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JCBE-TEAMSTERS AGREEMENT 2012-2017

Jefferson County Public Schools
Equal Opportunity/Affirmative Action Employer

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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; 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.

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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, 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. Union membership dues of those eligible for representation shall be deducted in equal amounts from the paychecks of employees on the first and second paychecks monthly, except for those who notify the Employer expressly and individually in writing within 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. It is understood that the ten (10) day period commences on the hire date of employee or on the effective date of this Agreement.

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

The Union shall save the Employer harmless against any claims, legal or otherwise, which may arise from these dues deduction provisions.

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 locked glass 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.

1
2 5. Commercial Advertising or Solicitation Material containing advertising or solicitation of
3 commercial materials, products or services (including anything for sale by an employee for
4 the employee's financial gain which is a product of their own talent or skill as well as the
5 product of an on-going commercial interest) shall not be posted, distributed through the
6 courier service or distributed in any manner on the Employer's property by the Union or for
7 its benefit.

8
9 6. Meeting Space The Union may use facilities designated by the Employer for meetings
10 before or after the employees' normal work hours for which the Union shall pay the
11 Employer's regular fees for special custodial services or damage. The Union shall save
12 the Employer harmless against any claims, legal or otherwise, which may arise from this
13 meeting space provision.

14
15 7. Union Business The Union shall have the right to appoint and/or elect from the seniority
16 list up to thirty-four (34) stewards and alternates of which up to three (3) may be chief
17 stewards. Additional stewards may be added if additional compounds are opened,
18 maximum of two (2) per compound.
19 The duties, responsibilities, and activities of the stewards designated by the Union shall be
20 limited to and not exceed the following:

- 21
22 a. The investigation of grievances and their presentation to the Employer in accordance
23 with the provisions of this Agreement; and
24 b. The transmission of messages and information originating with and approved by the
25 Union provided such messages and information -

26
27 (1) Have been put in writing, or if not put in writing,

28
29 (2) are of a routine nature and do not interfere with the Employer's business.

30
31 A chief steward will provide services to employees from their specific area only and will be
32 allowed time to attend formal grievance meetings and will be compensated provided the
33 grievance meeting occurs during the chief steward's regularly scheduled work hours. At no
34 time will overtime pay be provided. The 5-day limit on Union leave will be waived upon
35 mutual agreement by the Parties.

36
37 The union steward will be responsible for processing a grievance at Level I and will be
38 compensated provided the grievance meeting occurs during the union steward's regularly
39 scheduled work hours. At no time will overtime pay be provided. The chief steward will be
40 responsible for processing grievances beyond Level I. Should the union steward choose to
41 attend a grievance meeting above Level I, compensation will not be provided.

42
43 The Union stewards and business agent exclusively shall have the right to transact Union
44 business at work locations to which employees are regularly assigned. Union business
45 shall be transacted exclusively at such times before and after employee duty hours and
46 during scheduled meal and rest breaks as will not interfere with or disrupt the Employer's
47 business. They shall first have registered with the chief building administrator and
48 immediate supervisor where applicable.

49
50 Each immediate supervisor shall schedule a monthly meeting with the Union steward at the

1 work location for the purpose of discussing concerns specific to this Agreement and other
2 matters of mutual concern. This shall not be construed to limit or prevent meetings at other
3 times as the need arises. The Union shall provide the Superintendent/designee a list of
4 the names and work locations of all persons authorized to transact Union business at the
5 work locations.

6
7 8. Information Exchange The Employer and the Union shall make available to each other
8 upon written specific requests any statistics and reports routinely compiled which are not
9 confidential and which are relevant to this Agreement or necessary for its proper
10 administration.

11
12 9. Board Agenda The Employer shall provide the Union upon request a copy of the official
13 agenda in advance of regular Board meetings except for those items privileged by law.

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

17
18 11. Change Meetings When the Employer contemplates any change(s) in wage rates, hours,
19 compensable benefits, or procedures specifically included in this Agreement which have a
20 substantial general economic impact upon the employees the Union shall be notified in
21 advance of and, to the extent practicable, participate in discussion prior to such change(s).

22
23 12. Union Leave The Union shall be entitled to designate individual employees to be granted
24 unpaid leave in an aggregate amount not exceeding twenty-five (25) days per year to be
25 taken in full days for the conduct of necessary Union business, such designation to be
26 made in writing by the Union to the Superintendent/designee normally at least ten (10)
27 days in advance of the leave usage. Five (5) days shall be the maximum Union leave per
28 employee per year. The employee taking the Union leave shall inform the supervisor at
29 least five (5) days in advance of the leave usage. The Union shall reimburse the Employer
30 for the salaries of employees on Union leave.

31
32 13. Seniority List The Employer shall post in a glass enclosed bulletin board at each
33 non-school work location in January and July unless otherwise agreed by the Parties a list
34 of all employees regularly assigned there. The list shall be arranged in seniority order and
35 show job title and length of service date. Any errors in the seniority date must be identified
36 by the employee on a one-time basis within three (3) days and corrected by the Employer
37 within ten (10) days after the posting. Thereafter, the Employer shall be entitled to rely on
38 the lists as correct and valid.

39
40 An employee believing there is an error in the seniority date must submit in writing to the
41 appropriate administrator in the Department of Personnel Services specifying what the
42 employee believes to be the correct seniority date and attach documented proof.

43
44 14. The Union shall be entitled to nominate members to serve on committees representing all
45 interests of the bargaining unit (i.e., voluntary group insurance coverages, etc.)

46
47 15. A representative of the bargaining unit will be allowed to address newly hired employees
48 during the initial probationary period advising them of their union rights and benefits and to
49 solicit their membership in the Union under the terms of the Agreement. All contacts will
50 be restricted to non-duty time.

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16. 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 IB, 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.

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- a) length of service¹ preference of the employees,
- b) the attainment of the required skill levels by experienced employees which are needed for the particular type of work to be performed, and
- c) the maintenance of continuity and efficiency where the work is part of a project,
- d) if an employee with less seniority begins a work order requiring overtime and the senior employees have used their length of service preference initially to turn down the job, the person beginning the work order shall complete it,
- e) if an employee/s begins a work order that must be completed the same day and this results in overtime for the employee/s' shift, the employee/s beginning the work order shall complete it.

- 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 two (2) 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 time worked.

ARTICLE 7 - WORKING CONDITIONS

- 1. Restroom facilities shall be provided at each regularly assigned work location for use by

¹ 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.

1 the employees.

