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ARTICLE 4 - UNION RIGHTS

1. Dues deduction When requested by the Union, a plan shall be developed by which membership dues of those eligible for representation in the Union, the Kentucky Association of Educational Office Professionals, and the National Association of Educational Office Professionals may be payroll deducted and remitted to the Union. Membership dues for the Union will be deducted from each employee's paycheck monthly in sixteen (16) equal payments, from October through May, except for those who notify the Employer expressly and individually in writing during the first ten (10) days after eligibility for representation or during the first ten (10) days following the effective date of this Agreement that such dues are not to be deducted.

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

1 The Union shall save the Employer harmless against any claims, legal or otherwise,
2 which may arise there from. The Union retains the right to defend such claims.

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

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

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

41
42 All challenges must be in writing and must be mailed, delivered or filed not later than
43 sixty (60) days after receipt by the non-member employee of the notice. Upon receipt of
44 a challenge, the union shall deposit into an interest-bearing escrow account, separate
45 from all other union funds, the amount of all fair share fee payments received on behalf
46 of the challenging non-member employee that is placed in issue by the challenge. The
47 escrow agreement for the escrow account shall provide that the escrowed funds shall be
48 released from the escrow account only in compliance with the terms of an ultimate
49 arbitration award, Louisville Labor-Management Committee decision or final judgment of
50 a court, including any appeals, or by the terms of a mutually agreeable settlement
51 between the union and the challenging non-member employee.

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

8
9 3. The union shall indemnify and save harmless the Employer and its members, officers,
10 employees and agents against any liability that may arise out of or by reason of any
11 action taken by the Employer consistent with the foregoing provisions relating to the fair
12 share fee, including reasonable attorneys fees. In the event the Employer should be
13 held liable or responsible for repayment of any fair share fee amounts paid to the union
14 pursuant to the Agreement, the union shall reimburse such monies to the Employer.

15
16 4. Courier Service The Union shall have the right to use the district courier service to
17 communicate with employees covered by this Agreement only as permitted by U.S.
18 Postal regulations. Communications approved for distribution through the courier
19 service shall be specifically addressed to an individual and shall not include items of a
20 personal nature. The Union shall save the Employer harmless against claims, legal or
21 otherwise, which relate to the use of the courier service. Two (2) copies of material(s)
22 sent through the courier service, distributed on the Employer's property, or posted shall
23 be provided in advance to the Superintendent/designee, one (1) copy shall be provided
24 in advance to each chief building administrator where the material is distributed.

25
26 5. Bulletin Board The Union shall have the right to post notices of its activities and matters
27 of concern to employees represented by the Union in a conspicuous place designated
28 by the chief building administrator at each work location. A copy of any posted material
29 shall be provided to the Superintendent/designee and the chief building administrator
30 before it is posted.

31
32 6. Political Material Material endorsing or opposing a political position or candidate for
33 public office, material encouraging employees to violate any law, regulation, policy, or
34 administrative rule, or material which has as its effect the interfering with employees'
35 rights under law shall not be posted, distributed through the courier service or distributed
36 in any manner on the Employer's property by the Union or for its benefit.

37
38 The Employer agrees to deduct from the wages of any employee who is a member of
39 the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such
40 authorization must be executed by the employee and may be revoked by the employee
41 at any time by giving written notice to the employer. The employer agrees to remit any
42 deductions made pursuant to the provision promptly to the Union together with an
43 itemized statement showing the names of each employee from whose pay such
44 deductions have been made and the amount deducted during the period covered by
45 remittance.

46
47 7. Commercial Advertising and Solicitation Material containing advertising or solicitation of
48 commercial materials, products or services (including anything for sale by an employee
49 for the employee's financial gain which is a product of their own talent or skill as well as
50 the product of an on-going commercial interest) shall not be posted, distributed through
51 the courier service or distributed in any manner on the Employer's property by the Union

1 or for its benefit.

