

Tentative  
Collective Bargaining Agreement

2022-2027

By and Between

Jefferson County Board of Education

and

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

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1 PREAMBLE

2  
3 The Jefferson County Board of Education and the Jefferson County Association of Educational Support  
4 Personnel do hereby agree that the welfare and success of the children of Jefferson County is paramount  
5 and will be promoted by both parties.  
6

7 The parties further recognize that diversity is one of Jefferson County Public Schools greatest assets in the  
8 education of our students. With that recognition, we renew our commitment to foster a school system that  
9 treats each student, parent, and employee with respect, dignity, and sensitivity to their unique needs and  
10 culture.  
11

12 This Agreement is made and entered into by and between the Board of Education of Jefferson County,  
13 Kentucky, hereinafter called the "Employer" and the Jefferson County Association of Educational Support  
14 Personnel, also known as JCAESP AFSCME Local 4011, hereinafter called the "Union;" the Employer and  
15 the Union when jointly referred to are hereinafter called the "Parties."  
16

17 Therefore, the Parties mutually and in good faith agree to the following:  
18

19 ARTICLE 1 – DEFINITIONS

20  
21 When used in this Agreement, the following definitions apply:  
22

- 23 1. **Abuse of sick leave** means the utilization of sick leave for reasons other than those stated in state  
24 law, Board policy, or this agreement; or a pattern of sick leave use (i.e. consistent use of sick days  
25 following or preceding holidays).  
26
- 27 2. **"AIS"** means Accelerated Improvement Schools those schools that the District identifies as  
28 needing additional support.  
29
- 30 3. **Building Representatives** are Union members at each work location designated by the Union  
31 president to transact Union business at a work location to which the member is regularly assigned.  
32
- 33 4. **CBA** is the Contract Bargaining Agreement between the Employer and the Union.  
34
- 35 5. **Confidential/Essential Employees** means the Superintendent is authorized to determine that  
36 employees holding certain jobs are not eligible for representation by the Union because of the  
37 nature of their work or the information to which they have access. The employees shall be referred  
38 to as confidential/essential employees and shall not be included in the bargaining unit.  
39
- 40 6. **Days** means days of the week, excluding Saturday, Sunday, and holidays.  
41
- 42 7. **Duty Free Lunch** means that the employee is free of all work assignments during the lunch break  
43 period.  
44
- 45 8. **Employee** means any person included in the representation unit (as defined by Article 3,  
46 Recognition).  
47

- 1 9. **Employer** means the Jefferson County Public Schools District, an independent agency and  
2 instrumentality of the Commonwealth of Kentucky.  
3
- 4 10. **Extra Service** means work performed in excess of regular schedule.  
5
- 6 11. **FMLA** means Family Medical Leave Act.  
7
- 8 12. **Grievance Resolution Agreement** means an agreement between the employer, the Union, and one  
9 or more employees to resolve a written grievance, which has been filed pursuant to this collective  
10 bargaining agreement. Such an agreement does not require approval of the Board and is not reported  
11 to the Board.  
12
- 13 13. **Immediate Family** means the employee's spouse, children (including stepchildren and foster  
14 children), grandchildren, daughters-in-law and sons-in-law, brothers, sisters, parents, spouse's  
15 parents, grandparents, and spouse's grandparents, without reference to the location or residence of  
16 said and any other blood relative who resides in the employee's home.  
17
- 18 14. **KAR** is Kentucky Administrative Regulations.  
19
- 20 15. **KDE** is the Kentucky Department of Education.  
21
- 22 16. **KRS** is Kentucky Revised Statute.  
23
- 24 17. **Laid Off** is a condition in which a classified employee's contract is suspended due to lack of a  
25 vacant position of the same job description and grade level.  
26
- 27 18. **Length of Service** means amount of time in active pay status while assigned to a job  
28 classification(s) as an initial probationary or permanent employee, whichever is applicable, from  
29 first compensable day following last break in service computed in years; ties to be broken by  
30 seniority.  
31
- 32 19. **Members or Membership** means only those employees in the representation unit belonging to the  
33 Association/Union.  
34
- 35 20. **Negotiations** means a process and a method that provides for the Employer and the Union to  
36 negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions  
37 for resolving disagreement in the event of impasse.  
38
- 39 21. **Occurrence of Absence** means a single event of illness, consisting of one or many consecutive  
40 days.  
41
- 42 22. **Overstaff** means a condition where a Job Family IA or Job Family IB employee's position is  
43 eliminated at a specific location and the employee is involuntarily placed on the transfer list.  
44
- 45 23. **Overtime** means work performed beyond forty (40) hours per week.  
46
- 47 24. **School Term** means the school calendar beginning the first student day and ending the last student  
48 day.  
49

