

BETWEEN THE
JEFFERSON COUNTY
BOARD OF EDUCATION

AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 320

JCBE-SEIU AGREEMENT, 2017-2020

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Jefferson County Public Schools
Equal Opportunity/Affirmative Action Employer

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PREAMBLE

The Jefferson County Board of Education and Service Employees International Union Local 320 do hereby agree that the welfare and success of the children of Jefferson County is paramount and will be promoted by both parties.

The parties further recognize that negative references regarding either party by the other serves no productive purpose and is detrimental to the success of the students of Jefferson County Public Schools and therefore such references shall not be made. With that recognition, the parties renew their commitment to foster a school system that treats each student, parent, and employee with respect and dignity.

ARTICLE I - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Employer means the Jefferson County Public School District.
2. Union means the Service Employees International Union, Local 320.
3. Employee means any person included in the representation unit belonging to the Union.
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 an administrator or supervisor authorized to act on behalf of the Superintendent in the administration of this Agreement.
6. Days means days of the week, excluding Saturday, Sunday, and holidays.
7. Bargaining Unit Seniority means amount of time in active pay status while assigned to a job classification(s) included in the representation unit, in initial probationary or permanent employment, whichever is applicable, from first compensable day following last break in service computed in years; ties to be broken by district seniority.
8. District Seniority means the amount of time from first compensable day of initial probationary or permanent employment with the employer following last break in service; ties to be broken by earliest birthday in month of birth and lot respectively.
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 II - 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, rules, regulations and procedures of the Employer; to establish, amend or modify an overall budget; to establish, change, combine or abolish job classifications or the job content of any classification; to discipline employees; 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, services, and technology; to determine the number and types of employment required and to assign work to such employees in accordance with the operational needs of the Employer; and direct the work force.

ARTICLE III - RECOGNITION

The Employer recognizes the Union as official representative of regular, full-time and part-time (excluding initial probationary, temporary, seasonal and substitute) custodian, and housekeeping utility employees in Job Family IB for the purpose of exchanging information, opinions, and proposals to endeavor to reach collectively negotiated agreement on wage rates, duty hours, working conditions which have substantial economic impact on the employees, and procedures for settling disputes which may arise under this collectively negotiated (bargained) agreement.

ARTICLE IV - UNION RIGHTS

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

Union membership dues, if any, of those eligible for representation shall be deducted in twenty-four (24) equal amounts from the paychecks of employees, except for those who notify the employer expressly and individually in writing within ten (10) days after eligibility for representation or during July following the effective date of the Agreement that such dues are not to be deducted. Such monies shall be transmitted to the Union.

Union membership dues shall not be deducted from the paychecks of employees who notify the Employer expressly and individually in writing that such dues are not to be deducted. Employees who are included in the collective bargaining unit, but decline membership, as stated above, shall be required to pay, in lieu of union dues, a fair share fee equal to the part of the union dues that the union is entitled to be paid under applicable federal and state law for representing the non-member employees in matters of collective bargaining, grievance and contract administration. The fair share fee will be deducted automatically from the wages of each non-member employee beginning with the effective date of this Agreement, in twenty-four (24) equal amounts for so long as the non-member employee is not a member of the Union. Such monies shall be transmitted to the Union.

The Union shall annually certify in writing the current and proper amount of its membership dues and fair share fee, at least thirty (30) days prior to the initial deduction. The union shall provide to the employer written notice thirty (30) days prior to any fair share fee deduction, and annually thereafter, an affidavit which states the amount of the fair share fee (which shall not exceed the amount of the dues uniformly required to be paid by members of the Union) together with an audit by an independent certified public accountant clearly setting forth the method by which the fair share fee was calculated, including a list of the major categories of the union's budgeted expenses specifying which expenses were included and excluded in determining the fair share fee. The union shall provide to each non-member employee identified to the union by the employer a notice which shall include a copy of the current affidavit described above and a statement that the amount of the fair share fee may be challenged by the non-member employee (1)

1 through the union's internal appeal procedure, culminating in arbitration, by sending a
2 letter to the union by certified or registered mail or hand delivery, (2) by filing a request for
3 decision with the Louisville Labor-Management Committee, with a copy to the union, or
4 (3) after completing either of the aforementioned then the employee may file a complaint
5 against the union in a court of competent jurisdiction. The notice shall state the manner
6 in which a non-member employee may obtain a copy of the union's internal appeal
7 procedure or file a request for decision with the Louisville Labor-Management Committee.
8

9 All challenges must be in writing and must be mailed, delivered or filed not later than sixty
10 (60) days after receipt by the non-member employee of the notice. Upon receipt of a
11 challenge, the union shall deposit into an interest-bearing escrow account, separate from
12 all other union funds, the amount of all fair share fee payments received on behalf of the
13 challenging non-member employee that is placed in issue by the challenge. The escrow
14 agreement for the escrow account shall provide that the escrowed funds shall be released
15 from the escrow account only in compliance with the terms of an ultimate arbitration award,
16 Louisville Labor-Management Committee decision or final judgment of a court, including
17 any appeals, or by the terms of a mutually agreeable settlement between the union and
18 the challenging non-member employee.
19

20 The final amount of the fair share fee as determined by the arbitration award, Louisville
21 Labor-Management Committee decision or judgment of a court shall reflect only those
22 expenses affirmatively related to representing the non-member employee in matters of
23 collective bargaining, grievance and contract administration. The union shall have the
24 burden of proving such affirmative relation. The union shall provide to the arbitrator,
25 Louisville Labor-Management Committee, or court, as applicable, all financial and other
26 records of the union deemed relevant by the adjudicating body.
27

- 28 2. The Employer will submit to the Union an electronic file for each payroll period listing all
29 bargaining unit employees. The union will submit an electronic file to the Employer for
30 each payroll period listing the employees for which dues shall be deducted. The electronic
31 file shall contain the employee full name and employee identification number. The union
32 will scan and remit electronically a copy of the signed dues authorization form for any
33 employee that dues are to be deducted. After the initial dues authorization forms have
34 been remitted to the Employer, only new additional authorization forms shall be scanned
35 and remitted.
36

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

- 45 3. Courier Service The Union shall have the right to use the district courier service to
46 communicate with employees covered by this Agreement. Communications sent through
47 the courier service shall be considered personal and shall not be opened by any person
48 other than the addressee. Two (2) copies of material(s) sent through the courier service,
49 distributed on the Employer's property, or posted shall be provided in advance to the
50 Superintendent/designee and one (1) copy shall be provided in advance to each chief