- 2
- 3 2. Upon request by the employees, the Employer may provide for the installation of drink and
4 snack vending machines at regularly assigned work locations.
- 5
- 6 3. Parking facilities shall be provided for the employees.
- 7
- 8 4. Employees required to submit to alcohol/drug screening or to a physical examination shall
9 be compensated as time worked. Any deliberate delay shall be disciplined accordingly.
- 10
- 11 5. All applicable drivers shall be provided materials which are necessary for required cleaning
12 of the school vehicles.
- 13
- 14 6. When uniforms, safety shoes, and safety goggles are required the Employer shall provide
15 them without cost to the affected employees who shall be responsible for their security; fifty
16 percent (50%) of the cost shall be provided when safety shoes are not required by the
17 Employer for service maintenance and mechanic employees. The Employer shall be
18 responsible for determining the appropriate number of uniforms, safety shoes, and safety
19 goggles to be distributed to the affected employees.
- 20
- 21 7. The Employer shall provide outerwear specific to the assignment for those maintenance
22 employees required to regularly work outside during winter months; rainwear shall be
23 provided for bus drivers/special needs transportation assistants operating lift buses upon
24 request from the employee.
- 25
- 26 8. Employees will provide advice and make recommendations with regard to uniforms and
27 tools.
- 28
- 29 9. Both parties endorse the shared decision making process and agree that employees will
30 be involved in decisions which affect their working conditions at their regularly assigned
31 work location.
- 32

33 ARTICLE 8 - SAFETY

- 34
- 35 1. The Employer shall be responsible for providing and maintaining a safe place of
36 employment. The employee shall be responsible for reporting observed unsafe or
37 hazardous practices or conditions to the immediate supervisor or appropriate administrator
38 who shall contact duly qualified personnel who will make a timely inspection and take
39 steps to remedy the condition.
- 40
- 41 2. The Employer shall investigate reports by employees of unsafe or hazardous practices or
42 conditions made on the appropriate safety form and shall provide a written response to
43 such reports.
- 44
- 45 3. Employees shall not be required to work under conditions determined by qualified
46 administrative personnel to be detrimental to their health, safety and well-being. To this
47 end, each employee has the responsibility to cooperate and to encourage others to work in
48 a safe manner.
- 49
- 50 4. Employees shall use and maintain the safety equipment and protective devices furnished

1 and required by the Employer necessary to meet recognized safety standards. Infectious
2 clean-up kits will be included on all school buses.

- 3
- 4 5. Employees, individually and through the Union, shall be entitled to present advice and
5 make recommendations to the Employer with respect to improving safety awareness and
6 practices associated with their work assignments.
- 7
- 8 6. Employees shall not be required to search for bombs.
- 9
- 10 7. Employees shall not be required to enter alone after dark into closed (retired from active
11 service) school buildings. A second person will be provided upon request.
- 12
- 13 8. The Employer and employees shall work together in a cooperative and mutually supportive
14 manner to fairly and equitably enforce the Uniform Code of Student Conduct.
- 15
- 16 9. One employee per shift in each garage and at each maintenance shop may be designated
17 to attend and participate in first aid training with bus driver/special needs transportation
18 assistant employees.
- 19
- 20 10. The Employer shall establish a Uniform Review Committee who will recommend standard
21 uniforms for employees who are required to wear uniforms. The committee shall include
22 employees nominated by the Union.
- 23
- 24 11. Bus drivers will be notified of any and all lawful information that impacts safe transportation
25 of students assigned to their routes.
- 26
- 27 12. A committee will be formed between the parties to address student management issues
28 during student transportation.
- 29
- 30 13. A bus driver/special needs transportation assistant will contact the bus compound
31 immediately should a student be delivered to the bus who he/she believes is unsafe to
32 transport. Bus compound personnel will contact school staff for resolution. Should the
33 bus driver/special needs transportation assistant be dissatisfied with the resolution, he/she
34 may move to the grievance procedure.

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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 service¹ order.
2. Employees who apply on the appropriate forms within the established timelines shall be

¹ 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.

1 considered for work as temporary employees in seasonal jobs between their regularly
2 scheduled work years for what the Employer deems them best qualified after laid-off
3 personnel have been considered.
4

- 5 3. Employees chosen for temporary employment between their regularly scheduled work year
6 shall be presumed to have committed to the duration of the assignment and the Employer
7 shall have no obligation for considering them for any other extra employment.
8
- 9 4. Those chosen as temporary employees for extra employment assignments shall be paid
10 from the salary schedule currently in effect for temporary employees as of the time the
11 services are rendered except for bus drivers, special needs transportation assistants and
12 food service drivers who shall be paid their regular hourly rate.
13
- 14 5. Employees, when working in summer temporary employment, shall be covered by Articles
15 1, 2, 3, 9 and 21 exclusively.
16
- 17 6. After submitting an exception sheet for time worked in excess of regular daily hours, the
18 employee must be notified before the end of the pay period if it is rejected.
19
- 20 7. Bus drivers/special needs transportation assistants whose run is shortened due to
21 cancellation of Community Based Instruction or Speech Services, will be given priority for
22 extra runs, based on time/mileage efficiency and assignment seniority.
23
- 24 8. Bus drivers/special needs transportation assistants who express written interest in extra
25 runs will be selected for these assignments first based on time/mileage efficiency, and then
26 rotating assignment seniority. Those employees receiving the extra work names shall be
27 posted on the board for all other employees to view and be notified of.
28
- 29 9. Employees may express written interest on a voluntary basis for consideration for extra
30 work. Selection will be in accordance with the provisions of the Agreement.
31
32

33 ARTICLE 10 – COMPENSATION 34

35 Compensation percentage increase equal to the percentage increase applied to the JCTA salary
36 schedule, not to include any other compensation modifications to any other bargaining
37 agreements, for the 2012 – 2013 school year. Compensation will be re-opened for negotiations
38 for the 2013 – 2014 school year and each subsequent year unless bargained otherwise.
39

40 Section A Wages/Wage Rates 41

- 42 1. Paydays shall be on a biweekly basis normally every other Friday except when they fall on
43 paid holidays in which case they shall be preceding workday.
44
- 45 2. The Union shall be entitled to submit and discuss with the Employer information, opinions,
46 and proposals on wage rates which shall not be reduced except as a result of balancing
47 the budget.
- 48 3. Career incentive increments shall be credited for experience as recognized by the
49 Employer for service performed in permanent full time position.
50

1 4. For anyone hired after July 1, 1992 the following applies: individuals who are placed in a
2 full time position will be placed on step "00". After one (1) year of service they will be
3 eligible for step 0 of the IB salary schedule. Direct deposit will be mandatory for any
4 employee hired after July 1, 2004.

5
6 2% increase on the salary schedule effective July 1, 2004; additional 1% increase on the salary
7 schedule effective January 1, 2005.

8
9 The parties agree that for the duration of this bargaining agreement (July 1, 2004 through June
10 30, 2007) that all percent wage increases/s and/or benefit/s (included in Article 10 –
11 Compensation, Sections A, B, E) provided to Jefferson County Public School bargaining unit/s,
12 shall be provided equally to employees in this bargaining unit.