- 1 25. **Seniority** means the total amount of continuous time from the first compensable day as an initial  
2 probationary or permanent employee following last break in service including all approved paid  
3 and unpaid leave; ties to be broken by the largest sum of the final four (4) digits of the employees'  
4 Social Security number.
- 5 26. **Superintendent / Designee** means the Superintendent of Schools of Jefferson County, Kentucky  
6 or an administrator or supervisor authorized to act on behalf of the Superintendent in the  
7 administration of this Agreement.
- 8
- 9 27. **Union/Authorized Representative** means the Jefferson County Association of Educational  
10 Support Personnel an affiliate of AFSCME, American Federation of State, County and Municipal  
11 Employees Local 4011, and/or any Union employee/member the Union leadership appoints or  
12 elects.
- 13
- 14 28. **Vacancy** means a permanent full-time position approved by the Board, funded in the budget, and  
15 released for staffing which does not have a regular full-time employee of record assigned to it.
- 16
- 17 29. **Working Calendar** defines all contractual working and non-working days including start, ending  
18 and holidays for all JCPS employees.
- 19

## 20 ARTICLE 2 - EMPLOYER RIGHTS

### 21 OPERATIONAL NEEDS – Section A

22

23 Except as limited by the provisions of this Agreement, law, regulations and code, the Employer  
24 does hereby have and retain, solely and exclusively, all managerial rights and responsibilities which  
25 shall include but not be limited to, the right to determine policies, rules, regulations and procedures  
26 of the Employer; to establish, amend or modify an overall budget; to establish, change, combine  
27 or abolish job classifications or the job content of any classification; to discipline employees (with  
28 just cause); to relieve employees from duty for lack of work or other legitimate reasons or lessen  
29 their duty; to hire and promote employees; to determine the starting and quitting time and the  
30 number of hours, and shifts to be worked; to expand, reduce, alter, combine, or cease any job  
31 operation or service; to control and regulate the use of machinery, equipment and other property of  
32 the Employer, to introduce new and improved research, development and services, and technology;  
33 to determine the number and types of employment required and to assign work to such employees  
34 in accordance with the operational needs of the school district; and direct the work force. (Unless  
35 abridged by this agreement)

### 36 RESPONSIBILITY – Section B

37

38 All school management personnel shall carry out the following responsibilities:

39

- 40 1. Adhering to the provisions of this Agreement.
- 41 2. Complying with the Board's rules and regulations which are necessary to implement the
- 42 provisions of this Agreement.
- 43

## 44 ARTICLE 3 – RECOGNITION

45

46 The Union is recognized as official representative of regular, full-time (excluding part-time,  
47 temporary, and seasonal and substitute), new-hire probationary, School and Community Nutrition

Service employees in Job Family IB, and Clerical, Instructional and technical employees in Job Family IA, and any other qualifying employee, except for those holding positions designated by the Superintendent as confidential/essential.

New-hire probationary employees shall be treated as “employees” for the exclusive and sole purpose of access to and qualifications for JCAESP-AFSCME employee scholarship opportunities and other AFSCME sponsored member-only benefits and shall remain under the jurisdiction of JCBE policies governing employees within the initial probationary period.