1 building administrator where the material is distributed. The Union shall save the Employer
2 harmless against claims, legal or otherwise, which relate to the Union's use of the courier
3 service or posting of materials.
4

5 4. Bulletin Boards The Union shall have the right of posting notices of its activities and matters
6 of concern to employees represented by the Union in a conspicuous place designated by
7 the chief building administrator at each work location. A copy of any posted material shall
8 be provided to the Superintendent/designee and the chief building administrator before it is
9 posted.
10

11 5. Political Material Material endorsing or opposing a political position or candidate for public
12 office, material encouraging employees to violate any law, regulation, policy, or
13 administrative rule of the Employer, or material which has as its effect the interfering with
14 employees' rights under law shall not be posted, distributed through the courier service or
15 distributed in any manner on the Employer's property by the Union or for its benefit.
16

17 6. Meeting Space The Union may use facilities designated by the Employer for meetings
18 before or after the employees' normal work hours for which the Union shall pay the
19 Employer's regular fees for special custodial services or damage and for which the Union
20 shall save the Employer harmless against any claims, legal or otherwise, which may arise
21 therefrom.
22

23 7. Union Business Authorized representatives of The Union shall be permitted to visit work
24 locations for the purpose of communicating with employees and supervisors regarding
25 Union business and collecting Union dues and assessments at such times before and after
26 employee duty hours and during scheduled meal and rest breaks as will not interfere with
27 or disrupt operations provided the Union has previously registered with the chief building
28 administrator and immediate supervisor where applicable and wear identification while on
29 the premises. The Union shall provide the Superintendent/designee with a list of the names
30 of all persons authorized to transact Union business at work locations and shall maintain
31 its currency.
32

33 8. Board Agenda The Employer shall provide the Union upon request a copy of the official
34 agenda in advance of regular Board meetings except for those items privileged by law.
35

36 9. Employer-Union Relations Meetings The Superintendent/designee(s) shall provide time to
37 meet bimonthly with not more than four (4) representatives of the Union to discuss
38 administration of this Agreement and other matters of mutual concern.
39

40 10. Change Meetings When the Employer contemplates any change(s) in wage rates, hours,
41 compensable benefits, or procedures specifically included in this Agreement which have a
42 substantial economic impact upon the employees the Union shall be notified in advance of
43 and, to the extent practicable, participate in discussion prior to such change(s).
44

45 11. Union Leave The Union shall be entitled to designate individual employees to be granted
46 leave in an aggregate amount not exceeding one hundred eighty (180) days per year to be
47 taken in full days for the conduct of necessary Union business, such designation to be
48 made in writing by the Union to the Superintendent/designee normally at least ten (10) days
49 in advance of the leave usage. No employee shall use more than eight (8) days per school
50 year. The union may designate five (5) employees to be exempt from the eight (8) day per

1 year limitation; however, in no case shall an employee be granted more than twenty (20)
2 union leave days without mutual agreement of the Employer and the Union. The employee
3 taking the Union leave shall inform the supervisor at least five (5) days in advance of the
4 leave usage. The Union shall reimburse the Employer for the salaries of employees on
5 Union leave.
6

7 12. Custodian's First-Line Supervisors The Union recognizes plant operators as the first-line
8 supervisor of custodian employees responsible for assignment of work, performance
9 evaluation, discipline, and grievance handling functions and other managerial duties as
10 assigned by the Employer in addition to direct responsibility for the supervision and
11 direction of custodian employees placed in their charge in order to implement the
12 housekeeping and preventive maintenance programs at the school/location. In the
13 absence of a plant operator, a designated administrator shall be the first line supervisor for
14 custodians.
15

16 13. Technology Changes The Employer shall make every reasonable effort to notify the Union
17 at least two (2) months in advance of the introduction of automation or equipment which
18 will likely result in, (a) a reduction or displacement of employees, (b) substantial change in
19 the job to which employees are assigned, or (c) change salary classification of the jobs.
20

21 14. Addressing Board of Education The Union has the right to speak in a public meeting of the
22 Board of Education on matters not covered by the provisions of this Agreement. The
23 Employer shall be provided advance notice as to intent to speak, subject of address and
24 reason therefor.
25

26 15. The Board expects to provide to the extent practicable equitable salary levels, fair
27 personnel practices and procedures, and good working conditions. All personnel policies
28 will be implemented as approved by the Board of Education.
29

30 16. Employee Information Data The Employer shall provide the Union on a monthly basis the
31 following information electronically:
32

- 33 a. Employee's name (last, first)
- 34 b. Dues deduction status
- 35 c. Employee's ID number
- 36 d. Employee's mailing address
- 37 e. Employee's work location
- 38 f. Employee's hire date
- 39 g. Salary schedule placement (grade, step, hourly wage, yearly salary, days worked)
- 40 h. Employee's phone number
41

42 17. 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

47 ARTICLE V - NON-DISCRIMINATION

48

- 49 1. The contents of this Agreement shall be applied to all employees eligible for representation
50 by the Union without regard to race, creed, color, sex, sexual orientation, gender identity,

age, disability, veteran status, national origin, marital status, or Union membership status.

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

ARTICLE VI - HOURS AND OVERTIME

1. A thirty (30) minute non-compensated duty-free meal break shall be provided for custodian and housekeeping utility employees. Such break shall be assigned by the appropriate supervisor.
2. A ten (10) minute paid rest break shall normally be provided to custodian and housekeeping utility employees for each consecutive four (4) hour period of service.
3. Custodian and housekeeping utility 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. Custodian and housekeeping utility 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. The opportunity for scheduled overtime for custodian and housekeeping utility employees shall be equitably distributed in the affected job classification by work location using the following factors for the assignment of such overtime in a non-discriminatory manner:
 - a) preference of the employees,
 - b) the employees who normally do the work to be done,
 - c) the attainment of the required skill levels by experienced employees which are needed for the particular type of work to be performed, and
 - d) the maintenance of continuity and efficiency.
6. Authorized and approved work performed in excess of forty (40) hours credited to the custodian and housekeeping utility employees per workweek shall be considered as overtime and shall be compensated at the rate of one and one-half (1 1/2) times the employee's scheduled straight-time hourly wage rate.
7. Time worked for purposes of overtime compensation shall include approved paid leave days including paid holidays but shall not include meal breaks, docked time, unpaid leave time, or other approved unpaid absences from duty.
8. Overtime must be scheduled by the plant operator or appropriate administrator.
9. Overtime compensation for each unscheduled call-out from home for custodian and housekeeping utility employees shall be for a minimum of two (2) hours.
10. Employer-authorized and approved work performed in excess of forty (40) hours credited to a designated employee per workweek for weekend and holiday building checks shall be considered as overtime and shall be compensated at the rate of one and one-half (1 1/2)

