AS TO FORM 11-3-11

## MEMORANDUM OF AGREEMENT BY AND BETWEEN

## JEFFERSON COUNTY BOARD OF EDUCATION

## AND THE

## JEFFERSON COUNTY ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES ON BEHALF OF LOCAL 4011

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made and entered by and between the Jefferson County Board of Education (hereinafter JCBE) and the Jefferson County Association of Educational Support Personnel, American Federation of State County and Municipal Employees on Behalf of Local Number 4011 (hereinafter JCAESP/ AFSCME.)

**WHEREAS**, the JCBE and JCAESP/AFSCME seek to clarify and agree to the procedure for assigning overtime to employees working in the Nutrition Service Center.

**NOW, THEREFORE,** for consideration, the Parties agree as follows:

1. Overtime will be assigned in the following manner: JCBE will first offer overtime to all employees who work in the department(s) where overtime is needed. If the number of employees needed to work overtime cannot be met by volunteers from within the affected department(s), overtime will be assigned based upon whether the overtime requires specialized skills or can be performed by anybody.

**2.** If specialized skills are required in order to work the overtime, JCBE will first offer the overtime by order of seniority, most to least, to all qualified employees. If the overtime can be carried out by any employee, JCBE will first offer the overtime by order of seniority, most to least, to all employees. If overtime slots still remain to be filled after the overtime has been offered by use of either of these methods, JCBE will proceed in order of least seniority to most seniority and require all such employees to work overtime until the number of employees needed to work overtime is satisfied.

**3.** The order of seniority for purposes of overtime resets after each overtime day.

**4**. Management will notify employees of the need to work overtime as soon as it is practicable to do so.

**5. PERIOD OF PERFORMANCE:** The effective dates for this MOA will be from November 29, 2017 through June 30, 2021. This MOA shall not be modified or terminated except by the written agreement of all Parties.

6. ENTIRE AGREEMENT: This MOA is the entire agreement and understanding of the

Parties with respect to the subject matter set forth herein and this MOA supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that is not embodied in this MOA. This MOA cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the Parties hereto.

Jefferson County Board of Education

Chris Brady, Chairperson

Marty Pollio, Acting Superintendent

Il Menderson

O'Dell Henderson, Director Labor Management and Employee Relations

Date

Date

Date

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

Sue Foster, President