The below list of job titles may not be all inclusive and is subject to addition, deletion, or change in title.

Accounting Clerk	ECE Instructional Asst. PT	Property Records Auditor
Accts. Payable Control Clerk	ECE Instructional Asst.	Purchasing/Bid Clerk
Accts. Payable/Approval Clerk	Educational Interpreter I	Recep/Centrex Oper. VHEC
Assessment Support Technician	Educational Interpreter II	Receptionist/Clerk
Associate Graphic Designer	Educational Interpreter III	Records Clerk
Assistant Production Nutrition Ser.	Editorial Assistant	Records/Attendance Clerk
Bilingual Associate Instructor I	Energy Auditor	Safe Crisis Mgn. Asst.
Bilingual Associate Instructor II	Energy Compu Oper/Dispatch	School Clerk/Lun Monitor
Bilingual Associate Instructor III	ERSEA Clerk	School Bookkeeper I 6HR/205D
Binder/Copy Technician	Graphic Designer	School Bookkeeper I 8HR/205D
Binder/Distribution Clerk	Head Start Instructor II	School Bookkeeper I 6HR/215D
Bookkeeper	Head Start Instructor III	School Bookkeeper I 8HR/215D
Braille Clerk	Health Screening Nurse	School Bookkeeper II 8HR
Bus Monitor	Home School Coordinator	School Clerk 6.5HR/185D
Buyer	Instructional Asst/LOA	School Clerk 8HR/185D
Career Development Assistant	Instr. Assist. 5yr/Instr. Assist.	School Clerk 6.5HR/187
Career Planner	Instructional Assistant	School Clerk 8HR/187
Career Tech/ECE Job Coach III	Instructional Assist. 5 yr. Old	School Clerk 8HR/190D
Clerk I	Instructional Assistant PT	School Clerk PT Permanent
Clerk II	Instructional Assistant T1	School Clerk/IA
Clerk II Part-Time	Instructor I	School Clerk/LOA
Clerk III	Instructor II	School Plan Draftsman
Clerk School Library Media	Instructor III	School Secretary I
Clerk/Bookkeeper	Lead Asst. Nutrition Serv.	School Secretary II
Clerk/Typist	Lead Asst. Production Nutr	Secondary Order/Receiving Clerk
Clerk II/School Clerk	Lead Mail Service	Secondary School Attendance Clerk
Clerk School Media PT	Lunch Monitor/IA	Secondary School Records Clerk
Community Liaison	Lunchroom Monitor PT Perm	Secretary I
Computer Lab Technician	Lunchroom Monitor	Secretary II
Construction/Facilities Tech.	Lunchroom/Office Asst. PT	Secretary III
CO-OP Child Dev. Ctn. Asst	Lunchroom/Office Assistant	Secretary/Bookkeeper
Coordinator Nutrition Ser. I	Media Clerk/Instr. Assistant	Secretary/Bookkeeper II
Coordinator Nutrition Ser. II	Media Clerk/Lunch Monitor	Senior Accounting Clerk
CPR/First Aid Trainer	Media Clerk/Lunchroom Off. Asst.	Senior Production Clerk
CRC Technician	Media Clerk/School Clerk	Senior Production Printer
Customer Service Rep.	Medical Secretary	Senior Purchase/Bid Clerk
Data Entry Clerk	Middle School Records Clerk	Sr. Expense Control Clerk
Data Mang. Research Tech.	Nurse (LPN)	Student/Community Liaison
Early Child Inst. Asst. Lead	Nutrition Service Assistant	Support Services Aide
Early Child Instructor III	Outreach Worker TAPP	System Coordinator
Early Head Start Instr. II	Parent Liaison	Therapist Asst. OT/PT
Early Head Start Instr. III	Parent/Comm Inv. Asst. PT.	Trainer Nutrition Services
EC Compreh. Serv. Liaison	Placement Clerk	Video Specialist
EC Instructional Assistant	Production Printer	Warehouse Clerk
		Work Order Clerk