1 times that employee's scheduled straight time hourly wage rate in accordance with the
2 following facility sizes:

- 3
4 1 Hour – 99,999 or less square feet
5 1.5 Hours – 100,000 or more square feet
6 2 Hours – 250,000 or more square feet
7
8

9 ARTICLE VII - WORKING CONDITIONS
10

- 11 1. Parking facilities shall be provided for the employees.
12
13 2. Employees who are required to use their personal automobile in transportation from their
14 regularly assigned work location to another location in the performance of their duties shall
15 be paid mileage at the regular rates and according to the rules established by the Employer.
16
17 3. Work schedules, including beginning and ending of the workday and scheduled normal
18 meal and rest breaks as assigned by the plant operator or in the absence of a plant
19 operator, the designated administrator shall be posted on the designated bulletin board.
20 Adjustments in work schedules may be made to equitably redistribute the necessary work
21 when absences occur.
22
23 4. If Uniforms are required the Employer shall provide them without cost to the affected
24 employees who shall wear them and shall be responsible for their security. When
25 requested by an employee, uniforms will be provided by the Employer at no cost to the
26 employee. Employees will receive five uniforms initially, and three uniforms annually
27 thereafter.
28
29 5. Employees shall be entitled to provide advice and make recommendations with regard to
30 uniforms and tools.
31
32 6. Every reasonable effort will be made to equitably distribute the regularly assigned workload
33 within a work location. Housekeeping services staff will advise with Area Supervisors
34 regarding such effort and may review such assignments upon request of the employees at
35 a location who have previously discussed their unresolved concerns with the Area
36 Supervisor. Employees from among those nominated by the Union shall be appointed to a
37 time study committee established by the Employer for the purpose of assisting the
38 housekeeping staff in reviewing and making recommendations.
39
40 7. Duties outside housekeeping functions may be assigned but, to the extent practicable,
41 employees will normally and regularly be assigned housekeeping duties only.
42
43

44 ARTICLE VIII - SAFETY
45

- 46 1. The Employer shall be responsible for providing and maintaining a safe place of
47 employment. The employee shall be responsible for reporting observed unsafe or
48 hazardous practices or conditions to the immediate supervisor or appropriate administrator
49 who shall contact duly qualified personnel who will make a timely inspection and take steps
50 to remedy the condition.

2. The Employer shall investigate reports by employees of unsafe or hazardous practices or conditions made on the appropriate safety form and shall provide a written response to such reports.
3. Employees are prohibited from having personal visitors (i.e., relatives, friends, children, salespersons, attorneys) at the work site during work hours.
4. Employees shall not be required to work under conditions determined by qualified administrative personnel to be detrimental to their health, safety and well-being. To this end, each employee has the responsibility to cooperate and to encourage others to work in a safe manner.
5. Employees shall use and maintain the safety equipment and protective devices furnished and required by the Employer necessary to meet recognized safety standards.
6. Employees, individually and through the Union, shall be entitled to present advice and make recommendations to the Employer with respect to improving safety awareness and practices associated with their work assignments.
7. The Employer and the Union shall meet monthly, unless mutually agreed to otherwise, to discuss safety concerns and possible solutions to those concerns.

ARTICLE IX - EXTRA EMPLOYMENT

1. Employees who request it on the appropriate form within the established timelines shall be given consideration for work as temporary employees in voluntary assignments which occur beyond their regularly scheduled work year and which are directly and similarly related to their regular jobs and for which the Employer deems them best qualified. Employees who are chosen for such assignments shall be selected after laid-off personnel have been first considered and before applicants who are not currently employed by the Jefferson County Public Schools are considered.
2. Those chosen as temporary employees for extra employment assignments shall be paid according to the employee's current salary schedule.

ARTICLE X – COMPENSATION

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

Section A Wages/Wage Rates

1. Paydays shall be on a biweekly basis normally every other Friday ~~following courier service delivery~~ except when they fall on a bank holiday in which case they shall be the preceding workday.

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

3. Direct deposit to one account will be mandatory for all employees.

Shift differentials:

Second - \$.26 per hour

Third - \$.38 per hour

Temporary reassignment: When a custodian or lead custodian employee is scheduled to replace an employee in a higher classification for other than training purposes, that employee shall be compensated at the rate of the first step on the higher grade providing an increase for the time worked of approximately five (5) percent (%).

Section B Insurance and Retirement

1. Health insurance provided by Commonwealth of Kentucky.
2. \$20,000 term life insurance - when full premium paid by State.
3. Term life insurance equal to one (1) times annualized earnings with \$10,000 minimum and \$50,000 maximum computed from appropriate placement on the Wage Rate Schedules - full premium paid by Employer.
4. Workers compensation - full premium paid by Employer. (See medical leave.)
5. Long-term disability insurance - full premium paid by Employer.
6. Unemployment compensation - full premium paid by Employer.
7. Liability insurance - full premium paid by Employer.
8. Voluntary Employee Group Insurance Program - full premium paid by employee through payroll deductions (any or all coverages):
9. Social Security (FICA) - Employer share.
10. County Employees Retirement System (CERS) - Employer share.

Section C TB Tests and Medical Examinations

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

Section D Payroll Deductions

1. Charitable campaigns approved by the Employer

- ## 2. Approved Tax-deferred Annuities

- ### 3. Credit Union

Section E Early Retirement Benefit

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

CLASSIFIED SUPPORT STAFF HOURLY RATES														
SALARY SCHEDULE IB - SEIU CUSTODIANS														
2017 - 18														
GRADE	0	1	2	3	4	5	6	7	8	9	10	11	12	13
5H	16.0860	16.9584	17.8194	18.8162	19.7225	20.6516	21.5917	22.5319	22.5319	23.4269	23.4269	24.3897	24.3897	25.3867
4H	14.9419	15.7236	16.5053	17.4230	18.2951	19.1561	20.0398	20.9007	20.9007	21.7502	21.7502	22.6226	22.6226	23.5741
3H	14.2100	14.3190	15.0666	15.9048	16.6525	17.4344	18.2498	19.0315	19.0315	19.8017	19.8017	20.6061	20.6061	21.4445
2H	14.2100	14.2100	14.2100	14.4776	15.1912	15.9276	16.6071	17.3322	17.3322	18.0459	18.0459	18.7710	18.7710	19.5639
1H	14.2100	14.2100	14.2100	14.2100	14.2100	14.3416	14.9759	15.6218	15.6218	16.2787	16.2787	16.9244	16.9244	17.6155

Longevity Pay:

15 years: \$.20 per hour
 20 years: \$.31 per hour
 25 years: \$.43 per hour

Shift Differential:

Second Shift: \$.26 per hour
 Third Shift: \$.38 per hour

The 2017-2018 Job Family IB salary schedule reflects an increase of 1.5%.