- 2
- 3 8. Meeting Space The Union may use facilities designated by the Employer for meetings
- 4 before or after the employees' normal work hours for which the Union shall pay the
- 5 Employer's regular fees for special custodial services or damage and for which the
- 6 Union shall save the Employer harmless against any claims, legal or otherwise, which
- 7 may arise there from.
- 8
- 9 9. Union Business The Union president and/or one (1) designee and one (1) employee at
- 10 each work location designated by the president shall have the right exclusively to
- 11 transact Union business at work locations to which the employees are regularly assigned
- 12 at such times before and after employee duty hours and during scheduled meal and rest
- 13 breaks as will not interfere with or disrupt operations provided the Union
- 14 president/designee has previously registered with the chief building administrator and
- 15 immediate supervisor where applicable. The Union shall provide the
- 16 Superintendent/designee with a list of the names and work locations of all persons
- 17 authorized to transact Union business at work locations. The designee/s shall be either
- 18 a union representative/s and/or the designated "staff representative/s".
- 19
- 20 10. Union Leave The Union shall be entitled to designate individual/s employees to be
- 21 granted unpaid leave in an aggregate amount not exceeding 150 days per year to be
- 22 taken in full days for the conduct of necessary Union business, such designation to be
- 23 made in writing to the Superintendent/designee normally at least 5 days in advance of
- 24 the leave usage. The Union will reimburse the Employer for the cost of any substitute
- 25 employee for these leave days, should one be provided. The parties agree that Union
- 26 leave will not be granted during the first five (5) days just before the school term, the first
- 27 five (5) days of the school term or the last ten (10) days of the school term, or in the
- 28 case of school-based employees, during standardized testing such as state/federal
- 29 tests.
- 30
- 31 11. Employer-Union Relations Meetings The Superintendent/designee(s) shall meet bi-
- 32 monthly (TA) 6/5/12 with not more than five (5) representatives of the Union to discuss
- 33 administration of this Agreement and other matters of mutual concern.
- 34
- 35 12. Change Meetings When the Employer contemplates any change(s) in wage rates,
- 36 hours, compensable benefits, or procedures specifically included in this Agreement
- 37 which have a substantial general economic impact upon the employees the Union shall
- 38 be notified in advance of and, to the extent practicable, participate in discussion prior to
- 39 such change(s).
- 40
- 41 13. Board Agenda The Superintendent/designee shall provide the Union a copy of the
- 42 official agenda in advance of regular Board meetings except for those items privileged
- 43 by law.
- 44
- 45 14. Technology changes The Employer shall inform the Union in advance of the introduction
- 46 of automation or equipment which will likely result in, (a) substantial reduction or
- 47 displacement of the total number of employees, (b) substantial change in the job to
- 48 which employees are assigned, or (c) change salary classification of the jobs. The union
- 49 retains the right to grieve such change.
- 50
- 51

- 1 15. Information Exchange The Employer and the Union shall make available to each other
2 upon written specific requests any statistics and reports routinely compiled which are not
3 confidential and which are relevant to this Agreement or necessary for its proper
4 administration.
5
- 6 16. The Union shall be entitled to nominate members to serve on committees recommending
7 voluntary group insurance coverage's.
8
- 9 17. The Union shall be entitled to request professional leave in order that members who are
10 state and/or national officers may attend state and national conferences. The Union shall
11 be entitled to request professional leave in order that members may attend state, national
12 and local conferences.
13
- 14 18. Modified job descriptions will be provided to the employees by the supervisor ten (10)
15 days of the date of change.
16
- 17 19. The Union building representative shall upon request be given time prior to or after each
18 faculty and/or staff meeting for brief announcements. The building communication
19 system shall be made available according to the established procedures of the facility for
20 use by a Union building representative to make brief announcements concerning
21 meetings. The Union shall be provided upon request building rosters showing the
22 names, home addresses, and assignments of all employees.
23
- 24 20. Employee Information Data The Employer shall provide the Union on a monthly basis
25 the following information by means of computer disk:
26
- 27 a) Employee's name (last, first)
 - 28 b) Dues deduction status
 - 29 c) Employee's ID number
 - 30 d) Employee's mailing address (including zip code)
 - 31 e) Employee's work location (where the checks are received)
 - 32 f) Employee's seniority date
 - 33 g) Current valid certificates
 - 34 h) Salary schedule placement (grade, step, hourly wage, yearly salary, days
35 worked)
 - 36 i) Employee's phone number
37
- 38 21. All copies of transfer requests, reassignment requests, and voluntary demotion requests
39 submitted by employees will be provided to the Union. All copies of waivers of rejection
40 of Union membership will be provided to the Union.
41
- 42 22. The Union shall be allowed to address newly hired employees at the conclusion of
43 orientation meetings advising them of their union rights and benefits and to solicit their
44 membership in the Union under the terms of the Agreement.
45
- 46 23. The District agrees to permit the Union access to the e-mail system and the same rules
47 found in the labor agreement that govern use of the school system's courier service by
48 the Union shall apply. In addition, The Union agrees to abide by the District's "JCPS Net
49 Employee Acceptable Use Policy".
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ARTICLE 15 - DISCIPLINE

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

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

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

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ARTICLE 22 - GRIEVANCE PROCEDURE

Section A Definition

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

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

2
3 Section B Purpose

4
5 The purpose of this Grievance Procedure is to resolve at the lowest possible administrative
6 level by as informal proceedings as may be appropriate any grievances which may arise.