## ARTICLE 4 - UNION RIGHTS

### DUES DEDUCTION - Section A

1. The Union is obligated to represent all employees in the representation unit.
2. 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. The Union shall save the Employer harmless against any claims, legal or otherwise, which may arise therefrom. The Union reserves the right to defend such claims.
3. Membership dues shall be transmitted to the Union by the employer. The Union shall annually certify in writing the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction.
4. Membership dues for the Union will be deducted from each employee's paycheck bi-weekly in twenty (20) equal consecutive payments on a deduction schedule established by the Employer. The Employer will submit to the Union an electronic file for each payroll period listing all active bargaining unit employees. The Union will submit membership cards and an electronic file of new members to be added to the electronic file to the Employer for each payroll period, in the format required by the Employer, listing the employees for whom dues are to be deducted. The electronic file shall contain the employee's full name, employee identification number, deduction code, and update code.
5. The Union shall maintain all signed membership cards and provide for any and/or all employees to the Employer upon Employer's request.
6. The Union shall indemnify and save harmless the Employer and its members, officer, employees and agents against any liability that may arise out of or by reason of any action taken by the Employer consistent with the foregoing provisions relating to membership dues deduction including reasonable attorney's fees. In the event the Employer should be held liable or responsible for repayment of any membership dues paid to the Union pursuant to the Agreement, the Union shall reimburse such monies to the Employer. The Union shall bear the cost and responsibility of correction of any errors in information transmitted by the Union. The Employer will not reimburse the Union for any dues not withheld due to Union error.
7. In the event that legislation prohibiting payroll dues deduction is imminent, both parties shall agree to negotiate in good faith necessary changes regarding members' dues deduction authorization at that time.

### NEW-HIRE PROBATIONARY EMPLOYEES – Section B

The Union shall be allowed to address newly hired employees at the conclusion of each District provided orientation meeting advising them of their union rights and benefits and to solicit their membership in the Union under the terms of the Agreement. The Employer will deduct specified dues from the members who

1 the Union has notified the Employer in writing of their desire for membership as noted by their signature  
2 on the AFSCME Membership Application. Dues withheld for new-hire probationary employees are for the  
3 exclusive and sole purpose of access to and qualification for JCAESP-AFSCME employee scholarship  
4 opportunities and other AFSCME sponsored member-only benefits not including Articles 5 through 28 of  
5 this Agreement.

#### 6 7 UNION WITHDRAWAL – Section C 8

9 The Employer will cease the deduction of dues upon written notification by both the employee and Union.  
10 Any member requesting to withdraw their membership must submit in writing a notarized letter of intent  
11 to withdraw to both the Union and the employer. The Union will provide an electronic file which includes  
12 the JCPS employee identification number, if available, to the JCPS Payroll department of all individuals  
13 who have provided a signed and notarized withdrawal letter to the Union.

#### 14 15 EMPLOYEE DATA – Section D 16

17 The Employer shall provide the Union on the same schedule as used for dues deduction transmittal, the  
18 following information electronically:

- 19 1. Employee's name (last, first)
- 20 2. Dues deduction status
- 21 3. Employee's identification number
- 22 4. Employee's mailing address (including zip code)
- 23 5. Employee's work location (reporting cost center)
- 24 6. Employee's seniority date
- 25 7. Employee's assignment date to most recent position
- 26 8. Salary schedule placement (grade, step hourly wage, yearly salary, days worked)
- 27 9. Employee's phone number
- 28 10. Employee's district email address

29  
30  
31 The Union shall save the Employer harmless against any claims, legal or otherwise, related to the providing  
32 of this information to the Union and its use of such information.

#### 33 34 INFORMATION EXCHANGE – Section E 35

36 The Employer and the Union shall make available to each other upon written specific requests any statistics  
37 and reports routinely compiled which are not confidential and which are relevant to this Agreement or  
38 necessary for its proper administration. The Union shall submit such requests in accordance with applicable  
39 open records law.

