given first consideration for work as temporary employees in voluntary assignments which occur between their regularly scheduled work year and which are directly and similarly related to their regular jobs. Employees who are chosen for such assignments shall be selected in length of service order. Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.
2. Employees who apply on the appropriate forms within the established timelines shall be considered for work as temporary employees in seasonal jobs between their regularly scheduled work years for what the Employer deems them best qualified after laid-off personnel have been considered.
3. Employees chosen for temporary employment between their regularly scheduled work year shall be presumed to have committed to the duration of the assignment and the Employer shall have no obligation for considering them for any other extra employment.
4. Those chosen as temporary employees for extra employment assignments shall be paid from the salary schedule currently in effect for temporary employees as of the time the services are rendered except for bus drivers, special needs transportation assistants and food service drivers who shall be paid their regular hourly rate.
5. Employees, when working in summer temporary employment, shall be covered by Articles 1, 2, 3, 9 and 21 exclusively.
6. After submitting an exception sheet for time worked in excess of regular daily hours, the employee must be notified before the end of the pay period if it is rejected.
7. Bus drivers/special needs transportation assistants whose run is shortened due to cancellation of Community Based Instruction or Speech Services, will be given priority for extra runs, based on time/mileage efficiency and assignment seniority.
8. Bus drivers/special needs transportation assistants who express written interest in extra runs will be selected for these assignments first based on time/mileage efficiency, and then rotating assignment seniority. Those employees receiving the extra work names shall be posted on the board for all other employees to view and be notified of.
9. Employees may express written interest on a voluntary basis for consideration

for extra work. Selection will be in accordance with the provisions of the Agreement.

## ARTICLE 10 - COMPENSATION

Compensation percentage increase equal to the percentage increase applied to the JCTA salary schedule, not to include any other compensation modifications to any other bargaining agreements, for the 2019 – 2020 school year. Compensation will be re-opened for negotiations for the 2020-2021 school year and each subsequent year unless bargained otherwise. The Employer reserves the right to negotiate compensation, and compensation only, for multiple years beginning with the 2020-2021 school year.

### 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. Direct deposit shall be mandatory for all employees.
2. The Union shall be entitled to submit and discuss with the Employer information, opinions, and proposals on wage rates.
3. Employees will be placed on the 1B salary schedule according to the Board approved salary placement rules.
4. Career incentive increments shall be credited for experience as recognized by the Employer for service performed in permanent full time position.

Career incentive increments for credited experience as recognized by the Employer:

	<u>2020-2024</u>
	per hour
1. After 15 years	\$.20
2. After 20 years	plus \$.11
3. After 25 years	plus \$.12

Shift differentials: Second - \$.26  
Third - \$.38

### Section B Insurance and Retirement

1. Health and hospitalization insurance on single premium basis or same premium dollar amount for Health Maintenance Organization - when full premium paid by State.

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

#### Section C TB Tests and Medical Examinations

The Employer shall pay the cost of required TB tests and medical examination when they are obtained through the services designated by the Employer.

#### Section D Payroll Deductions

1. Metro United Way, United Negro College Fund, Fund for the Arts, and Crusade for Children
2. Approved Tax-deferred Annuities
3. Credit Union payroll deductions for employees to save or repay loans
4. Democrat/Republican/Independent Voter Education (DRIVE) in equal amounts per deduction period for all participating employees

#### Section E - Early Retirement Benefit

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

employee can continue to accrue sick leave and will be paid up to a maximum of that reached in the thirtieth year.

## ARTICLE 11 - LEAVES OF ABSENCE

### Section A Sick Leave

1. Employees shall earn and be granted one (1) day sick leave per month or major portion thereof, not to exceed twelve (12) days annually. Unused sick leave shall be accumulated without any maximum.
2. Sick leave with pay will be granted to employees if the employee presents a personal affidavit or a certificate of a reputable physician when they are incapacitated for the performances of their duties because of sickness or injury, or in case of serious illness in the employee's immediate family. The immediate family consists of employee's spouse, children (including step-children), parents, spouse's parents without regard to the location of the residence of said relative and including step status of any of the above.
3. Sick leave may be taken in whole days only, except that an employee may take one-half (1/2) day sick leave for personal illness or the illness of immediate family not more than six (6) times per work year. A written verification of illness from an attending physician shall be submitted upon return to work in order to be paid for three (3) of the six (6) half days. Abuse of sick leave may subject an employee to progressive discipline up to and including discharge.

A pattern of sick leave use (i.e. consistent use of sick days following or preceding holidays) and/or the failure to accumulate it, may be determined to be abuse of the sick leave privilege. An employee who has been cited in writing for abuse of sick leave may be required by the Employer to produce a medical/doctor's statement at any time.