13
14

1 Career incentive increments for credited experience as recognized by the Employer.

	<u>2012-2017</u>
	per hour
2. After 15 years	\$.20
3. After 20 years	plus \$.11
4. After 25 years	plus \$.12

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

12 Section B Insurance and Retirement

- 15 1. Health and hospitalization insurance on single premium basis or same premium dollar
16 amount for Health Maintenance Organization - when full premium paid by State.
- 18 2. \$20,000 term life insurance - when full premium paid by State.
- 20 3. Term life insurance equal to one (1) times annualized earnings with \$50,000 maximum
21 computed from appropriate placement on the Job Family I B Salary Schedule - full
22 premium paid by Employer.
- 24 4. Workers compensation - full premium paid by Employer.
- 26 5. Long-term disability insurance - full premium paid by Employer.
- 28 6. Unemployment compensation - full premium paid by Employer.
- 30 7. Liability insurance - full premium paid by Employer.
- 32 8. Voluntary Employee Group Insurance Program - full premium paid by employee through
33 payroll deductions (approved coverages recommended by Insurance Advisory Committee).
- 35 9. Social Security (FICA) - Employer Share
- 37 10. County Employees Retirement System (CERS) - Employer Share

39 Section C TB Tests and Medical Examinations

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

44 Section D Payroll Deductions

- 46 1. Metro United Way, United Negro College Fund, Fund for the Arts, and Crusade for
47 Children
- 49 2. Approved Tax-deferred Annuities

- 1 3. Credit Union payroll deductions for employees to save or repay loans
- 2
- 3 4. Democrat/Republican/Independent Voter Education (DRIVE) in equal amounts per
- 4 deduction period for all participating employees
- 5
- 6

7 Section EF - Early Retirement Benefit

8

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

14
15 Should an employee's balance of unused sick leave fall below the number reached at the
16 thirtieth year of service, it is understood that the employee can continue to accrue sick leave and
17 will be paid up to a maximum of that reached in the thirtieth year.

18

19
20 ARTICLE 11 - LEAVES OF ABSENCE

21

22 Section A Sick Leave

23

- 24 1. Employees shall earn and be granted one (1) day sick leave per month or major portion
25 thereof, not to exceed twelve (12) days annually. Unused sick leave shall be accumulated
26 without any maximum.
- 27
- 28 2. Sick leave with pay will be granted to employees if the employee presents a personal
29 affidavit or a certificate of a reputable physician when they are incapacitated for the
30 performances of their duties because of sickness or injury, or in case of serious illness in
31 the employee's immediate family¹. The immediate family consists of employee's spouse,
32 children, parents, spouse's parents without regard to the location of the residence of said
33 relative and including step status of any of the above.
- 34
- 35 3. Sick leave may be taken in whole days only, except that an employee may take one-half
36 (1/2) day sick leave for personal illness or the illness of immediate family not more than six
37 (6) times per work year. A written verification of illness from an attending physician shall
38 be submitted upon return to work in order to be paid for the third, fourth, fifth, and sixth half
39 day. Abuse of sick leave may subject an employee to progressive discipline up to and
40 including discharge.
- 41
- 42 4. When an employee becomes ill on the job, the employee may choose to take sick leave, if
43 accrued, or to be excused without pay for the time not worked. Disciplinary action shall not
44 be taken in these circumstances unless determined to be abusive.
- 45
- 46 5. To receive paid sick leave employees shall communicate with their administrative unit
47 director/designee no later than one (1) hour before the beginning of the shift for bus drivers

¹ "Immediate family" means the employee's spouse, children, including step- children, parents and spouse's parents without regard to the location of the residence of said relative.

1 and special needs transportation assistants and thirty (30) minutes for all other employees.
2 An employee shall not be required to call each day of a prolonged absence provided the
3 employee has informed the administrative unit director/designee during the initial
4 notification of the specific days of anticipated absence. Failure to provide timely notice of
5 any absence may result in denial of sick leave.
6

- 7 6. After using the maximum number of verified Emergency Leave allotted in Section C, an
8 employee may be granted up to three (3) days sick leave for verified emergency situations
9 as defined in Section C. These shall not be counted as occurrences.
10
- 11 7. If an employee uses all accumulated sick leave and is still unable to return to assigned
12 duties, prior to its expiration, the employee may apply for and be placed on unpaid medical
13 leave of absence at which time it becomes the responsibility of the employee to assume
14 the payment of all insurance premiums not provided for in the Family and Medical Leave
15 Act, if eligible.
16
- 17 8. A physician's written verification of illness from an attending physician shall be submitted
18 upon return to work in order to be paid if the absence is on or after the fourth occurrence of
19 absence within the work year. Leaves of absence for purposes of Worker's Compensation
20 or Family Medical Leave Act shall not count as occurrences and shall not be used for
21 purposes of attendance on evaluation.
22
- 23 9. Unused sick leave will not be paid upon layoff, resignation, or discharge of employees.
24
- 25 10. A physician's written verification of illness from an attending physician shall be required for
26 each absence of three (3) or more consecutive days.
27
- 28 11. A sick leave bank will be established into which employees may voluntarily contribute one
29 (1) day from their accumulated sick leave during an annual open window period. Only
30 voluntary contributors shall qualify for use of leave in the bank according to standards
31 consistent with those applying to use a regular sick leave. A committee composed of
32 employees selected by the Union will be responsible for approving use of sick leave in the
33 bank by employees who have exhausted all forms of leave.
34

35 Section B Medical Leave

- 36
- 37 1. When an employee has been advised by a physician or otherwise knows of an interruption
38 in ability to work because of known or anticipated medical reasons, the employee shall
39 notify the supervisor and the Department of Personnel Services and upon request be
40 granted an unpaid medical leave of absence. Such notice shall be in writing and
41 accompanied by a Certification of Health Care Provider form indicating the anticipated date
42 of interruption in ability to work, whether the employee may resume the assignment and the
43 anticipated date of return. The employee shall not continue to work past the date indicated
44 in the Certification of Health Care Provider form.
45
- 46 2. Medical Leave of absence may be granted for a period of one (1) year or less and renewed
47 for up to one (1) additional year. At the end of the second year, if the employee is unable
48 to return to work, the employment shall be terminated.
49
- 50 3. A position shall be kept available for the employee to resume duties within the job

1 classification following return from medical leave provided:

- 2
- 3 a. such position has not been eliminated during the employee's absence for any valid
 - 4 reason,
 - 5 b. the employee's planned absence does not exceed ninety (90) scheduled work days;
 - 6 an employee must return to work for a minimum of 20 days to re-start the 90 day
 - 7 count,
 - 8 c. the employee would not have been laid off had leave not been taken, and
 - 9 d. the employee is medically able to fulfill the duties of the position.

10

11 After the ninety (90) days the employee will be placed on a list for assignment to open

12 positions when they become available.