#### 40 41 UNION PRESIDENT LEAVE – Section F 42

43 The Employer shall, upon request, grant the elected President of the Union up to two hundred and twenty  
44 (220) days of leave per fiscal year without the loss of Employer paid salary, step increment, or fringe  
45 benefits. Requests for union president leave shall be made in writing to the Superintendent/designee  
46 normally at least five (5) days in advance of the leave usage. Should the Union President be a school-based  
47 employee, the employee must take leave for their entire work calendar to allow the school to have a full-  
48 time replacement. The Union will reimburse the Employer the salary of the union President for all union



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

#### 3 4 UNION LEAVE – Section G

5  
6 The Union shall be entitled to designate individual employees to be granted leave in an aggregate amount  
7 not exceeding two hundred and fifty (250) days per year to be taken in full days for the conduct of necessary  
8 Union business, such designation to be made in writing to the Superintendent/designee normally at least  
9 five (5) days in advance of the leave usage. The parties agree that Union leave will not be granted during  
10 the first five (5) days just before the school term, the first five (5) days of the school term or the last ten  
11 (10) days of the school term, closing day and the day immediately following, and in the case of school-  
12 based employees, during standardized testing such as state/federal tests.

#### 13 14 UNION REPRESENTATIVES – Section H

15  
16 The Union president, and/or one (1) designee, and one (1) employee at each work location designated by  
17 the president shall have the right exclusively to transact Union business at work locations to which the  
18 employees are regularly assigned at such times before and after employee duty hours and during scheduled  
19 meal and rest breaks as will not interfere with or disrupt operations provided the Union president/designee  
20 has previously registered with the chief building administrator and immediate supervisor where applicable.  
21 The Union shall provide the Superintendent/designee with a list of the names and work locations of all  
22 persons authorized to transact Union business at work locations. The designee(s) shall be either a union  
23 representative(s) and/or the designated “staff representative(s)”. The list provided to each  
24 principal/administrator, or designee need not contain the names of building representatives for other work  
25 locations.

#### 26 27 UNION PROFESSIONAL LEAVE – Section I

28  
29 The Union shall be entitled to request professional leave in order that members who are state and/or national  
30 officers may attend state and national conferences. The Union shall be entitled to request professional leave  
31 in order that members may attend state, national and local conferences.

#### 32 33 ADMINISTRATOR & BUILDING REP MEETINGS – Section J

34  
35 The principal/administrator or designee of each location and the Union building representative(s) may meet,  
36 upon request, every other month, when practicable, to discuss implementation of the provisions of this  
37 Agreement and other items of mutual concern.

#### 38 39 EMPLOYER/UNION RELATIONS MEETINGS - Section K

40  
41 The Superintendent/designee(s) shall meet bi-monthly, when practicable, with not more than five (5)  
42 representatives of the Association/Union to discuss administration of this Agreement and other matters of  
43 mutual concern.

#### 44 45 UNION ANNOUNCEMENTS – Section L

46  
47 The Union building representative shall upon request be given time prior to or after each faculty and/or  
48 staff meeting for brief announcements and the distribution of approved union materials. The building  
49 communication system shall be made available according to established procedures of the facility for use

1 by a Union building representative to make brief announcements concerning meetings. The Union shall be  
2 provided upon request a building roster showing the names, home addresses, and assignments of all  
3 employees.  
4

#### 5 BUILDING USAGE/MEETINGS – Section M 6

7 The Union may use facilities designated by the Employer before or after the employees' normal work hours  
8 for which the Union shall pay the Employer's regular fees for special custodial services or damage should  
9 there be any damage in excess of the normal wear. The Union shall save the Employer harmless against  
10 any claims, legal or otherwise, which may arise there from.  
11

#### 12 DISTRICT-WIDE COMMITTEE REPRESENTATION - Section N 13

14 Any and all district-wide committees shall have Union representation. All such Union representation shall  
15 be appointed by the president of the Union.  
16