4. When an employee becomes ill on the job, the employee may choose to take sick leave, if accrued, or to be excused without pay for the time not worked. Disciplinary action shall not be taken in these circumstances unless determined to be abusive.
5. To receive paid sick leave, employees shall communicate with their administrative unit director/designee no later than one (1) hour before the beginning of the shift for bus drivers and special needs transportation assistants and thirty (30) minutes for all other employees. An employee shall not be required to call each day of a prolonged absence provided the employee has informed the administrative unit director/designee during the initial notification of the specific days of anticipated absence. Failure to provide timely notice of any absence may result in denial of sick leave.
6. After using the maximum number of verified Emergency Leave allotted in Section C, an employee may be granted up to three (3) days sick leave for verified emergency situations as defined in Section C. These shall not be counted as occurrences.

7. If an employee uses all accumulated sick leave and is still unable to return to assigned duties, prior to its expiration, the employee may apply for and be placed on unpaid medical leave of absence at which time it becomes the responsibility of the employee to assume the payment of all insurance premiums not provided for in the Family and Medical Leave Act, if eligible.
8. A physician's written verification of illness from an attending physician shall be submitted upon return to work in order to be paid if the absence is on or after the fourth occurrence of absence within the work year. If a written verification of illness from an attending physician is submitted for the first absence of the work year, that absence shall not be considered an occurrence for purposes of this section. Leaves of absence for purposes of Worker's Compensation or Family Medical Leave Act shall not count as occurrences and shall not be used for purposes of attendance on evaluation. An occurrence is defined as a single event or episode of illness (one to many consecutive days).
9. Unused sick leave will not be paid upon layoff, resignation, or discharge of employees.
10. A physician's written verification of illness from an attending physician shall be required for each absence if the absence is on or after the fourth occurrence of within the work year regardless of whether the employee has sick leave available.
11. A sick leave bank will be established into which employees may voluntarily contribute one (1) day from their accumulated sick leave during an annual open window period. Only voluntary contributors shall qualify for use of leave in the bank according to standards consistent with those applying to use a regular sick leave. A committee composed of employees selected by the Union will be responsible for approving use of sick leave in the bank by employees who have exhausted all forms of leave.

## Section B Medical Leave

1. When an employee has been advised by a physician or otherwise knows of an interruption in ability to work because of known or anticipated medical reasons, the employee shall notify the supervisor and Human Resources and upon request be granted an unpaid medical leave of absence. Such notice shall be in writing and accompanied by a Certification of Health Care Provider form indicating the anticipated date of interruption in ability to work, whether the employee may resume the assignment and the anticipated date of return. The employee shall not continue to work past the date indicated on the Certification of Health Care Provider form.
2. Medical Leave of absence may be granted for a period of one (1) year or less and renewed for up to one (1) additional year. At the end of the second year, if the employee is unable to return to work, the employment shall be terminated.

3. A position shall be kept available for the employee to resume duties within the job classification following return from medical leave provided:
  - a. such position has not been eliminated during the employee's absence for any valid reason,
  - b. the employee's planned absence does not exceed seventy (70) scheduled work days; an employee must return to work for a minimum of ten (10) days to re-start the seventy (70) day count,
  - c. the employee would not have been laid off had leave not been taken, and
  - d. the employee is medically able to fulfill the duties of the position.

After the seventy (70) days the employee will be placed on a list for assignment to open positions when they become available.

4. Time for which an employee qualifies for workers compensation payments while on medical leave directly resulting from accidents sustained in the course of fulfilling job responsibilities shall count as service time for purposes of salary step placement when combined with regularly paid days. A maximum of one (1) step shall be allowed for those on workers compensation effective from July 1, 1981.
5. Employees who qualify for and are awarded workers compensation payments shall be placed on medical leave with unused sick leave coordinated with the workers compensation payments so as to sustain the level at a total of 100% regular wages.

#### Section C Emergency Leave

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

Reasons for granting emergency leave with pay shall be:

1. death or funeral of relative by blood or marriage (specify relationship), and
2. emergency situations resulting from natural disasters; i.e., tornado, flood, primary dwelling fire, etc. (specify exact reason).

#### Section D Personal Leave

Each employee shall be credited with three (3) days personal leave per year which may be used at the employee's discretion except that personal leave may not be taken during the five (5) days just before the school term, the first five (5)

days of the school term, during one two-week state testing cycle per school year, the day before and after days schools are closed for holidays and spring break except under extenuating circumstances, scheduled in-service days, or on the last five (5) days of the school term. Personal leave may be taken in ½ day increments up to six (6) times each work year but such increments will not be allowed in combination with docked hours or any other paid leave. The following procedures are to be used in order to apply for and use personal leave:

1. One personal leave day may be called in one (1) hour before an employee's shift. For all others, the employee must make the request in writing no sooner than July 1 of the school year in which the leave will be taken and no less than forty-eight (48) hours in advance on the form provided for that purpose, except when the need for the leave is due to documented personal emergencies such as broken water lines, sewer backups, malfunctioning home heaters, car trouble, and legal business which cannot be transacted outside work hours;
2. the request must be approved in writing by the employee's immediate supervisor or appropriate administrator on the basis that the employee's absence will not interrupt or impede the work program; and
3. the supervisor shall notify the employee of approval/denial within one (1) workday from submission of request and, upon request, will provide a written statement of reasons for denial of this leave within five (5) workdays.