Munis Group/BU: CLAH, CLAJ

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ARTICLE XI - LEAVES OF ABSENCE

Section A Sick Leave

1. Sick leave with pay shall be granted if the employee presents a personal affidavit or a certificate of a reputable physician stating that the employee or a member of the employee's "immediate family"¹ was ill on the day or days absent and providing the employee has not exhausted all of the current and accumulated sick leave credit.
2. Employees shall earn one (1) day sick leave per month or major portion thereof credited on the basis of the number of months of employment not to exceed twelve (12) days annually with pay. The unused portion of the sick leave allowance may accumulate year-to-year without limitation.
3. When an employee becomes ill on the job the employee may choose to take sick leave or be docked for the time not worked.
4. Sick leave may be taken in whole days only, except that a custodian or housekeeping utility employee may take one-half (1/2) day sick leave not more than six (6) times within a running 12-month period in which case an attending physician's statement may be required.
5. If an employee uses all accumulated sick leave and is still unable to return to assigned duties, prior to its expiration the employee may apply for and be placed on unpaid medical leave of absence at which time it becomes the responsibility of the employee to assume the payment of all insurance premiums not provided for in the Family and Medical Leave Act, if eligible. Prior to returning to work the employee needs to contact the Benefits Office regarding being reinstated in insurance programs.
6. Unused sick leave will not be paid upon layoff, resignation, or discharge of employees.
7. A physician's written verification of illness from a physician's office, clinic or hospital may be required after the third occurrence² of absence within a work year, any absence of three (3) consecutive days or more, or during annual state/federal testing. Excessive use of sick leave may be considered cause for disciplinary action and failure to provide medical documentation may result in denial of sick leave.
8. When an employee is to be absent from work, the plant operator or designated administrator must be notified prior to that absence. An employee shall not be required to call each day of a prolonged absence provided the employee has informed the administrator during the initial notification of the specific days of anticipated absence. Failure to provide timely notice of any absence may result in a denial of sick leave.
9. When an illness causes an employee to exhaust paid leave of absence and the employee still is unable to return to work, excused unpaid leave of absence may be granted upon submission of a physician's statement verifying the need for continued absence. Such excused unpaid absence may be granted as extended Medical Leave or for a maximum of

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

² Occurrence means a single event or episode of illness (one to many consecutive days).

1 five (5) consecutive days after which unpaid medical leave must be requested retroactive
2 to the first day of unpaid absence.

- 3
4 10. Second shift employees shall contact their supervisor a minimum of two (2) hours before
5 the beginning of their shift to request sick leave.

6
7 First shift employees shall contact their supervisor a minimum of two (2) hours before the
8 beginning of their shift to request sick leave.

9
10 Section B Medical Leave

- 11
12 1. When an employee has been advised by a physician or otherwise knows of an interruption
13 in ability to work because of known or anticipated medical reasons, the employee shall
14 notify the JCPS Benefits Department and upon request be granted an unpaid medical leave
15 of absence. Such notice shall be in writing and accompanied by an attending physician's
16 statement indicating the anticipated date of interruption in ability to work, whether the
17 employee may resume the assignment and the anticipated date of return. The employee
18 shall not continue to work past the date indicated in the attending physician's statement.
19
20 2. Medical Leave of absence may be granted for a period of one (1) work year or less and
21 renewed for one (1) additional work year. At the end of the second work year, if the
22 employee is unable to return to work, the employment shall be terminated.
23
24 3. The Employer shall keep a position available for the employee to resume duties within the
25 job classification following return from medical leave provided:
26
27 a. such position has not been eliminated during the employee's absence for any valid
28 reason,
29 b. the employee's planned absence does not exceed forty-five (45) days and FMLA and
30 all paid leave has been exhausted. An employee must return to work for a minimum of
31 twenty (20) days to re-start the forty-five (45) day count,
32 c. the employee is medically able to fulfill the duties of the position,
33 d. the employee asked that a position be kept available at the time the leave was
34 requested, and
35 e. the employee would not have been laid-off had leave not been taken.

36
37 After forty-five (45) days and after the employee has exhausted FMLA and all paid leave,
38 the employee will be placed on a list for assignment to open positions when they become
39 available.

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

1 work the employee needs to contact the Benefits Office regarding being reinstated in
2 insurance programs.

3 4 Section C Emergency Leave

5
6 Each employee shall be credited with two (2) days of paid emergency³ leave per year which will
7 not accumulate from year-to-year. Emergency leave shall be granted in units of full days. Proof
8 of emergency shall be required.

9
10 Legitimate reasons for granting emergency leave with pay shall include:

- 11 1. death or funeral of relative by blood or marriage (specify relationship), and
- 12 2. emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact
13 reason).

14 15 16 17 Section D Personal Leave

18
19 Each employee shall be credited with three (3) days personal leave per year which may be used
20 at the employee's discretion except that personal leave may not be taken during the first five (5)
21 days of the school term, the day before and after days schools are closed for holidays and spring
22 break except under extenuating circumstances, on the last ten (10) days of the school term, or
23 during annual state/federal testing. Personal leave may be taken in whole or half (1/2) day
24 increments. When personal leave is taken in half (1/2) day increments it shall only be taken with
25 half (1/2) day present. Half (1/2) day personal leave shall not be allowed in combination with
26 docked hours or any paid leave, including but not limited to sick days or vacation days. The
27 following procedures are to be used in order to apply for and use personal leave:

- 28 1. the employee must make the request three (3) workdays in advance on the form provided
29 for that purpose;
- 30 2. the request must be approved by the employee's immediate supervisor or appropriate
31 administrator on the basis that the employee's absence will not interrupt or impede the work
32 program; and
- 33 3. permission will not be unreasonably withheld.

34
35
36
37
38 Unused personal leave shall be carried forward to accumulate as sick leave.

