

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE
JEFFERSON COUNTY BOARD OF EDUCATION AND TEAMSTERS
LOCAL 783

The parties to this agreement are the Teamsters Local 783 (Teamsters), and the Jefferson County Board of Education (JCBE). The parties mutually and in good faith agree to the following concerning employee job responsibilities:

Whereas, Article 3 Recognition states, "The Employer recognizes the Union as the official representative of regular, full-time (excluding initial probationary, part-time, temporary, seasonal and substitute) bus driver, mechanic, service maintenance, in-school security, information technology and special needs transportation assistant employees in Job Family I B;"

Whereas, the Commonwealth of Kentucky is in a state of emergency due to the COVID-19 public health crisis, which is having immediate and significant impacts on public schools, the Governor has declared a state of emergency;

Whereas, on Tuesday, July 21, 2020, the JCBE voted to not conduct in-person classes to start the 2020-2021 school year, but to hold Non-Traditional Instruction (NTI);

Whereas, JCBE desires to maintain employment for all current employees in good standing with the District and avoid invoking Article 19 Layoff/Recall; and

Whereas, an employee's job description may not apply in an NTI working environment,

Therefore, the District will exercise its rights in Article 3, so that an employee represented by Teamsters will be expected to return to a physical work location on the employee's scheduled date of return and follow District guidance for returning to work; if the employee's job description is not applicable in an NTI working environment, the employee will have responsibilities outside of the employee's job description until the District returns to in-person classes unless otherwise decided; and the employee's supervisor, compensation, and position within the District will remain as is and the representative organization will remain Teamsters, unless the employee applies for, interviews and accepts another position within the District. The District will attempt to accommodate the employee's needs concerning placement, however if an employee refuses to accept the work assignment during this time, the employee may take any available approved leave or face disciplinary action which may include termination. The District will follow normal leave processes when an employee qualifies for such.

Bus drivers will be allowed to select their routes through the normal process at the normal time which determines the number of hours they will work each day.

A list of jobs (and the number of employees needed for those jobs) for employees affected by this change will be developed and communicated so that employees may submit preferences. Selection of positions will be based on qualifications, medical conditions and seniority, with no one criteria weighted more than another. If an employee is unable to physically perform the assigned job, the district will try to find an alternate position suited to the employee's physical abilities.

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 warning or written agreement or understanding between the parties relative thereto. No

representative, 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 submitting written agreement duly executed by all of the parties hereto.

JEFFERSON COUNTY BOARD OF EDUCATION

Diane Porter
Chairperson, JCBE

Date

Martin Pollio, Ed.D.
Superintendent, JCPS

Date

O'Dell Henderson
Director of Labor Management And Employee
Relations, JCPS

Date

TEAMSTERS LOCAL 783

John Stovall
President, Teamsters Local 783

Date