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

#### Section E Child Rearing/Adoption/Dependent Convalescence Leave

1. An employee presenting the required evidence shall upon written request to the Department of Human Resources be granted an unpaid leave of absence necessary to meet child adoption requirements and for the rearing of the employee's pre-school child(ren) or other child or dependent parent or spouse who is unable to care for self in which case a physician's statement may be required.
2. A single child rearing/adoption/dependent parent or spouse convalescence leave shall be granted for a period of no less than forty-five (45) days and no more than two (2) consecutive work years or major portions thereof, except that such leave may be taken for less than forty-five (45) days if the employee has exhausted all sick leave and the need is directly related to the illness of the child/dependent.
3. A position shall be kept available for the employee to resume duties within the job classification following return from the leave provided:

- a. the employee had requested in writing that a position be kept available at the time the leave was requested,
- b. such position has not been eliminated during the employee's absence for any valid reason,
- c. the employee's planned absence does not exceed sixty (60) scheduled work days, and
- d. the employee would not have been laid off if leave had not been taken.

After the sixty (60) days the employee will be placed on a list for assignment to open positions within the job classification when they become available.

### Section F Jury Duty

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

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

1. A copy of the jury subpoena must be provided to the employee's immediate supervisor or appropriate administrator promptly upon receipt of such subpoena involving jury duty service.
2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll office) must be completed each pay period and forwarded with the Payroll Exception Card to the payroll office.
3. A money order or personal check (payable to the Treasurer, Jefferson County Board of Education) for the amount of compensation received for jury duty excluding any expenses reimbursed to the employee by the court such as travel and parking shall be delivered to the immediate supervisor for transmittal to the payroll office.

### Section G Court Appearance Leave

Employee summoned to local, state, or Federal Court for reasons not connected to employee's employment and through no actions of their own, shall be allowed time off without pay when a copy of the subpoena is provided for verification.

### Section H Military Leave

Any employee who enters active duty shall be granted an unpaid leave for a period not to exceed the initial period of service. Any employee on military leave and within ninety (90) days after the employee's separation from military service shall upon written application be restored to a position in the employment of the Employer, provided the employee shall furnish proof of

discharge or separation from service under honorable conditions and be found by a physician selected by the Employer to be in a satisfactory state of health for the performance of duties. Upon return the employee shall be placed on the salary schedule at the level which would have been achieved had the employee remained actively employed in the system during the period of absence.

Section I Vacation Leave

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

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

3. Eligible employees must have been in active pay status more than half of the workdays in a month to qualify for crediting vacation leave.
4. Employees will be charged with vacation leave only on days upon which they would otherwise work and receive pay.
5. Vacation leave shall be taken in full days.
6. Immediate supervisors or administrative unit directors shall encourage employees to use vacation leave days and not forfeit them. Accumulated vacation leave shall be scheduled by the immediate supervisors or administrative unit directors in accordance with:
  - a) seniority preference of the employees, and
  - b) operating requirements of the Employer.
7. Upon the separation/termination of an employee cash payment shall be made for accrued vacation at the employee's scheduled wage rate prior to the date of change.

Section J Holiday Leave

Twelve-month/260-day employees shall be granted nine (9) paid holiday leave days and less than twelve-month employees shall be granted four (4) paid

holiday leave days according to the Employer's policy and procedure with the exception of employees assigned to the 4 day, 10 hours per day work shift who shall earn leave on a pro-rated basis.

#### Section K Training Leave

Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or more than twelve (12) months may be granted to an employee for purposes of attending a training program approved by the Employer.

#### Section L Length of Consecutive Leaves of Absence

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

#### Section M Notarizing Leave Affidavits

The Employer shall provide notary services without charge to employees required to submit personal affidavits for leaves.

#### Section N Resumption of Benefits Following Leave

Unused accumulated sick leave shall be restored to employees resuming service following approved leave. Employees shall be responsible for making arrangements to continue insurance benefits when interrupted by the approved leave.

## ARTICLE 12 ASSISTANCE IN ASSAULT

The Employer shall provide assistance and support to an employee in case of alleged assault while the employee is fulfilling assigned duties when such assault arises out of and directly results from employment responsibilities. Assault is defined as in the criminal laws of Kentucky.

### Section A General Assistance

1. The immediate supervisor shall, on the form provided, report any case of alleged assault on an employee to the appropriate administrator who shall acknowledge receipt of such report.
2. The Employer will notify the employee of its readiness to actively assist and assume responsibilities as follows:
  - a. Obtain from police, immediate supervisor, employees and others relevant information concerning the alleged assault and offenders; and
  - b. Take an active role as liaison between the police, courts and mediation.