39 40 Section E Child Rearing/Adoption/Dependent Convalescence Leave

- 41 1. An employee presenting the required evidence shall upon written request to the JCPS
42 Benefits Department be granted an unpaid leave of absence necessary to meet child
43 adoption requirements and for the purpose of rearing the employee's pre-school child(ren)
44 or other dependent child/parent or spouse who is unable to care for self in which case a
45 physician's statement shall be required.

46
47

³ Emergency shall mean a sudden unexpected happening; an unforeseen occasion or condition; a sudden or
unexpected occasion for action.

2. A single child rearing/adoption/dependent convalescence leave shall be granted for a period of no less than forty-five (45) days and no more than two (2) consecutive work years or major portions thereof, except that such leave may be taken for less than forty-five (45) days if the employee has exhausted all sick leave and the need is directly related to the illness of the child/dependent.
3. The Employer shall keep a position available for the employee to resume duties within the job classification following return from the leave provided:
 - a. such position has not been eliminated during the employee's absence for any valid reason,
 - b. the employee's planned absence does not exceed sixty (60) days,
 - c. the employee had asked that a position be kept available at the time the leave was requested, and
 - d. the employee would not have been laid-off if leave had not been taken.

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

Section F Jury Duty

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

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

1. A copy of the jury subpoena must be provided to the employee's immediate supervisor or appropriate administrator promptly upon receipt of such subpoena involving jury duty service.
2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll office) must be completed each pay period and forwarded with the Payroll Exception Card which is submitted 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 travel expense shall be delivered to the principal or immediate supervisor for transmittal to the payroll office.

Section G Court Appearance Leave

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

Section H Military Leave

Any employee who enters active duty shall be granted an unpaid leave for a period not to exceed

the initial period of service. Any employee on military leave and within ninety (90) days after the employee's separation from military service shall upon written application be restored to a position in the employment of the employer, provided the employee shall furnish proof of discharge or separation from service under honorable conditions and be found by a physician selected by the Employer to be in a satisfactory state of health for the performance of duties. Upon return the employee shall be placed on the salary schedule at the level which would have been achieved had the employee remained actively employed in the system during the period of absence.

Section I Vacation Leave

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

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

3. Eligible employees must have been in active pay status more than half of the workdays in a month to qualify for crediting vacation leave.
4. Employees will be charged with vacation leave only on days upon which they would otherwise work and receive pay.
5. Vacation leave shall be taken in full days.
6. Employees shall request vacation leave on the appropriate form as far in advance as practicable and at least ten (10) working days prior to the requested leave days. This provision may be waived in unusual or extreme situations. Custodial staff who present personally and directly their vacation leave form requests to supervisors will be notified within one week of approval or denial of the request for vacation leave. If there is no response from the supervisor within one week, then the leave will be approved.
7. Plant Operators or designated administrators shall see that employees have opportunities to use vacation leave days and not forfeit them. Vacation leave shall be scheduled by the plant operators or designated administrators in accordance with operating requirements, established administrative guidelines and, insofar as practicable, with the requests of employees.
8. Upon the death of an employee or upon an employee's request within ten (10) days of resignation, layoff, or discharge cash payment shall be made for accrued vacation at the employee's scheduled wage rate prior to the date of change.
9. Vacation days will not be granted during annual state/federal testing.

1
2 Section J Holiday Leave
3

4 Twelve-month/260-day employees shall be granted nine (9) paid holiday leave days (Fourth of
5 July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day,
6 Martin Luther King Jr. Day, Memorial Day, and a flexible holiday [The Presidential Election Day
7 replaces the flexible holiday every four years]) and less than twelve-month employees shall be
8 granted four (4) such days (Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther
9 King Jr. Day) according to the Employer's policy and procedure.
10

11 Section K Political Activity Leave
12

- 13 1. Upon written request an unpaid leave of absence may be granted to an employee for not
14 less than thirty (30) days or more than two (2) work years or major portions thereof for the
15 purpose of campaigning.
16
17 2. A position shall be kept available for the employee to resume duties within the job
18 classification following return from leave provided:
19
20 a. such position has not been eliminated during the employee's absence for a valid reason,
21 b. the employee's planned absence does not exceed sixty (60) days,
22 c. the employee had asked that a position be kept available at the time the leave was
23 requested, and
24 d. the employee would not have been laid-off had leave not been taken.
25

26 After sixty (60) days the employee will be placed on a list for assignment to open positions
27 when they become available.
28

29 Section L Education/Training Leave
30

31 Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or
32 more than twelve (12) months may be granted to an employee for purposes of attending a
33 training program approved by the Employer.
34

35 Section M Length of Consecutive Leaves of Absence
36

37 The Employer may deny Child Rearing/Adoption/Dependent Convalescence Leave and Political
38 Activity Leave when the granting of such leave would result in absence from duty for a period
39 longer than two (2) consecutive work years or major portions thereof without at least one (1)
40 intervening year of active service as an employee.
41

42 Section N Notarizing Leave Affidavits
43

44 Notary services shall be provided without charge to employees required to submit personal
45 affidavits for leaves.
46

47 Section O Resumption of Benefits Following Leave
48

49 Unused accumulated sick leave shall be restored to employees resuming service following
50 approved leave. Employees shall be responsible for making arrangements to continue

1 insurance benefits when they would otherwise be interrupted by the approved leave.
2
3

4 ARTICLE XII - ASSISTANCE IN ASSAULT⁴ 5

6 The Employer shall provide assistance and support to an employee in case of alleged assault
7 while the employee is fulfilling assigned duties when such assault arises out of and directly
8 results from employment responsibilities.
9

10 Section A General Assistance 11

- 12 1. The immediate supervisor shall, on the form provided, report any case of alleged assault
13 on an employee to the appropriate administrator who shall acknowledge receipt of such
14 report.
15
- 16 2. The administrator shall notify the employee of readiness to assist as follows:
17
 - 18 a. Obtain from police and/or from the immediate supervisor and others relevant information
19 concerning the alleged assault and offenders; and
 - 20 b. Act in other appropriate ways as liaison between the employee, the police, and the
21 courts.
22

23 Section B Legal Counsel 24

25 Upon request, legal advice shall be offered in any criminal action taken by the employee in
26 connection with the alleged assault and assistance in court appearances may be provided when
27 requested by the employee and sanctioned by the Employer.
28