#### 17 COURIER SYSTEM/BULLETIN BOARDS/ADVERTISING – Section O 18

19 The Union shall have the right to use the district courier service to communicate with employees covered  
20 by this Agreement only as permitted by U.S. Postal regulations. Communications approved for distribution  
21 through the courier service shall be specifically addressed to an individual and shall not include items of a  
22 personal nature. The Union shall save the Employer harmless against claims, legal or otherwise, which  
23 relate to the use of the courier service. Two (2) copies of material(s) sent through the courier service,  
24 distributed on the Employer's property, or posted shall be provided in advance to the  
25 Superintendent/designee, one (1) copy shall be provided in advance to each chief building administrator  
26 where the material is distributed. 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 by the chief building  
28 administrator at each work location. A copy of any posted material shall be provided to the  
29 Superintendent/designee and the chief building administrator before it is posted.  
30

31 Material containing advertising or solicitation of commercial materials, products or services (including  
32 anything for sale by an employee for the employee's financial gain which is a product of their own talent or  
33 skill as well as the product of an ongoing commercial interest) shall not be posted, distributed through the  
34 courier service or distributed in any manner on the Employer's property by the Union or for its benefit.  
35

#### 36 JCPS EMAIL SYSTEM – Section P 37

38 The Employer agrees to permit the Union access to the e-mail system and the same rules, as found in the  
39 labor agreement, that govern use of the school system's courier service by the Union, as well as the JCPS  
40 Net Acceptable Use Policy, shall apply. In addition, the Union agrees to abide by the Employer's "JCPS  
41 Net Employee Acceptable Use Policy". The Union shall save the Employer harmless against any claims,  
42 legal or otherwise, arising out of use of the Employer email system.  
43

#### 44 JCPS BOARD AGENDA – Section Q 45

46 The Superintendent/designee shall provide the Union a copy of the official agenda in advance of regular  
47 Board meetings except for those items privileged by law.

POLITICAL MATERIAL – Section R

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

WAGES/COMPENSATION CHANGES – Section S

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

TECHNOLOGY CHANGES - Section T

The Employer shall inform the Union fifteen (15) days in advance, of the introduction of automation or equipment which will likely result in, (a) substantial reduction or displacement of the total number of employees, (b) substantial change in the job to which employees are assigned, or (c) change in salary classification of the jobs. The Union retains the right to grieve such change.

JOB DESCRIPTION MODIFICATIONS – Section U

Modified job descriptions will be provided to the employees by the supervisor within fifteen (15) days of the date of change.

ASSIGNMENT REQUEST – Section V

All copies of transfer requests, reassignment requests, and voluntary demotion requests submitted by employees will be provided to the Union upon request.

ARTICLE 5 – EMPLOYEE RIGHTS

DISCRIMINATION – Section A

1. The contents of this Agreement shall be applied to all employees eligible for representation by the Union without regard to race, color, sex, age, religion, disability, veteran status, national origin, marital or parental status, political affiliations or beliefs, sexual orientation, gender identity, gender expression, genetic information, pregnancy, or terms and conditions of membership in the Union.
2. No employee shall be appointed, promoted, demoted, dismissed or in any way favored or discriminated against with respect to employment because of political or religious opinions or affiliations, race, color, sex, sexual orientation, age, religion, disability, veteran status, national origin, marital or parental status, political beliefs, gender identity, gender expression, genetic information, pregnancy, or terms and conditions of membership in the Union.

1 RIGHTS UNDER THE LAWS - Section B

2  
3 No rights of employees under the law shall be abridged by the Employer or the Union. Nothing contained  
4 herein shall be construed to deny or restrict any rights any employees may have under the Constitutions and  
5 Laws of the United States or of the Commonwealth of Kentucky.  
6