### Section B Legal Counsel

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

### Section C Court Appearances

Time required for a summoned appearance in any criminal aspect of a legal proceeding connected with the alleged assault 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 to an employee for work time lost because of personal injury incurred from an assault on the employee while in performance of assigned duties for a period up to and including one hundred eighty-five (185) days subsequent to the first day of absence related to the assault. The one hundred eighty-five (185) day period 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 up to 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.

## ARTICLE 13- EMPLOYER PROVIDED TRAINING

1. The Employer shall provide an opportunity for employees to offer advice, suggestions, and opinions during the planning of employee training opportunities.
2. Employees shall be compensated for required training.
3. The Employer shall establish a Training Committee who will recommend training opportunities for employees on a voluntary basis to strengthen their capabilities and skills in fulfilling their assigned duties and in qualifying for other assignments. The committee shall include employees nominated by the Union.
4. School bus driver/special needs transportation assistant employees shall be given a minimum of six (6) hours of annual student discipline/de-escalation-related training.
5. All CDL and similar regulatory changes will be explained prior to the regulations becoming effective, when the information is available to do so.

## ARTICLE 14 - EVALUATION

1. The performance of employees shall normally be evaluated in writing every three (3) years, provided the employee has completed four (4) years of service based on performance expectations for holding the job.
2. The evaluation shall be based only upon information gained over a period of time through direct observation, from personal knowledge, or from any source which is demonstrable as fact.
3. All observation for evaluation or work performance shall be conducted in an open and non-secretive manner.
4. The evaluator shall cite strengths as well as weaknesses in performance. Weaknesses are to be identified early and brought to the employee's attention so that corrections can be attempted prior to the summative evaluation.
5. The evaluator shall not use any information of a derogatory nature in the evaluation of an employee unless the employee is: (a) provided the information within fifteen (15) days of its receipt by the Employer; and (b) provided the opportunity to submit a written response.
6. A copy of the employee's performance evaluation shall be made available to the employee at the time of the evaluation, and whenever possible, shall be reviewed with the employee by the appropriate evaluating supervisor within ten (10) days of the evaluation.
7. The employee being evaluated shall have the right to review the evaluation and file a statement for attachment to it within ten (10) days providing a copy to the evaluator and may file a grievance within the appropriate timelines.
8. The employee shall sign all evaluations which indicates only that the employee has seen and received a copy.
9. Any review of the evaluation forms shall involve employees nominated by the Union.
10. The Union shall be entitled to participate in the Employee Performance Evaluation Review Committee designed to study, review and revise procedures, forms and standards for evaluating job performance of employees.
11. Bus drivers/special needs transportation assistants are to be given their evaluation fifteen (15) working days before the end of the school year.

## ARTICLE 15 - DISCIPLINE AND DISCHARGE

1. The Employer shall have the right to discipline or discharge employees for just cause. However, any disciplinary action taken for minor infractions shall be progressive and dependent upon the seriousness of the offense and the employees service record will include:
  - a. oral warning;
  - b. written warning;
  - c. written reprimand;
  - d. suspension without pay (five (5) days or pending completion of investigation and decision); probation; reassignment and/or transfer; and/or;
  - e. discharge.

The oral warning shall be effective for progressive discipline purposes for nine (9) months, written warnings for one (1) year, and written reprimands shall be effective for progressive discipline purposes for eighteen (18) months.

Written notice of disciplinary action, suspension, or discharge, setting forth cause shall be given to the employee. The Union shall be notified of any suspension without pay or discharge.

No employee shall be disciplined, suspended or discharged because of race, color, sex, age, disability, veteran status, national origin, marital and parental status, religion, political beliefs, sexual orientation or membership in any labor or lawful affiliated organization.

2. No employee shall be issued written reprimands, suspended without pay, placed on probation, reassigned and/or transferred, or discharged unless:
  - a. the employee could reasonably have been expected to know that disciplinary action for the conduct was possible;
  - b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe operation of the district;
  - c. a fair and objective effort has been made to identify the facts and the decision is based on evidence;
  - d. the discipline is applied equitably and without favoritism or discrimination; and
  - e. the degree of discipline is reasonably related to the seriousness of the charges against the employee and the employee's service record
3. After due process the following causes and others comparable in seriousness can cause immediate discharge without warning:
  - a. dishonesty,
  - b. immoral conduct,
  - c. insubordination or supervision-directed disrespectful conduct,