29 Section C Court Appearance 30

31 Time required for a summoned appearance in any criminal aspect of a legal proceeding
32 connected with the alleged assault on an employee sustained in the course of fulfilling
33 employment responsibilities shall be granted as leave and shall not be deducted from sick or
34 emergency leave days when the employee has promptly provided a copy of the summons,
35 complaint, or other legal paper to the immediate supervisor.
36

37 Section D Compensation 38

39 There shall be no loss of wages resulting from an assault for a period up to and including
40 forty-five (45) days subsequent to the first day of absence related to the assault. The first ten
41 (10) days of the forty-five (45) day period will not be deducted from sick leave. The remaining
42 thirty-five (35) days shall be deducted from sick leave to the extent accrued. For periods longer
43 than forty-five (45) days the reimbursement for lost wages shall be limited to benefit programs
44 such as workers compensation. Employees shall be reimbursed for the costs of medical,
45 surgical, hospital or rehabilitative services up to the amount of any insurance reimbursement to
46 which the employee is entitled under coverage provided by the Employer and/or State for
47 personal injury incurred as the result of an assault sustained in the course of employment.
48

⁴ As defined in criminal laws of Kentucky.

1 Section E Employer Approved Physician

2
3 If there is a question about the ability of the employee to perform duties, the employee may be
4 required to select a physician for examination from a panel of qualified physicians approved by
5 the Employer. All consulting and examination fees resulting from these examinations shall be
6 paid by the Employer.
7

8
9 ARTICLE XIII - TRAINING

- 10
11 1. The Employer shall provide an opportunity for employees to offer advice, suggestions, and
12 opinions during the planning of employee training opportunities.
13
14 2. The Employer shall compensate employees for required training.
15
16 3. Every reasonable effort will be made within the Employer's resources to provide training
17 opportunities for employees on a voluntary basis to strengthen their capabilities and skills
18 in fulfilling their assigned duties and in qualifying for other assignments.
19
20 4. The Employer shall establish a training committee including Union selected employees to
21 advise upgrading programs. The training committee shall meet at least annually.
22

23
24 ARTICLE XIV - EVALUATION

- 25
26 1. The performance of employees shall normally be evaluated in writing at least annually
27 based on performance expectations for holding the job.
28
29 2. The evaluation shall be based only upon information gained over a period of time through
30 direct observation, from personal knowledge, or from any source which is demonstrable as
31 fact.
32
33 3. All observation for evaluation of work performance shall be conducted in an open and
34 non-secretive manner.
35
36 4. The evaluator shall cite strengths in performance and identify weaknesses to be corrected.
37
38 5. The evaluator shall not use any information of a derogatory nature in the evaluation of an
39 employee unless the employee is: (a) provided the information within fifteen (15) work days
40 of its receipt by the Employer; and (b) provided the opportunity to submit a written response.
41
42 6. A copy of the employee's performance evaluation shall be made available to the employee
43 at the time of evaluation, and whenever possible, shall be reviewed with the employee by
44 the appropriate evaluating supervisor within ten (10) days of the evaluation.
45
46 7. The employee being evaluated shall have the right to review the evaluation and file a
47 statement for attachment to it within ten (10) days providing a copy to the evaluator.
48
49 8. The employee shall sign all evaluations which indicates only that the employee has seen
50 and received a copy.

- 1
2 9. Any review of the evaluation forms shall involve employees selected by the Union.
3
4

5 ARTICLE XV - DISCIPLINE
6

- 7 1. Any employee disciplinary action taken shall be progressive when practicable and
8 depending upon seriousness and the employee's work record may include:
9
10 a. warning;
11 b. written reprimand;
12 c. probation, reassignment and/or transfer, suspension without pay (5 days or pending
13 completion of investigation and decision), or combination thereof; In the event that the
14 suspended employee is found not at fault, the employee shall be made whole for all
15 days of unpaid suspension; and/or
16 d. discharge.
17
18 2. No employee shall be issued written reprimands, placed on probation, reassigned and/or
19 transferred, suspended without pay, or discharged unless:
20
21 a. the employee could reasonably have been expected to know that disciplinary action for
22 the conduct was possible;
23 b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe
24 operation of the district;
25 c. a fair and objective effort has been made to identify the facts and the decision is based
26 on evidence; and
27 d. the discipline is applied equitably and without discrimination.
28
29 3. After due process, including steps in Section 2, the following causes and others comparable
30 in seriousness can cause immediate discharge without warning:
31
32 a. dishonesty (theft, receiving property stolen from the Employer),
33 b. immoral conduct,
34 c. insubordinate⁵ or willful disrespectful conduct,
35 d. fighting while on the Employer's premises or during duty hours,
36 e. on-duty "horseplay" of such a nature as to be capable of causing personal injury or
37 damage,
38 f. drinking or being under the influence of alcoholic beverages while on the Employer's
39 premises or during duty hours,
40 g. possession or use or being under the influence of narcotics or hallucinatory drugs,
41 h. carrying a deadly weapon while on the Employer's premises or during duty hours,
42 i. falsification of the Employer's records and reports,
43 j. willful or negligent damage of the Employer's property,
44 k. failure to report an accident, and
45 l. failure to maintain credentials and licenses required for the job assignment.
46
47 4. It is understood and recognized by the parties that it may be cause for disciplinary action
48 up to and including discharge if an employee is given three (3) warning notices in a twelve

⁵ Insubordination means willful refusal or failure to follow a direct order or instruction.

1 (12) month period in active pay status.

- 2
- 3 5. The immediate supervisor or appropriate administrator shall promptly inform the employee
- 4 of any disciplinary action and the reason therefor.
- 5
- 6 6. Any information used in disciplinary action shall be made available to the employee.
- 7
- 8 7. No disciplinary action of any kind shall be taken for reasons of participation by employees
- 9 in Union activities which are lawful and not in violation of policies and rules of the Employer.
- 10
- 11 8. When probation, reassignment and/or transfer, suspension without pay, or discharge is
- 12 involved the employee upon request to the JCPS Benefits Department shall be granted a
- 13 meeting with the person administering the action prior to it being taken at which time the
- 14 employee may have a representative of the Union present.
- 15
- 16 9. It shall be the objective of those taking disciplinary action and of the employees that they
- 17 handle their roles in such a manner as will avoid embarrassment.
- 18
- 19 10. An employee disciplined in writing shall have the opportunity to make a written response
- 20 for inclusion in the personnel file within ten (10) days providing a copy to the person taking
- 21 the disciplinary action.
- 22