- 13
- 14 4. Time for which an employee qualifies for workers compensation payments while on
 - 15 medical leave directly resulting from accidents sustained in the course of fulfilling job
 - 16 responsibilities shall count as service time for purposes of salary step placement when
 - 17 combined with regularly paid days. A maximum of one (1) step shall be allowed for those
 - 18 on workers compensation effective from July 1, 1981.
- 19
- 20 5. Employees who qualify for and are awarded workers compensation payments shall be
 - 21 placed on medical leave with unused sick leave coordinated with the workers
 - 22 compensation payments so as to sustain the level at a total of 100% regular wages.

23

24 Section C Emergency Leave

25

26 Each employee shall be credited with two (2) days of paid emergency leave per year which will

27 not accumulate from year-to-year. Emergency leave shall be granted in units of full days. Proof

28 of nature of emergency shall be required.

29

30

31 Reasons for granting emergency leave with pay shall be:

- 32
- 33 1. death or funeral of relative by blood or marriage (specify relationship), and
 - 34
 - 35 2. emergency situations resulting from natural disasters; i.e., tornado, flood, primary dwelling
 - 36 fire, etc. (specify exact reason).

37

38 Section D Personal Leave

39

40 Each employee shall be credited with three (3) days personal leave per year which may be used

41 at the employee's discretion except that personal leave may not be taken during the five (5) days

42 just before the school term, the first five (5) days of the school term, during one two-week state

43 testing cycle per school year, the day before and after days schools are closed for holidays and

44 spring break except under extenuating circumstances, scheduled in-service days, or on the last

45 five (5) days of the school term. The following procedures are to be used in order to apply for

46 and use personal leave:

- 47
- 48 1. the employee must make the request in writing no sooner than July 1 of the school year in
 - 49 which the leave will be taken and no less than forty-eight (48) hours in advance on the form
 - 50 provided for that purpose, except when the need for the leave is due to documented

1 personal emergencies such as broken water lines, sewer backups, malfunctioning home
2 heaters, and legal business which can not be transacted outside work hours;

- 3
- 4 2. the request must be approved in writing by the employee's immediate supervisor or
5 appropriate administrator on the basis that the employee's absence will not interrupt or
6 impede the work program; and
 - 7
 - 8 3. the supervisor shall notify the employee of approval/denial within one (1) workday from
9 submission of request and, upon request, will provide a written statement of reasons for
10 denial of this leave within five (5) workdays.
 - 11

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

13
14 Section E Child Rearing/Adoption/Dependent Convalescence Leave

- 15
- 16 1. An employee presenting the required evidence shall upon written request to the
17 Department of Personnel Services be granted an unpaid leave of absence necessary to
18 meet child adoption requirements and for the rearing of the employee's pre-school
19 child(ren) or other child or dependent parent or spouse who is unable to care for self in
20 which case a physician's statement may be required.
 - 21
 - 22 2. A single child rearing/adoption/dependent parent or spouse convalescence leave shall be
23 granted for a period of no less than forty-five (45) days and no more than two (2)
24 consecutive work years or major portions thereof, except that such leave may be taken for
25 less than forty-five (45) days if the employee has exhausted all sick leave and the need is
26 directly related to the illness of the child/dependent.
 - 27 3. A position shall be kept available for the employee to resume duties within the job
28 classification following return from the leave provided:
 - 29 a. the employee had requested in writing that a position be kept available at the time the
30 leave was requested,
 - 31 b. such position has not been eliminated during the employee's absence for any valid
32 reason,
 - 33 c. the employee's planned absence does not exceed sixty (60) scheduled work days, and
 - 34 d. the employee would not have been laid off if leave had not been taken.
 - 35
 - 36

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

39
40 Section F Jury Duty

41
42 An employee who serves on a jury in any duly constituted local, state or federal court shall be
43 granted paid leave less any compensation received as jury pay, for the period of actual jury
44 service.

45
46 Employees claiming pay for jury duty leave shall comply with the following procedures:

- 47
- 48 1. A copy of the jury subpoena must be provided to the employee's immediate supervisor or
49 appropriate administrator promptly upon receipt of such subpoena involving jury duty
50 service.

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

Section G Court Appearance Leave

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.

- 1 6. Immediate supervisors or administrative unit directors shall encourage employees to use
2 vacation leave days and not forfeit them. Accumulated vacation leave shall be scheduled
3 by the immediate supervisors or administrative unit directors in accordance with:
4 a) seniority preference of the employees, and
5 b) operating requirements of the Employer.
6
- 7 7. Upon the separation/termination of an employee cash payment shall be made for accrued
8 vacation at the employee's scheduled wage rate prior to the date of change.
9

10 Section J Holiday Leave

11
12 Twelve-month/260-day employees shall be granted nine (9) paid holiday leave days and less
13 than twelve-month employees shall be granted four (4) paid holiday leave days according to the
14 Employer's policy and procedure with the exception of employees assigned to the 4 day, 10
15 hours per day work shift who shall earn leave on a pro-rated basis.
16

17 Section K Political Activity Leave

- 18
19 1. Upon written request an unpaid leave of absence may be granted to an employee for not
20 less than thirty (30) days or more than two (2) work years or major portions thereof for the
21 purpose of campaigning for or serving in public office once the employee becomes a
22 candidate for such office.
23
- 24 2. A position shall be kept available for the employee to resume duties within the job
25 classification following return from leave provided:
26
 - 27 a. the employee had requested in writing that a position be kept available at the time the
28 leave was requested,
 - 29 b. such position has not been eliminated during the employee's absence for a valid
30 reason,
 - 31 c. the employee's planned absence does not exceed sixty (60) scheduled work days, and
32 d. the employee would not have been laid off had leave not been taken.
33

34 After the sixty (60) days the employee will be placed on a list for assignment to open
35 positions within the job classification when they become available.
36

37 Section L Training Leave

38
39 Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or
40 more than twelve (12) months may be granted to an employee for purposes of attending a
41 training program approved by the Employer.
42

43 Section M Service Agent Leave

44
45 The Employer will, upon request, grant a full-time leave for the employee designated by the
46 Union as the Service Agent, without loss of salary, seniority, step increment, or Employer paid
47 fringe benefits, subject to reimbursement to the Employer by the Union of all costs more than
48 one-half of the 2004-05 base salary of the designated service agent. The amount designated as
49 one-half of the 2004-05 base salary shall remain the amount of the Employer's contribution in
50 subsequent years.