- d. fighting while on the Employer's premises or during duty hours,
  - e. on-duty "horseplay" of such a nature as to be capable of causing personal injury or property damage,
  - f. drinking or being under the influence of alcoholic beverages while on the Employer's premises or during duty hours,
  - g. possession or use or being under the influence of narcotics or hallucinatory drugs,
  - h. carrying a deadly weapon while on the Employer's premises or during duty hours,
  - i. falsification of the Employer's records and reports,
  - j. willful or negligent damage of the Employer's property,
  - k. failure to report an accident,
  - l. failure to maintain credentials and licenses required for the job assignment,
  - m. violation of the Acceptable Use Policy and/or Personal Use Procedure/Policy, sabotage and/or cyber attack of District data and/or network and/or equipment,
  - n. discrimination and/or harassment,
  - o. use of any term designed to insult others on the basis of race, ethnicity, nationality, sexual orientation or gender, and/or
  - p. refusing to submit to drug and/or alcohol testing.
4. It is understood and recognized by the parties that it shall be cause for discharge if an employee is given three (3) written reprimands in a twelve (12) month period in active pay status.
  5. Any information used in disciplinary action shall be made available to the employee upon employee's request.
  6. When probation, reassignment and/or transfer, suspension without pay, or discharge is involved the employee, upon request, shall be granted a meeting with the person administering the action prior to it being taken at which time the employee may have a representative of the Union present.
  7. It shall be the objective of those taking disciplinary action and of the employees that they handle their roles in such a manner as will avoid embarrassment.
  8. An employee shall be notified of the allegation and offered an opportunity to have a representative of the Union present in any investigative conference leading to discipline. This shall not be construed as permission for the employee to refuse to meet with supervisors at the time and date scheduled nor as authorization for Union representation at other types of meeting.
  9. A driver with numerous and/or serious chargeable accidents on their record may be subject to demotion and/or disciplinary action, up to and including termination.

## ARTICLE 16 - PERSONNEL FILES

1. No documents except those listed below shall be placed in an employee's personnel file:
  - a. Evaluations, reprimands and commendations;
  - b. Payroll records;
  - c. Change of Status forms, Re-Election forms, transfer forms, requests/approvals of Leaves of Absence and related correspondence;
  - d. Transcripts, Official Notifications from universities/colleges;
  - e. Contracts of employment, job offers, responses to job offers;
  - f. Previous employment data;
  - g. Applications, references, resumes, and verification of experience and training;
  - h. Tests taken for a job;
  - i. Licenses or certifications required for a position;
  - j. Military service records;
  - k. Investigative reports and records related to pre-employment and potential disciplinary action which reach a conclusion; and
  - l. Police checks and arrest/court records.
2. An employee shall have the right to view the contents of the personnel file except for previous employment data, references, and letters of recommendation at which time representative of the Union may be present when requested by the employee. At the employee's request and expense the employee will receive a copy of any document in the employee's file except for previous employment data, references and letters of recommendation.
3. There shall not be established a separate confidential personnel file outside of Human Resources.

## ARTICLE 17 – ASSIGNMENT/SELECTION

### Section A Bus Driver Employees

1. Prior to the opening of school, the Employer will, through the area pupil transportation coordinators or their successors, post all bus route assignments showing the schools to be served and the approximate number of paid hours normally and routinely associated with the route assignment.
2. The route assignments will be made after the bus driver/special needs transportation assistant employees have been provided the opportunity to select by length of service a route within their assigned compound.
3. Bus driver/special needs transportation assistant employees will not be entitled to change assignments after they have been made for the school year except as provided in item number six (6) below.
4. Bus drivers/special needs transportation assistants must be in active pay status and certified, having completed the eight (8) hour update and in good standing with DOT, when route assignments are selected to be eligible to select a route.
5. No route will be reduced more than ten (10) minutes per day after bid selection. Every reasonable effort will be made to complete route sheets and time determination forms as soon as practicable in order to make appropriate adjustments in route assignment time.
6. Bus driver/special needs transportation assistant employees will have a one-time opportunity to bid on routes which become available within the same compound through the last contract work day prior to winter break due to resignation and/or retirement before they are declared vacant. Vacant routes resulting from such bid reassignment will not be staffed by the bid process. Employees may be granted a bid reassignment only once in any work year.
7. Additional available vocational, special shuttle and after-school activity runs offered after route assignments have been made will be posted within the individual compounds. Except on a temporary basis, these runs will be assigned after the bus drivers have been provided the opportunity to select from among the additional runs by length of service. Length of service will prevail provided the run selected does not result in overtime or mileage/time inefficiency. Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.
8. Except for emergencies, extra runs offered daily will be by length of service order to bus drivers within the compounds wanting them provided such assignments do not result in overtime or mileage/time inefficiency.

9. In emergency situations, Special Needs Transportation Assistants will be temporarily reassigned to other runs based on assignment seniority.
10. Each school year, the Employer will identify fifty (50) challenging bus (CB) routes. CB routes will be assigned according to Section A, except only Bus Drivers who meet the following criteria will be eligible to bid on CB routes:
  - minimum three (3) years of experience as a Bus Driver for JCPS;
  - minimum fifteen (15) accumulated sick leave days prior to July 1<sup>st</sup>; and
  - have not been placed on disciplinary probation within the previous three (3) years.

Bus Drivers who bid on and are awarded a CB route will remain on the route until the conclusion of the school year unless mutually agreed to by the parties. Bus Drivers that bid on and are awarded a CB route will receive a \$2.00 per hour stipend added on to their normal hourly rate while driving the CB route. In the event that a driver who does not meet the above criteria is assigned to a CB route not filled in the bidding process, that driver will receive the same \$2.00 stipend as those that bid on and were awarded a CB route. If a driver is removed or forfeits a CB route, the driver will become an overstaff employee within transportation until the next open route becomes available at their assigned location.