7
8 Section C Representation

9
10 In any formal grievance meeting, the employee may have a Union representative present
11 during the meeting. If the Union opts to represent the employee in a formal grievance
12 meeting, notice shall be given two (2) days in advance by the representative to the
13 administrator conducting the meeting. The Union shall have the right to be present at the
14 Level II and higher meetings.

15
16 Section D Informal Procedure

17
18 An employee who believes that there is a basis for a grievance shall within ten (10) days of the
19 employee's awareness of a violation, misapplication, or misinterpretation of the specific
20 provisions(s) meet and discuss the complaint with the immediate supervisor with the objective
21 of resolving it informally. If the employee does not accept the immediate supervisor's
22 disposition of the complaint which shall be made within five (5) days the employee shall be
23 entitled to file a formal grievance within five (5) days after being informed of its disposition.

24
25 Section E Formal Procedure

26
27 Except with respect to the right to initiate and process complaints at Level I, only the Union
28 shall be recognized to represent the interests of the employee covered by this Agreement in
29 the processing and redress of grievances arising under this Agreement.

30
31 A formal grievance shall be processed in accordance with the procedures outlined below:

32
33 Level I: The grievant within five (5) days after being informed of its informal disposition,
34 may present the written grievance to the principal or administrative unit director or other
35 appropriate administrator. The administrator shall discuss with the employee the nature
36 of the complaint and any action that the supervisor believes could be taken to resolve
37 the grievance. The administrator shall provide a written decision to the employee no
38 later than five (5) days after receipt of the employee's formal grievance.

39
40 Level II: If the grievant continues the allegation of violation, misapplication, or
41 misinterpretation following the response received from the administrator the employee
42 may present within five (5) days from receipt of the Level I decision the written grievance
43 to the assistant superintendent or other appropriate department head. This administrator
44 will investigate the allegation, review previously presented information and the Level I
45 response, may meet with the employee, and shall provide a written decision to the
46 employee within five (5) days after receipt of the grievance. If Level I administrator is a
47 principal or department head, Level II is waived and grievance proceeds to Level III.

48
49 Level III: If the grievant continues the allegation of violation, misapplication, or
50 misinterpretation the written grievance may be presented within five (5) days from
51 receipt of the Level II decision to the Superintendent/designee. The

1 Superintendent/designee shall review previously presented information and
2 administrative decisions, and conduct any necessary meetings and investigations. The
3 Superintendent/designee shall provide a written decision to the grievant within ten (10)
4 days after receipt of the appeal.

5
6 Level IV: Section A: If, after receiving the Level III decision, the Union continues the
7 allegation of violation, misapplication, or misinterpretation, the Union may submit the
8 written grievance to mediation by notifying the Superintendent/-designee within twenty
9 (20) days of receipt of the Level III decision. The Parties shall request the Federal
10 Mediation and Conciliation Service (FMCS) or the Louisville Labor-Management
11 Committee to provide a list of seven (7) impartial persons qualified to act as mediator.
12 The Parties will each strike one mediator's name from the list of seven (7) and will repeat
13 the procedure. The remaining person shall be the duly selected mediator.

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

23
24 The mediator shall be without power or authority to alter, amend or modify any of the
25 terms of this Agreement or to offer any opinion which is contrary to or violate of the terms
26 of this Agreement. The opinion of the mediator shall be submitted in writing setting forth
27 findings of fact and conclusions to the Parties and will be final and binding on the
28 Parties, unless rejected by a four-fifths (4/5) vote of the Board voting at a public meeting
29 to be held within twenty (20) days. Prior to the Board voting, the Union shall have the
30 right to have a representative appear and present the Union's position. TA 6/11/12

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

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

37
38 Section F Grievances Arising From Other Than Immediate Supervisor

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

44
45 Section G Grievance Meetings and Hearings

46
47 All grievance meetings and hearings required during the formal stage shall be closed except to
48 the grievants, Union representative(s), Employer representative(s), and essential witnesses.
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