1
2 Following the leave the employee will be returned to the assignment held prior to leave. In the
3 event that assignment is not available, the employee will be given a comparable assignment.
4

5 Section N Length of Consecutive Leaves of Absence
6

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

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

16 Section O Notarizing Leave Affidavits
17

18 The Employer shall provide notary services without charge to employees required to submit
19 personal affidavits for leaves.
20

21 Section P Resumption of Benefits Following Leave
22

23 Unused accumulated sick leave shall be restored to the employees resuming service following
24 approved leave. Employees shall be responsible for making arrangements to continue
25 insurance benefits when they would otherwise be interrupted by the approved leave.
26

27
28 ARTICLE 12 - ASSISTANCE IN ASSAULT¹
29

30 The Employer shall provide assistance and support to an employee in case of alleged assault
31 while the employee is fulfilling assigned duties when such assault arises out of and directly
32 results from employment responsibilities.
33

34 Section A General Assistance
35

- 36 1. The immediate supervisor shall, on the form provided, report any case of alleged assault
37 on an employee to the appropriate administrator who shall acknowledge receipt of such
38 report.
39
- 40 2. The Employer will notify the employee of its readiness to actively assist and assume
41 responsibilities as follows:
42
 - 43 a. Obtain from police, immediate supervisor, employees and others relevant information
44 concerning the alleged assault and offenders; and
 - 45 b. Take an active role as liaison between the police, courts and mediation.
46

47 Section B Legal Counsel
48

¹ As defined in criminal laws of Kentucky.

1 Legal advice shall be offered in any criminal action taken by the employee in connection with the
2 alleged assault and assistance in court appearances may be provided when requested by the
3 employee and sanctioned by the Employer.
4

5 Section C Court Appearances

6
7 Time required for a summoned appearance in any criminal aspect of a legal proceeding
8 connected with the alleged assault on an employee sustained in the course of fulfilling
9 employment responsibilities shall be granted as leave and shall not be deducted from sick or
10 emergency leave days when the employee has promptly provided a copy of the summons,
11 complaint, or other legal paper to the immediate supervisor.
12

13 Section D Compensation

14
15 There shall be no loss of wages to an employee for work time lost because of personal injury
16 incurred from an assault on the employee while in performance of assigned duties for a period up
17 to and including one hundred eighty-five (185) days subsequent to the first day of absence related
18 to the assault. The one hundred eighty-five (185) day period will not be deducted from sick leave.
19 For periods longer than one hundred eighty-five (185) days the reimbursement for lost wages
20 shall be limited to benefit programs such as workers compensation. Employees shall be
21 reimbursed for the costs of medical, surgical, hospital or rehabilitative services up to the amount
22 of any insurance reimbursement to which the employee is entitled under coverage provided by the
23 Employer and/or State for personal injury incurred as the result of an assault sustained in the
24 course of employment.
25

26 Section E Employer Approved Physician

27
28 If there is a question about the ability of the employee to perform duties, the employee may be
29 required to select a physician for examination from a panel of qualified physicians approved by
30 the Employer. All consulting and examination fees resulting from these examinations shall be
31 paid by the Employer.
32
33
34

35 ARTICLE 13 - EMPLOYER PROVIDED TRAINING

- 36
37 1. The Employer shall provide an opportunity for employees to offer advice, suggestions, and
38 opinions during the planning of employee training opportunities.
39
- 40 2. Employees shall be compensated for required training.
41
- 42 3. The Employer shall establish a Training Committee who will recommend training
43 opportunities for employees on a voluntary basis to strengthen their capabilities and skills
44 in fulfilling their assigned duties and in qualifying for other assignments. The committee
45 shall include employees nominated by the Union.
46
- 47 4. School bus driver/special needs transportation assistant employees will be given an
48 opportunity to voluntarily participate in student discipline-related training prior to any formal
49 disciplinary action.
50

- 1 5. All CDL and similar regulatory changes will be explained prior to the regulations becoming
2 effective, when the information is available to do so.
3

4 ARTICLE 14 - EVALUATION
5

- 6 1. The performance of employees shall normally be evaluated in writing every three (3) years,
7 provided the employee has completed four (4) years of service based on performance
8 expectations for holding the job.
9
- 10 2. The evaluation shall be based only upon information gained over a period of time through
11 direct observation, from personal knowledge, or from any source which is demonstrable as
12 fact.
13
- 14 3. All observation for evaluation or work performance shall be conducted in an open and
15 non-secretive manner.
16
- 17 4. The evaluator shall cite strengths as well as weaknesses in performance. Weaknesses
18 are to be identified early and brought to the employee's attention so that corrections can be
19 attempted prior to the summative evaluation.
20
- 21 5. The evaluator shall not use any information of a derogatory nature in the evaluation of an
22 employee unless the employee is: (a) provided the information within fifteen (15) days of
23 its receipt by the Employer; and (b) provided the opportunity to submit a written response.
24
- 25 6. A copy of the employee's performance evaluation shall be made available to the employee
26 at the time of the evaluation, and whenever possible, shall be reviewed with the employee
27 by the appropriate evaluating supervisor within ten (10) days of the evaluation.
28
- 29 7. The employee being evaluated shall have the right to review the evaluation and file a
30 statement for attachment to it within ten (10) days providing a copy to the evaluator and
31 may file a grievance within the appropriate timelines.
32
- 33 8. The employee shall sign all evaluations which indicates only that the employee has seen
34 and received a copy.
35
- 36 9. Any review of the evaluation forms shall involve employees nominated by the Union.
37
- 38 10. The Union shall be entitled to participate in the Employee Performance Evaluation Review
39 Committee designed to study, review and revise procedures, forms and standards for
40 evaluating job performance of employees.
41
- 42 11. Bus drivers/special needs transportation assistants are to be given their evaluation fifteen
43 (15) working days before the end of the school year.
44

45 ARTICLE 15 - DISCIPLINE AND DISCHARGE
46

- 47 1. The Employer shall have the right to discipline or discharge employees for just cause.
48 However, any disciplinary action taken for minor infractions shall be progressive and
49 dependent upon the seriousness of the offense and the employees service record will
50

1 include:
2

- 3 a. oral warning;
- 4 b. written warning;
- 5 c. written reprimand;
- 6 d. suspension without pay (five (5) days or pending completion of investigation and
7 decision); probation; reassignment and/or transfer; and/or;
- 8 e. discharge.

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

13
14 Written notice of disciplinary action, suspension, or discharge, setting forth cause shall be
15 given the employee. The Union shall be notified of any suspension without pay or
16 discharge.

17
18 No employee shall be disciplined, suspended or discharged because of race, color, sex,
19 age, disability, veteran status, national origin, marital and parental status, religion, political
20 beliefs, sexual orientation or membership in any labor or lawful affiliated organization.

21
22 2. No employee shall be issued written reprimands, suspended without pay, placed on
23 probation, reassigned and/or transferred, or discharged unless:

- 24 a. the employee could reasonably have been expected to know that disciplinary action
25 for the conduct was possible;
- 26 b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe
27 operation of the district;
- 28 c. a fair and objective effort has been made to identify the facts and the decision is
29 based on evidence;
- 30 d. the discipline is applied equitably and without favoritism or discrimination; and
- 31 e. the degree of discipline is reasonably related to the seriousness of the charges against
32 the employee and the employee's service record.