11. The Union shall have one representative on each interview committee for positions within the bargaining unit. This does not apply to substitute bus drivers and substitute special needs transportation assistants moving into the bargaining unit.

#### Section B All Other Assignments

1. Employees who apply in writing within the established timelines will be considered for vacancies in other job classifications, within the representation unit, and will be assigned to such vacancies provided they:
  - a. have demonstrated the required overall capabilities and work habits;
  - b. have attained and maintained the required license and skill levels needed for the particular type of work to be performed;
  - c. have successfully completed required training and experience specific to the assignment; and
  - d. meet the requirements of affirmative action.
2. Employees who apply for jobs in these vacancies which would result in a salary increase from either a longer work year or higher salary grade will be given preference when their qualifications as shown in 1(a) through (d) are equal to or better than applicants not already employed by the school system. The same preference will be extended to those employees applying for equal or lesser rated vacant positions.

3. After five (5) years of employment, Mechanics who do not maintain the minimum ASE qualifications will be allowed six (6) months to retest, regardless of the testing certification offered, before the employee is removed.
4. All employees in any and/or all assignments shall obtain and maintain the credentials, licenses, information technology and/or vendor specific certifications required by the current job description and/or assignment.

## ARTICLE 18 - TRANSFERS

### Section A Bus Drivers/Special Needs Transportation Assistants

1. Employees who request a transfer on-line within the established timelines will be transferred within their job classification from one work location to another when there are openings, provided this results in the operational needs of the school system being met using the following criteria:
  - a. preference of the employee by length of service;
  - b. the attainment and maintenance of required skill levels by experienced employees needed for the particular type of work to be performed;
  - c. specific training for the current and requested assignments;
  - d. the number of employees with the required skills and training needed for the shift; and
  - e. affirmative action.

Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.

2. At least two (2) weeks before the timelines for requesting transfers, all known openings which need staffing for the forthcoming year will be posted at the work locations where potentially affected employees are assigned.
3. Employees desiring a transfer must complete all data requested on the form and file it with the Department of Human Resources no later than the established timeline. Employees will be entitled to list in order of preference up to five (5) work locations to which they wish to be transferred.
4. The employees will be ranked on the transfer list according to their length of service. A copy of the transfer list will be provided to the Union. The highest preference available will be granted to the employee when the transfer is made according to item #1.
5. The processing of a transfer will remove the employee from the transfer list. The employee will be notified in writing when the transfer is awarded. The transfer is considered complete when Transportation and Human Resources meet and create the final transfer list. Transfer requests may be withdrawn through June 15. Once this process is complete, the transfer window shall close and no transfers shall be made other than those referred to in item number six (6) and/or Section C below.
6. Bus Driver transfers into Special Needs will be conducted as follows: The most senior bus driver meeting the criteria listed in item number one (1) above on the current voluntary transfer list for Special Needs will be transferred to any bus driver vacancy in Special Needs created during the school year. The

subsequent vacancy will not be subject to transfer. After March 1, transfers will be granted effective at the beginning of the following school year. Any bus driver remaining on the transfer list for Special Needs as of March 1 shall receive priority on the transfer list for the next transfer window.

#### Section B All Others

1. Any job subject to transfer will be placed in the Job List for five (5) days. Employees who request a transfer will be transferred within their job classification from one work location to another when there are openings provided this results in the operational needs of the school system being met using the following criteria:
  - a. preference of the employee by length of service;
  - b. the attainment and maintenance of required skill levels by experienced employees needed for the particular type of work to be performed;
  - c. specific training for the current and requested assignments;
  - d. the number of employees with the required skills and training needed for the shift; and
  - e. affirmative action.

Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.

2. Open positions shall be posted by shift at least five (5) days on a district-wide basis in order to allow employees to request transfers. Such transfer requests shall be considered according to Section B, item 1.
3. Only the original and one subsequent vacancy resulting from staffing through the bid process will be posted for further bid.
4. Employees may be granted a voluntary transfer or bid no more than once in any work year. Once a transfer or bid is granted, an employee is not eligible for transfer until the next work year. This provision may be waived by the Director/designee.
5. The employee will be ranked on the transfer list according to their assignment seniority. Assignment seniority shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to assignment seniority for all employees in a job classification as of June 30, 1990.
6. Drivers assigned to Supply Services will move from less than 260 day positions to 260 day positions based on assignment seniority, prior to the employment of a part-time employee or a new hire.

7. Drivers in Supply Services will select routes at the beginning of each school year based on assignment seniority. The vehicle will be assigned to the route prior to route selection.

### Section C

The Employer will make other transfers for good cause as may be necessary for the efficient operations of the school system. Upon request by the Union a list of such good cause transfers will be provided setting forth good cause.