23 ARTICLE XVI - PERSONNEL FILES

24

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

- 1 4. The personnel files are the exclusive property of the Employer and documents appropriately
2 placed therein will be retained as a part of the employee's work history. With the exception
3 of documents related to disciplinary action which are cause for immediate discharge (Article
4 XV-3) warnings and reprimands will not be considered when decisions are reached
5 regarding transfer, assignment or reassignment, if the employee has not been subsequently
6 disciplined for any related or similar incidents for a period of two (2) years.
7

8
9 ARTICLE XVII - ASSIGNMENT
10

- 11 1. Custodians and housekeeping utility employees shall be assigned to duties within their job
12 classification with consideration given to their preference provided this results in the
13 operational needs of the district being met using the following criteria:
14
15 a. the attainment and maintenance of required skill levels by experienced employees
16 needed for the particular type of work to be performed,
17 b. training specific to the current and requested assignments, and
18 c. an adequate number of employees with the skills and training needed.
19
20 2. Employees who apply in writing may be reassigned to vacancies in other job classifications
21 with consideration given to their preference provided this results in the operational needs
22 of the district being met using the following criteria:
23
24 a. the attainment and maintenance of required skill levels by experienced employees
25 needed for the particular type of work to be performed,
26 b. training specific to the current and requested assignment,
27 c. number of employees with the skills and training needed,
28 d. overall capabilities and qualifications, and
29 e. affirmative action.
30

31 Interviews may be required after screening for those available applicants who possess
32 the identified desirable qualifications.
33

34
35 ARTICLE XVIII - TRANSFERS
36

- 37 1. Custodian employees who request a transfer on the appropriate form within the established
38 timelines shall be transferred within their job classification from one work location to another
39 when there are openings by bargaining unit seniority according to preference of the
40 employees provided this results in the operational needs of the district being met using the
41 following criteria:
42
43 a. the attainment and maintenance of required skill levels by experienced employees
44 needed for the particular type of work to be performed,
45 b. training specific to the current and requested assignments,
46 c. number of employees with the skills and training needed,
47 d. affirmative action, and
48 e. Transfer may be delayed until such time as the transfer does not result in multiple
49 vacancies at one work location. However, no transfer shall be delayed longer than
50 ninety (90) calendar days.

2. Lead custodians who request a transfer on the appropriate form within the established timelines and after they have received the recommendation of the receiving supervisor shall be transferred within their job classification from one work location to another when there are openings.
3. Before they are declared vacant, open positions for which no employees have requested transfers shall be posted by shift at least five (5) days on a district-wide basis in order to allow employees to request transfers. Such transfer requests shall be considered according to item #1. Employees assigned to a building in which a shift vacancy occurs, must submit a bid request in order to be considered for the vacancy.
4. Vacancies resulting from staffing through the bid process will not 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.
5. The Union shall be provided with a copy/notified of all postings.
6. The Employer shall make other transfers for good cause as may be necessary for the efficient operation of the district.

ARTICLE XIX - LAYOFF/RECALL

Section A The Superintendent/designee shall meet with representatives of the Union to discuss possible layoff prior to notification of the Board. Layoff shall occur as follows:

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

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

1. Affected employees shall be considered for recall/restoration in order of district seniority before the positions from which employees have been laid-off/reduced are filled by new

1 applicants.

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

6
7 3. A laid-off employee who rejects recall, fails to report for work when assigned, or who
8 resigns or retires will no longer be considered.

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

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

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

19
20 Section F During layoff or reduction in force, the employee may apply for employment as a
21 substitute within a job classification and shall be given preference before other substitute
22 applicants are employed.

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

27
28 Section H An employee shall be removed from the recall list after two (2) consecutive years in
29 layoff status.

30
31 Section I The Union shall be provided a list of the names and job classifications of laid-off
32 employees.

33 34 35 ARTICLE XX - CALENDAR

36
37 The Superintendent shall appoint two (2) employees to serve on the School Calendar Committee
38 from among those nominated by the Union. The employees shall have the opportunity to offer
39 suggestions and to make recommendations with respect to the development of the Annual
40 School Calendar.

41
42 The Superintendent's recommendation to the Board pertaining to the adoption of the Annual
43 School Calendar shall be provided in advance to the Union.

44 45 46 ARTICLE XXI - GRIEVANCE PROCEDURE

47 48 Section A Definition

49
50 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.

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

Section B Purpose

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

Section C Representation

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

Section D Informal Procedure

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

Section E Formal Procedure

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

Step I - Grievant/Area Supervisor: The grievant within five (5) days after being informed of its informal disposition, may present the written grievance to the Area Supervisor or other appropriate administrator. The administrator shall discuss with the employee the nature of the complaint and any action that the supervisor believes could be taken to resolve the grievance. The administrator shall provide a written decision to the employee and the union no later than five (5) days after receipt of the employee's formal grievance. If the Area Supervisor fails to respond within the time allotted, the grievance will automatically move to Step II.

Step II - Grievant/Housekeeping Manager: If the grievant continues the allegation of violation, misapplication, or misinterpretation following the response received from the administrator the employee may present within five (5) days from receipt of the Level I decision the written grievance to the Housekeeping Manager or other appropriate administrator. This administrator will investigate the allegation, review previously presented information and the Level I response, meet with the employee, and shall provide a written decision to the employee within five (5) days after receipt of the grievance.

Step III - Grievant/Superintendent or designee: If the grievant continues the allegation of violation, misapplication, or misinterpretation the written grievance may be presented within five (5) days from receipt of the Level II decision to the Superintendent/designee. The Superintendent/designee shall review previously presented information and administrative

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

5 Step IV - Third Party: If, after receiving the Level III decision, the grievant continues the
6 allegation of violation, misapplication, or misinterpretation, the Union may submit the
7 written grievance to mediation by notifying the Superintendent/designee within twenty (20)
8 days of receipt of the Level III decision. The mediator shall be the person jointly selected
9 by the Employer and the Union. The mediator shall have authority to meet with the grievant
10 and authorized representatives of the Employer and the Union and make procedural rules
11 consistent with this Agreement. Such meetings shall be held as promptly as practicable
12 after the request for mediation and the mediator shall issue an advisory opinion within a
13 reasonable time but no later than sixty (60) days after the date of selection.
14