33
34
35 3. After due process the following causes and others comparable in seriousness can cause
36 immediate discharge without warning:

- 37 a. dishonesty,
- 38 b. immoral conduct,
- 39 c. insubordination or supervision-directed disrespectful conduct,
- 40 d. fighting while on the Employer's premises or during duty hours,
- 41 e. on-duty "horseplay" of such a nature as to be capable of causing personal injury or
42 property damage,
- 43 f. drinking or being under the influence of alcoholic beverages while on the Employer's
44 premises or during duty hours,
- 45 g. possession or use or being under the influence of narcotics or hallucinatory drugs,
- 46 h. carrying a deadly weapon while on the Employer's premises or during duty hours,
- 47 i. falsification of the Employer's records and reports,
- 48 j. willful or negligent damage of the Employer's property,
- 49 k. failure to report an accident, and
- 50

- 1 I. failure to maintain credentials and licenses required for the job assignment.
- 2
- 3 4. It is understood and recognized by the parties that it shall be cause for discharge if an
- 4 employee is given three (3) written reprimands in a twelve (12) month period in active pay
- 5 status.
- 6
- 7 5. Any information used in disciplinary action shall be made available to the employee upon
- 8 employee's request.
- 9 6. When probation, reassignment and/or transfer, suspension without pay, or discharge is
- 10 involved the employee, upon request, shall be granted a meeting with the person
- 11 administering the action prior to it being taken at which time the employee may have a
- 12 representative of the Union present.
- 13
- 14 7. It shall be the objective of those taking disciplinary action and of the employees that they
- 15 handle their roles in such a manner as will avoid embarrassment.
- 16
- 17 8. An employee shall be notified of the allegation and offered an opportunity to have a
- 18 representative of the Union present in any investigative conference leading to discipline.
- 19 This shall not be construed as permission for the employee to refuse to meet with
- 20 supervisors at the time and date scheduled nor as authorization for Union representation at
- 21 other types of meeting.
- 22
- 23

24 ARTICLE 16 - PERSONNEL FILES

- 25
- 26 1. No documents except those listed below shall be placed in an employee's personnel file:
- 27
- 28 a. Evaluations, reprimands and commendations
- 29 b. Payroll records
- 30 c. Change of Status forms, Re-Election forms, transfer forms, requests/approvals of
- 31 Leaves of Absence and related correspondence
- 32 d. Transcripts, Official Notifications from universities/colleges
- 33 e. Contracts of employment, job offers, responses to job offers
- 34 f. Previous employment data
- 35 g. Applications, references, resumes, and verification of experience and training
- 36 h. Tests taken for a job
- 37 i. Licenses or certifications required for a position
- 38 j. Military service records
- 39 k. Investigative reports and records related to pre-employment and potential disciplinary
- 40 action which reach a conclusion
- 41 l. Police checks and arrest/court records
- 42
- 43 2. An employee shall have the right to view the contents of the personnel file except for
- 44 previous employment data, references, and letters of recommendation at which time a
- 45 representative of the Union may be present when requested by the employee. At the
- 46 employee's request and expense the employee will receive a copy of any document in the
- 47 employee's file except for previous employment data, references and letters of
- 48 recommendation.
- 49
- 50 3. There shall not be established a separate confidential personnel file outside of the

4 ARTICLE 17 - ASSIGNMENT
5

6 Section A Bus Driver Employees
7

- 8 1. Prior to the opening of school, the Employer will, through the area pupil transportation
9 coordinators or their successors, post available route assignments showing the schools to
10 be served and the approximate number of paid hours normally and routinely associated
11 with the route assignment.
12
- 13 2. The route assignments will be made after the bus driver/special needs transportation
14 assistant employees have been provided the opportunity to select by length of service a
15 route under the jurisdiction of their coordinator. Bus driver/special needs transportation
16 assistant employees will not be entitled to change assignments after they have been made
17 for the school year except as provided in item #3. Bus drivers/special needs transportation
18 assistants who are not qualified when route assignments are selected, shall be ineligible to
19 select a route until qualified.
20
- 21 3. The Union shall have one representative on each interview committee for positions within
22 the bargaining unit. This does not apply to substitute bus drivers and substitute special
23 needs transportation assistants moving into the bargaining unit.
24
- 25 4. Those employees having paid route assignment time reduced after the initial selection by
26 twenty (10) minutes or more will be entitled to re-select, by length of service, from among
27 those routes affected. Every reasonable effort will be made to complete route sheets and
28 time determination forms as soon as practicable in order to make appropriate adjustments
29 in route assignment time. Bus driver/special needs transportation assistant employees will
30 have a one-time opportunity to bid on routes which become available under the same
31 coordinator through September due to resignation and/or retirement before they are
32 declared vacant. Vacant routes resulting from such bid reassignment will not be staffed by
33 the bid process. Employees may be granted a bid reassignment only once in any work
34 year.
35
- 36 5. Additional available midday kindergarten, vocational, special shuttle and after-school
37 activity runs offered after route assignments have been made will be posted within the
38 individual compounds. Except on a temporary basis, these runs will be assigned after the
39 bus drivers have been provided the opportunity to select from among the additional runs by
40 length of service. Length of service¹ will prevail provided the run selected does not result
41 in overtime or mileage/time inefficiency.
42
- 43 6. Except for emergencies, extra runs offered daily will be by length of service order to bus
44 drivers within the compounds wanting them provided such assignments do not result in
45 overtime or mileage/time inefficiency.
46

¹ 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.

- 1 7. In emergency situations, Special Needs Transportation Assistants will be temporarily
2 reassigned to other runs based on assignment seniority.
3
4

5 Section B Opportunities for Other Assignments
6

- 7 1. Employees who apply in writing within the established timelines will be considered for
8 vacancies in other job classifications, within the representation unit, and will be assigned to
9 such vacancies provided they:
10
11 a. have demonstrated the required overall capabilities and work habits;
12 b. have attained and maintained the required license and skill levels needed for the
13 particular type of work to be performed;
14 c. have successfully completed required training and experience specific to the
15 assignment; and
16 d. meet the requirements of affirmative action.
17
18 2. Employees who apply for jobs in these vacancies which would result in a salary increase
19 from either a longer work year or higher salary grade will be given preference when their
20 qualifications as shown in 1 a thru d are equal to or better than applicants not already
21 employed by the school system. The same preference will be extended to those
22 employees applying for equal or lesser rated vacant positions.
23
24 3. After five (5) years of employment, Mechanics who do not maintain the minimum ASE
25 qualifications will be allowed six (6) months to retest, regardless of the testing certification
26 offered, before the employee is removed.
27

28
29 ARTICLE 18 - TRANSFERS/JOB BIDDING
30

31 Section A Bus Drivers/Special Needs Transportation Assistants
32

- 33 1. Employees who request a transfer on-line within the established timelines will be
34 transferred within their job classification from one work location to another when there are
35 openings provided this results in the operational needs of the school system being met
36 using the following criteria:
37
38 a. length of service¹ preference of the employee;
39 b. the attainment and maintenance of required skill levels by experienced employees
40 needed for the particular type of work to be performed;
41 c. specific training for the current and requested assignments;
42 d. the number of employees with the required skills and training needed for the shift; and
43 e. affirmative action.
44
45 2. At least two (2) weeks before the timelines for requesting transfers, all known openings
46 which need staffing for the forthcoming year will be posted at the work locations where

¹ 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.