## ARTICLE 19 - LAYOFF/RECALL

### Section A

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

1. The Employer will reduce or layoff those employees having the least length of service within the job classification affected.
2. Employees having greater length of service may displace those having lesser length of service in job classifications at the same or lower salary grades.
3. Length of service at the same or higher salary grades shall be additive as applied to reduction in force.
4. Employees subject to layoff who have greater length of service shall be entitled to placement in a vacancy in a job classification where the skills are directly related to their current one which they have not previously held at the same or lower salary grade when it is determined that they are best qualified to hold the job. The objective shall be placement in vacancies as close under the same salary grade as possible.

### Section B

Before positions within job classifications are filled by new applicants or by applicants holding other job classifications, employees previously holding them who were displaced through reduction in force shall be restored to positions within that job classification in seniority order.

### Section C

Laid-off employees requesting it in writing shall be considered for filling openings in job classifications they have not previously held before these are posted as vacancies for applicants not currently employed by the Employer. If the employees are equally qualified, seniority shall be a determining factor.

### Section D

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

### Section E

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

Section F

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

Section G

Employees on layoff may apply for employment as a substitute within a job classification and when qualified shall be given preference before other substitute applicants are employed.

Section H

Upon return to active employment within the nine (9) calendar months following layoff, the employee shall be credited with unused accumulated sick leave and will be placed on the proper grade and step of the current salary schedule.

Section I

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

Section J

The Union shall be provided a list of the names and job classifications of laid-off employees.

## ARTICLE 20 CALENDAR

The Superintendent shall appoint two (2) employees to serve on the School Calendar Committee from among those nominated by the Union. The employees as full members will offer suggestions and make recommendations with respect to the development of the Annual School Calendar. The Superintendent's recommendation to the Board pertaining to the adoption of the Annual School Calendar will be provided in advance to the Union.

## ARTICLE 21 GRIEVANCE PROCEDURE

### Section A Definition

1. Grievance means an alleged violation of the express terms of a specific provision(s) contained within this Agreement. Any alleged complaint or grievance which arose while the employee was in initial probationary status may not be processed as a grievance after completion of the probationary period.
2. Grievant means the person(s) or Union making the allegation or complaint.
3. Written grievances provided for herein must contain the following:
  - a. Signature(s) of the grievant(s);
  - b. Specific statement of allegation of violation;
  - c. Synopsis of the facts giving rise to the alleged violation;
  - d. The specific provisions of this Agreement alleged to have been violated;
  - e. Date of the alleged violation; and
  - f. Specific relief or remedy requested.

A written grievance not in accordance with these requirements may be rejected as improper and/or denied at any level.

### Section B Purpose

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

### Section C Representation

The employee may have a Union representative present during any formal grievance meeting. If the Union opts to represent the employee in a formal grievance meeting, notice shall be given two (2) days in advance by the representative to the administrator conducting the meeting. The Union representative shall have the right to be present at all Level III meetings.

### Section D Informal Procedure

An employee who believes self to have been wronged by a violation of the express provisions of this Agreement shall within five (5) days of its alleged occurrence meet and discuss the complaint with the immediate supervisor with the objective of resolving it informally. If the employee does not accept the immediate supervisor's disposition of the complaint which shall be made within five (5) days the employee shall be entitled to file a formal grievance within five (5) days after being informed of its disposition.

## Section E Formal Procedure

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

Level I - Grievant/Coordinator, Supervisor or Unit Director: Within five (5) days after being informed of its informal disposition, the grievant may advance the written grievance to the supervisor or administrative unit director or other appropriate administrator. The administrator shall provide a written decision to the employee no later than five (5) days after receipt of the employee's formal grievance.

Level II - Grievant/Executive Director or Assistant Superintendent: Within five (5) days from receipt of the Level I decision the employee may advance the written grievance to the executive director or assistant superintendent or other appropriate administrator. The administrator will investigate the allegation, review previously presented information and the Level I response, meet with the employee, and shall provide a written decision to the employee within five (5) days after receipt of the grievance.

Level III - Grievant/Superintendent or designee: Within five (5) days from receipt of the Level II decision the employee may advance the written grievance to the Superintendent/designee. The Superintendent/designee shall review previously presented information and administrative decisions, conduct any necessary meetings and investigations, and provide a written decision to the grievant within ten (10) days after receipt of the appeal.

Level IV - Third Party: The Union may submit the written grievance to mediation by notifying the Superintendent/designee within ten (10) days of receipt of the Level III decision. The mediator shall be the person jointly selected by the Employer and the Union.

The mediator shall have authority to meet with the grievant and authorized representatives of the Employer and the Union and make procedural rules consistent with this Agreement. The mediator shall first make every reasonable effort to resolve the grievance as promptly as practicable after the request for mediation. If unsuccessful, the mediator shall hold a formal hearing and then issue a written decision within a reasonable time but no later than thirty (30) days after the date of selection.

The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement or to offer any opinion or make any decision which is contrary to or in violation of the terms of this Agreement. The decision of the mediator shall be submitted in writing setting forth findings of fact and conclusions and will be final and binding.