15 The mediator shall be without power or authority to alter, amend or modify any of the terms
16 of this Agreement or to offer any opinion which is contrary to or violative of the terms of this
17 Agreement. The opinion of the mediator shall be submitted in writing setting forth findings
18 of fact and conclusions and will be binding unless dismissed by a four-fifths (4/5) majority
19 vote of the Board voting at a public meeting within twenty (20) days of its receipt. Prior to
20 the Board voting the Union shall have the right to have a representative appear and present
21 the Union's position. The costs for the services of the mediator, including per diem
22 expenses, if any, travel and subsistence expenses and the cost of any hearing room will be
23 borne equally by the Employer and the Union. All other costs will be borne by the party
24 incurring them.
25

26 Section F Grievances Arising From Other Than Immediate Supervisor

27

28 An employee who believes that there is a basis for a grievance arising from an action or inaction
29 on the part of an administrator other than the immediate supervisor may initiate a grievance with
30 the administrator which shall be handled using the same procedure and timelines provided for
31 in Sections D and E.
32

33 Section G Grievance Meetings and Hearings

34

35 All grievance meetings and hearings required during the formal stage shall be closed except to
36 the grievants, Union representative(s), Employer representative(s), and essential witnesses.
37

38 Section H General Provisions

39

- 40 1. The time limits provided for in this Grievance Procedure shall be strictly observed unless
41 extended by mutual agreement. Failure of the employee to proceed with the
42 complaint/grievance within the time limits provided shall result in its dismissal. Failure of
43 the administrator(s) to respond within the time limits provided shall entitle the employee to
44 proceed to the next step in the Grievance Procedure.
45
- 46 2. A grievance may be withdrawn by the Union at any time and at any step of the Grievance
47 Procedure after the Union has been informed; provided, however, the same grievance shall
48 not be filed the second time by the same employee after the grievance has been withdrawn.
49
- 50 3. The filing of a grievance shall in no way interfere with the responsibility of the employee to

1 fulfill assigned duties.

- 2
- 3 4. The employee and the Union are required to exhaust the Grievance Procedure before
- 4 seeking alternative remedies including rights to which they are entitled under the law.
- 5
- 6 5. The commencing of a legal or administrative appeal proceeding by an employee or the
- 7 Union against the Employer in a court of law or equity or any Federal, State, or local
- 8 administrative agency alleging misapplication or misinterpretation of any provisions of this
- 9 Agreement shall be deemed an election of remedy and a waiver by said employee or Union
- 10 of their right to resort to the Grievance Procedure.
- 11
- 12 6. All official grievance records shall be kept separately from the personnel files.
- 13
- 14 7. Grievance forms shall be prepared by the Employer and reviewed by the Union which shall
- 15 have the responsibility for the distribution of the approved forms for filing grievances. The
- 16 costs of the grievance forms shall be borne by the Employer.
- 17
- 18 8. The Union shall be entitled to initiate with the appropriate administrator and process through
- 19 Section D and the applicable steps of Section E complaints/grievances alleging violation,
- 20 misapplication, or misinterpretation of a provision(s) within this Agreement specific to Union
- 21 rights and entitlements and those which affect a substantial number of employees
- 22 district-wide.
- 23
- 24 9. Grievance decisions and appeals under Section E shall be in writing with copies transmitted
- 25 promptly to the grievant, Union, and Superintendent/designee(s).
- 26

27

28 ARTICLE XXII - PRINTING

29

- 30 1. Copies of this Agreement shall be made available on-line by the Employer.
- 31
- 32 2. The Employer shall furnish 700 copies to the Union for its use.
- 33

34

35 ARTICLE XXIII - SAVINGS

36

37 Should an article, section or clause of this Agreement be determined by the appropriate agency

38 or court to be illegal or contrary to federal, state or local law or regulations, it shall be null and

39 void. The remaining articles, sections and clauses shall remain in full force and effect for the

40 established duration, if not affected by the deleted article, section or clause.

41

42

43 ARTICLE XXIV - DURATION

44

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

1 and, to the extent practicable, participation by the Union.

- 2
- 3 2. Either the Employer or the Union desiring changes, additions, or deletions in this Agreement
- 4 shall notify the other in writing after which a conference must be held within thirty (30) days.
- 5
- 6 3. The provisions contained within this Agreement shall be effective from July 1, 2017 through
- 7 June 30, 2020 with the exception of Article 10, Compensation, which will be re-opened for
- 8 negotiations for the 2018-19 school year and each subsequent year unless bargained
- 9 otherwise.
- 10
- 11 4. This Agreement as contained herein is made by and between the Employer and the Union
- 12 as of August 22, 2017.
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2 Board of Education of Jefferson County, Kentucky
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4
5
6

7 _____
8 Chris Brady
9 Chairperson
10
11

12 _____
13 Martin Pollio, Ed.D.
14 Superintendent
15

16 _____
17 
18

19 Robert W. Tanner
20 Chief Negotiator
21
22

23 _____
24 
25

26 Michael Raisor, Ph.D.
27 Chief Operating Officer
28
29

30 _____
31 
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33 Cordelia Hardin
34 Chief Financial Officer
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1
2 Service Employees International Union Local 320
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7 Mike Warren

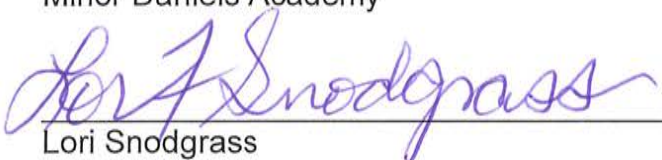
8 NCFO/SEIU Business Agent
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10 
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12 Kevan Sheppard

13 Thomas Jefferson Middle School
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17 Reginald Logan


18 Minor Daniels Academy
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22 Lori Snodgrass

23 Western High School
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25 
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27 Diana Henderson

28 Wilkerson Elementary
29

30 
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32 George Mueller

33 Maintenance
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1 JEFFERSON COUNTY BOARD OF EDUCATION
2 NEGOTIATION TEAM
3

4 Rob Tanner
5 Chief Negotiator
6

7 Mike Raisor
8 Chief Operating Officer
9

10 Cordelia Hardin
11 Chief Financial Officer
12

13 Tyson Gorman
14 Legal Counsel
15

16
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19
20
21
22
23
24 SEIU Local 320
25 NEGOTIATIONS TEAM
26

27 Robert Smith
28 Business Manager
29

30 Mike Warren
31 Business Agent
32

33 Richard Becker
34 Organizer
35

36 Kevan Sheppard
37 Thomas Jefferson Middle School
38

39 Reginald Logan
40 Minor Daniels Academy
41

42 Lori Snodgrass
43 Western High School
44

45 Diana Henderson
46 Wilkerson Elementary
47

48 Georg Mueller
49 Maintenance