1 potentially affected employees are assigned. A list of such openings will be provided to the
2 Union.

- 3
- 4 3. Employees desiring a transfer must complete all data requested on the form and file it with
5 the Department of Personnel Services no later than the established timeline. Employees
6 will be entitled to list in order of preference up to five (5) work locations to which they wish
7 to be transferred.
- 8
- 9 4. The employees will be ranked on the transfer list according to their length of service. A
10 copy of the transfer list will be provided to the Union. The highest preference available will
11 be granted to the employee when the transfer is made according to item #1.
- 12
- 13 5. The processing of a transfer will remove the employee from the transfer list. The employee
14 will be notified in writing when the transfer is awarded. The transfer is considered complete
15 when it is made on paper unless the employee has previously notified the Department of
16 Personnel Services in writing that the request has been withdrawn.
- 17
- 18 6. Transfers will be made from these procedures up to the staff adjustment timeline. These
19 procedures will not expire earlier than five (5) days before school starts.
- 20
- 21 7. Transfers that became available for the next school year will be posted fifteen (15) working
22 days before the end of school.
- 23
- 24 8. Bus Driver transfers into Special Needs will be conducted as follows: The most senior bus
25 driver on the current voluntary transfer list for Special Needs will be transferred to any bus
26 driver vacancy in Special Needs created during the school year. The subsequent vacancy
27 will not be subject to transfer. After March 1, transfers will be granted effective at the
28 beginning of the following school year.

29

30 **Section B All Others**

- 31
- 32 1. Any job subject to transfer will be placed in the Job List for 5 days. Employees who request
33 a transfer will be transferred within their job classification from one work location to another
34 when there are openings provided this results in the operational needs of the school system
35 being met using the following criteria:
- 36
- 37 a. length of service¹ preference of the employee;
- 38 b. the attainment and maintenance of required skill levels by experienced employees
39 needed for the particular type of work to be performed;
- 40 c. specific training for the current and requested assignments;
- 41 d. the number of employees with the required skills and training needed for the shift; and
- 42 e. affirmative action.
- 43
- 44 2. Open positions shall be posted by shift at least five (5) days on a district-wide basis in order
45 to allow employees to request transfers. Such transfer requests shall be considered
46 according to Section B, item 1.

¹ 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.

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.¹
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

¹ 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.

1 reduction in force shall be restored to positions within that job classification in seniority order.

2
3 Section C Laid-off employees requesting it in writing shall be considered for filling openings in
4 job classifications they have not previously held before these are posted as vacancies for
5 applicants not currently employed by the Employer. If the employees are equally qualified,
6 seniority shall be a determining factor.

7
8 Section D Laid-off employees who have taken other full-time employment must confirm
9 notification of recall within twenty-four (24) hours.

10
11 Section E Laid-off employees shall furnish to the Employer their current address and telephone
12 number to which all communication shall be directed while they are on layoff.

13
14 Section F While the employee is laid off, the employee will have the option at the employee's
15 expense to remain an active participant in all Employer and State paid insurance benefit
16 programs to the extent they are available to the employee from the carriers.

17
18 Section G Employees on layoff may apply for employment as a substitute within a job
19 classification
20 and when qualified shall be given preference before other substitute applicants are employed.

21
22 Section H Upon return to active employment within the nine (9) calendar months following
23 layoff, the employee shall be credited with unused accumulated sick leave and will be placed on
24 the proper grade and step of the current salary schedule.

25
26 Section I An employee shall be removed from the recall list after two (2) consecutive years in
27 layoff status.

28
29 Section J The Union shall be provided a list of the names and job classifications of laid-off
30 employees.

31
32 ARTICLE 20 - CALENDAR

33
34 The Superintendent shall appoint two (2) employees to serve on the School Calendar Committee
35 from among those nominated by the Union. The employees as full members will offer
36 suggestions and make recommendations with respect to the development of the Annual School
37 Calendar.

38
39 The Superintendent's recommendation to the Board pertaining to the adoption of the Annual
40 School Calendar will be provided in advance to the Union.

41
42
43 ARTICLE 21 - GRIEVANCE PROCEDURE

44
45 Section A Definition

- 46
47 1. Grievance means an alleged violation of the express terms of a specific provision(s)
48 contained within this Agreement. Any alleged complaint or grievance which arose while the
49 employee was in initial probationary status may not be processed as a grievance after
50 completion of the probationary period.

- 1
2 2. Grievant means the person(s) or Union making the allegation or complaint.
3
4 3. Written grievances provided for herein must contain the following:
5
6 a. Signature(s) of the grievant(s);
7 b. Specific statement of allegation of violation;
8 c. Synopsis of the facts giving rise to the alleged violation;
9 d. The specific provisions of this Agreement alleged to have been violated;
10 e. Date of the alleged violation; and
11 f. Specific relief or remedy requested.

12
13 A written grievance not substantially in accordance with these requirements may be
14 rejected as improper.
15

16 Section B Purpose

17
18 The purpose of this Grievance Procedure is to resolve at the lowest possible administrative level
19 by as informal proceedings as may be appropriate any grievances which may arise.
20

21 Section C Representation

22
23 The employee may have a Union representative present during any formal grievance meeting. If
24 the Union opts to represent the employee in a formal grievance meeting, notice shall be given
25 two (2) days in advance by the representative to the administrator conducting the meeting. The
26 Union representative shall have the right to be present at all Level III meetings.
27

28 Section D Informal Procedure

29
30 An employee who believes self to have been wronged by a violation of the express provisions of
31 this Agreement shall within five (5) days of its alleged occurrence meet and discuss the
32 complaint with the immediate supervisor with the objective of resolving it informally. If the
33 employee does not accept the immediate supervisor's disposition of the complaint which shall be
34 made within five (5) days the employee shall be entitled to file a formal grievance within five (5)
35 days after being informed of its disposition.
36

37 Section E Formal Procedure

38
39 A formal grievance shall be processed in accordance with the procedures outlined below:
40