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

#### Section F Grievances Arising From Other Than Immediate Supervisor

An employee with a grievance arising from an action or inaction on the part of an administrator, other than the immediate supervisor, may initiate a grievance using the same procedure and timelines provided for in Sections D and E.

#### Section G Grievance Meetings and Hearings

All grievance meetings and hearings shall be closed except to the grievant's, Union representative(s), Employer representative(s), and essential witnesses.

#### Section H General Provisions

1. The time limits provided for in this Grievance Procedure shall be strictly observed unless extended by mutual agreement by the Employer and the Union. Failure of the employee to proceed with the complaint/grievance within the time limits provided shall result in its dismissal. Failure of the administrator(s) to respond within the time limits provided shall advance the grievance to the next step in the Grievance Procedure.
2. A grievance may be withdrawn by the employee/Union at any time and at any step of the Grievance Procedure; provided, however, the same grievance shall not be filed the second time by the same employee/Union after the grievance has been withdrawn.
3. The filing of a grievance shall in no way interfere with the responsibility of the employee to fulfill assigned duties.
4. The commencing of a legal proceeding by an employee or the Union against the Employer in a court of law or equity or any Federal or State administrative agency alleging misapplication or misinterpretation of any provisions of this Agreement shall be deemed an election of remedy and a waiver by said employee or Union of their right to resort to the Grievance Procedure.
5. All official grievance records shall be kept separately from the personnel files.
6. Grievance forms shall be prepared by the Employer and reviewed by the Union which shall have the responsibility for the distribution of the approved forms for filing grievances. The costs of the grievance forms shall be borne by the Employer.
7. The Union shall be entitled to initiate with the appropriate administrator and process through the Grievance Procedure a grievance within this Agreement

specific to Union rights and entitlements.

8. Grievance decisions and appeals under Section E shall be in writing with copies transmitted promptly to the grievant, Union, and Superintendent/ designee(s).
9. Any grievance that skips any level of the grievance procedure shall be denied with the following exception. The grievance procedure may commence at Level III in cases of discipline that include suspension or discharge.
10. Employees denied benefits under Article 12, Assistance in Assault, may commence the grievance process with the director of benefits.

## ARTICLE 22 - INDIVIDUAL AGREEMENTS

The Employer agrees not to enter into any agreement or contracts with the employees, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

## ARTICLE 23 - PRINTING

1. Copies of this Agreement shall be made available to employees on-line by the Employer.
2. The Employer shall furnish 500 copies to the Union for its use.

## ARTICLE 24 - SAVINGS

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

## ARTICLE 25 - DURATION

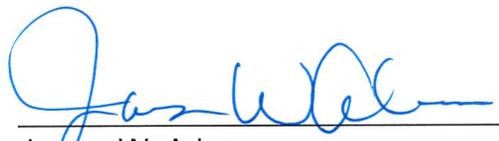
1. The Employer agrees to take such action as necessary to give full force and effect to the provisions of this Agreement. The provisions contained within this Agreement supersede and cancel any previous understandings or any duty of the Employer to continue any other policy, rule, or practice and shall supersede any rules, regulations, or practice of the Employer which are contrary. The Employer shall make no change in wage rates, hours of work, overtime differentials and general working conditions or compensable benefits specifically included in this Agreement without prior notification of and, to the extent practicable, participation by the Union.
2. Either the Employer or the Union desiring changes, additions, or deletions in this Agreement shall notify the other in writing after which a conference must be held within thirty (30) days. Changes, additions, or deletions will be made only upon mutual consent of both parties.
3. The provisions contained within this Agreement shall be effective from August 30, 2019 through June 30, 2024.
4. This Agreement is made by and between the Employer and the Union on August 30, 2019.

Board of Education of Jefferson County, Kentucky

  
\_\_\_\_\_  
Diane L. Porter  
Chairperson

  
\_\_\_\_\_  
Martin A. Pollio, Ed.D.  
Superintendent

  
\_\_\_\_\_  
O'Dell Henderson  
Chief Negotiator

  
\_\_\_\_\_  
James W. Adams  
Chief of Human Resources

  
\_\_\_\_\_  
Cordelia Hardin  
Chief Financial Officer

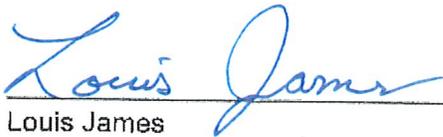
International Brotherhood of Teamsters, Chauffers, Warehousemen and  
Helpers of America, Local 783



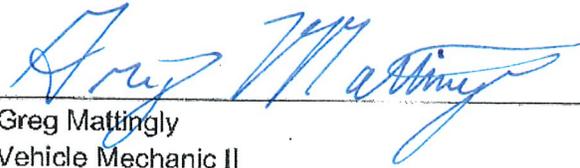
John Stovall  
President



Nuchelle Harvell  
Bus Driver



Louis James  
Maintenance Technician II



Greg Mattingly  
Vehicle Mechanic II



Joseph Scott Smith  
Maintenance Technician IV