7 FREEDOM FROM ADVERSE ACTION - Section C

8  
9 No adverse action of any kind shall be taken by the Employer or any of its agents against any employee for  
10 reason of participation in Union business/activities including, but not limited to, participation in  
11 negotiations, the administration of the Agreement, the performance of duties or the exercise of the rights of  
12 citizenship. No adverse action of any kind shall be taken by the Union or any of its members or agents  
13 against the Employer, the Superintendent or other administrators for reason of participation in negotiations,  
14 the administration of this Agreement, the performance of duties, or the exercise of the rights of citizenship.  
15

16 RIGHT TO UNION REPRESENTATION - Section D

17  
18 An employee shall be afforded an opportunity to have a representative of the Union present in any  
19 conference/meeting that may lead to disciplinary action.  
20

21 PRIVATE LIFE OF EMPLOYEE – Section E

22  
23 The private life of an employee is not within the appropriate concern or attention of the Employer except  
24 when it adversely affects the employee's professional responsibility.  
25

26 JOB RESPONSIBILITY - Section F

27  
28 Duties outside those listed on an employee's job description may be assigned but employees will normally  
29 and regularly be assigned only duties listed on an employee's job description.  
30

31 RECORDING - Section G

32  
33 Neither the Union/designee, the Employee/designee, nor the Employer shall audio or video record or  
34 intentionally eavesdrop on a meeting without the prior knowledge of the other.  
35

36 ECE PLACEMENT – Section H

37  
38 When employees, within their job description, are tasked with providing services specified in a student's  
39 IEP, the employees shall be informed of the tasks/services required.  
40

41 DISCIPLINE DISCLOSURE – Section I

42  
43 The Employer and the Employees agree to implement and comply with all applicable provisions of  
44 Commonwealth of Kentucky law governing student discipline records and reporting procedures. The parties  
45 agree to comply with all confidentiality and reporting requirements concerning student records as required  
46 by law.

47 PROFESSIONAL TREATMENT – Section J

48  
49 All employees and administrators have the right to be treated with courtesy, respect, and dignity.

TRANSPORTING PARENTS/STUDENTS – Section K

Employees shall not be required to transport parents/guardians. Employees will also not be required to transport students unless it is a part of the job description.

FREEDOM OF UNION MEMBERSHIP – Section L

Employees shall be free to join or not join the Union. No employee shall be discriminated against by either the Employer or the Union because of membership or non-membership in any organization. The Employer will not actively discourage union membership.

EMPLOYER PROVIDED TRAINING – Section M

The Employer will make available all ongoing professional development and training required by federal and state law and Board policy. The Employer will provide training as needed for specific job responsibilities.

STUDENT DISCIPLINE - SECTION N

The Employer and all employees agree to follow the Student Support and Behavior Intervention Handbook and the Student Bill of Rights. The Student Support and Behavior Intervention Handbook may be found at <https://www.jeffersonkyschools.us/student-support/behavior-discipline-rights>.

ARTICLE 6 – EMPLOYEE ETHICS

Employees shall work in a united effort to create a working environment that is supportive, welcoming, respectful, and that values one another regardless of race, color, national origin, marital or parental status, sex, pregnancy, religion, age, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or political affiliations/beliefs.

DUTY BASED ETHICS - Section A

All employees shall act in the highest ethical manner to preserve the public trust. Employees shall follow all Employer guidelines, policies, and procedures.

HARASSMENT AND DISCRIMINATION – Section B

Harassment/Discrimination is prohibited at all times on school property and off school grounds during school-sponsored activities. This prohibition also applies to visitors to the school who may come into contact with employees and students. (Acts of harassment/discrimination based on sex may be committed by persons of the same or other sex.)

All claims of harassment/discrimination should be filed with the district's Compliance and Investigations department. Designated District staff shall provide for a prompt and equitable resolution of complaints concerning harassment/discrimination.