41 Level I - Grievant/Principal or Unit Director: Within five (5) days after being informed of its
42 informal disposition, the grievant may advance the written grievance to the principal or
43 administrative unit director or other appropriate administrator. The administrator shall
44 discuss the grievance with the employee and any action that the supervisor believes could
45 be taken to resolve the grievance. The administrator shall provide a written decision to the
46 employee no later than five (5) days after receipt of the employee's formal grievance.
47

48 Level II - Grievant/Executive Director or Assistant Superintendent: Within five (5) days from
49 receipt of the Level I decision the employee may advance the written grievance to the
50 executive director or assistant superintendent or other appropriate administrator. The

1 administrator will investigate the allegation, review previously presented information and
2 the Level I response, meet with the employee, and shall provide a written decision to the
3 employee within five (5) days after receipt of the grievance.
4

5 Level III - Grievant/Superintendent or designee: Within five (5) days from receipt of the
6 Level II decision the employee may advance the written grievance to the
7 Superintendent/designee. The Superintendent/designee shall review previously presented
8 information and administrative decisions, conduct any necessary meetings and
9 investigations, and provide a written decision to the grievant within ten (10) days after
10 receipt of the appeal.
11

12 Level IV - Third Party: The Union may submit the written grievance to mediation by
13 notifying the Superintendent/designee within ten (10) days of receipt of the Level III
14 decision. The mediator shall be the person jointly selected by the Employer and the Union.
15

16 The mediator shall have authority to meet with the grievant and authorized representatives
17 of the Employer and the Union and make procedural rules consistent with this Agreement.
18 The mediator shall first make every reasonable effort to resolve the grievance as promptly
19 as practicable after the request for mediation. If unsuccessful, the mediator shall hold a
20 formal hearing and then issue a written decision within a reasonable time but no later than
21 thirty (30) days after the date of selection.
22

23 The mediator shall be without power or authority to alter, amend or modify any of the terms
24 of this Agreement or to offer any opinion or make any decision which is contrary to or
25 violative of the terms of this Agreement. The decision of the mediator shall be submitted in
26 writing setting forth findings of fact and conclusions and will be final and binding.
27

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

32 Section F Grievances Arising From Other Than Immediate Supervisor

33

34 An employee with a grievance arising from an action or inaction on the part of an administrator,
35 other than the immediate supervisor, may initiate a grievance using the same procedure and
36 timelines provided for in Sections D and E.
37

38 Section G Grievance Meetings and Hearings

39

40 All grievance meetings and hearings shall be closed except to the grievants, Union
41 representative(s), Employer representative(s), and essential witnesses.
42

43 Section H General Provisions

44

- 45 1. The time limits provided for in this Grievance Procedure shall be strictly observed unless
46 extended by mutual agreement by the Employer and the Union. Failure of the employee to
47 proceed with the complaint/grievance within the time limits provided shall result in its
48 dismissal. Failure of the administrator(s) to respond within the time limits provided shall
49 advance the grievance to the next step in the Grievance Procedure.
50

- 1 2. A grievance may be withdrawn by the employee at any time and at any step of the
2 Grievance Procedure; provided, however, the same grievance shall not be filed the second
3 time by the same employee after the grievance has been withdrawn.
4
- 5 3. The filing of a grievance shall in no way interfere with the responsibility of the employee to
6 fulfill assigned duties.
7
- 8 4. The commencing of a legal proceeding by an employee or the Union against the Employer
9 in a court of law or equity or any Federal or State administrative agency alleging
10 misapplication or misinterpretation of any provisions of this Agreement shall be deemed an
11 election of remedy and a waiver by said employee or Union of their right to resort to the
12 Grievance Procedure.
13
- 14 5. All official grievance records shall be kept separately from the personnel files.
15
- 16 6. Grievance forms shall be prepared by the Employer and reviewed by the Union which shall
17 have the responsibility for the distribution of the approved forms for filing grievances. The
18 costs of the grievance forms shall be borne by the Employer.
19
- 20 7. The Union shall be entitled to initiate with the appropriate administrator and process
21 through the Grievance Procedure a grievance within this Agreement specific to Union
22 rights and entitlements.
23
- 24 8. Grievance decisions and appeals under Section E shall be in writing with copies
25 transmitted promptly to the grievant, Union, and Superintendent/ designee(s).
26
- 27 9. The grievance procedure may commence at Level III in cases of discipline that include
28 suspension or discharge.
29
- 30 10. Employees denied benefits under Article 12, Assistance in Assault, may commence the
31 grievance process with the director of benefits.
32
33

34 ARTICLE 22 - INDIVIDUAL AGREEMENTS

35
36 The Employer agrees not to enter into any agreement or contracts with the employees,
37 individually or collectively, which in any manner conflicts with the terms and provisions of this
38 Agreement.
39

40 ARTICLE 23 - PRINTING

- 41 1. Copies of this Agreement shall be made available to employees on-line by the Employer.
42
- 43 2. The Employer shall furnish 500 copies to the Union for its use.
44
45

46 ARTICLE 24 - SAVINGS

47
48
49 Should an article, section or clause of this Agreement be determined by the appropriate agency
50 or court to be illegal or contrary to federal, state or local law or regulations, it shall be

1 automatically deleted. The remaining articles, sections and clauses shall remain in full force and
2 effect for the established duration, if not affected by the deleted article, section or clause.
3

4
5 ARTICLE 25 - DURATION
6

- 7 1. The Employer agrees to take such action as necessary to give full force and effect to the
8 provisions of this Agreement. The provisions contained within this Agreement supersede
9 and cancel any previous understandings or any duty of the Employer to continue any other
10 policy, rule, or practice and shall supersede any rules, regulations, or practice of the
11 Employer which are contrary. The Employer shall make no change in wage rates, hours of
12 work, overtime differentials and general working conditions or compensable benefits
13 specifically included in this Agreement without prior notification of and, to the extent
14 practicable, participation by the Union.
15
- 16 2. Either the Employer or the Union desiring changes, additions, or deletions in this
17 Agreement shall notify the other in writing after which a conference must be held within
18 thirty (30) days. Changes, additions, or deletions will be made only upon mutual consent of
19 both parties.
20
- 21 3. The provisions contained within this Agreement shall be effective from July 1, 2012 through
22 June 30, 2017.
23
- 24 4. This Agreement is made by and between the Employer and the Union on July 9, 2012.
25

1 Board of Education of Jefferson County, Kentucky

Diane L. Porter, Chairperson

Donna M. Hargens, Superintendent

Michael Raisor, Chief Operations Officer

Carolyn S. Meredith, Spokesperson
Director of Labor Management &
Employee Relations

2
3
4 International Brotherhood of Teamsters, Chauffeurs, Warehousemen
5 and Helpers of America, Local 783

John Stovall, Service Agent
Spokesperson

Diana Poteet, Chief Union Steward

Greg Mattingly, Chief Union Steward

Lee Masden, Chief Union Steward

6