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## OUTSIDE EMPLOYMENT – Section C

Employees shall not perform any duties related to an outside job during their regular working hours or engage in gainful employment while taking leave under the following Board approved leave:

1. Sick Leave
2. Family Medical Leave
3. Child Rearing/Adoption Leave
4. Medical Leave
5. Education/Professional Leave

## ARTICLE 7 - HOURS AND OVERTIME

### DUTY FREE BREAKS – Section A

1. A non-compensated duty-free meal break of at least twenty (20) minutes shall be provided for employees assigned to work locations with lunchrooms. A non-compensated duty-free meal break of at least forty-five (45) minutes shall be provided for employees assigned to work locations without lunchrooms. Such break shall be assigned by the appropriate supervisor.
2. A ten (10) minute paid rest break shall be provided to employees for each consecutive four (4) hour period of service. If agreed upon by both the employee and supervisor, this break may be taken in conjunction with their duty-free lunch break.
3. Upon notification to supervisor or appropriate administrator an employee may leave the district property during unpaid break times.

### EXTRA HOURS - Section B

1. Extra Service must be scheduled and approved by the principal or appropriate administrator.
2. Employees 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 including incentive increments and shift differentials.
3. Employees who report to work at the beginning of their regularly scheduled duty time when the Employer has not made a good faith attempt 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.

### OVERTIME – Section C

1. Overtime must be scheduled and approved by the principal or appropriate administrator.
2. Overtime must first be offered within the same job title and specific departmental assignment, by seniority, starting with the most senior employee and then downward. Overtime may then be mandated from the least senior employee and then upward in seniority.
3. Authorized and approved work performed in excess of forty (40) hours credited to the employees per workweek shall be considered as overtime and shall be compensated at the rate

1 of one and one half (1 1/2) times the employee's scheduled straight-time hourly wage rate  
2 including incentive increments and shift differentials.

- 3  
4 4. Time worked for purposes of overtime compensation shall include approved paid leave days  
5 including paid holidays.  
6  
7 5. Time worked for purposes of overtime compensation shall not include meal breaks, docked  
8 time, unpaid leave time, or other approved unpaid absences from duty.  
9

#### 10 SPECIAL CIRCUMSTANCES – Section D

- 11  
12 1. The district shall consider the employee's personal health and safety in the event of a delayed  
13 schedule or early dismissal due to inclement weather and/or emergency situations that lead to  
14 change of the instructional day. In the event of a delayed or alternative schedule by two (2) or  
15 more hours, employees will have the option of operation on normal schedule or on a delay of  
16 one (1) hour less than the delayed time of students. Employees shall be allowed to make-up the  
17 loss of time within the same week of the pay period on scheduled workdays if time allows,  
18 otherwise the employees will be docked the time not worked.  
19

20 Employees assigned to the Nutrition Service Center will report to work at their normal time  
21 regardless of a delayed or altered schedule.  
22

- 23 2. Every reasonable effort will be made to schedule Open House, Student Programs, Promotion  
24 Ceremonies as far in advance as possible. Employees whose attendance is required at Extra  
25 Curricular activities, programs and all other duties beyond the employee's normal duty work  
26 hours shall be paid at the employee's normal hourly rate. Any time worked in excess of forty  
27 (40) hours shall be paid at one and one half (1 1/2) times the employee's normal hourly rate  
28 including incentive increments and shift differentials.  
29  
30 3. When an employee is called in and required to work, the employee shall receive a minimum of  
31 two (2) hours pay. When an employee is called in and required to work on a holiday, the  
32 employee shall receive a minimum of four (4) hours pay.  
33  
34 4. Employees are not expected to monitor, read or respond to emails, texts or any other form of  
35 electronic communication outside of normal work hours with the exception of inclement  
36 weather.  
37  
38 5. Employees being asked to work beyond their normal work hours and regular scheduled time  
39 should, when practicable, be advised of the need for extra-service/overtime no later than 12:00  
40 pm. noon of the day requested. A request made after 12:00 pm. noon shall not result in  
41 disciplinary action against the employee for refusal.  
42

#### 43 ARTICLE 8 – WORKING CONDITIONS

- 44  
45 1. The Employer shall be responsible for providing and maintaining a safe place of employment  
46 while providing a workplace free of harassment and hostility.  
47  
48 2. Work schedules, including beginning and ending of the workday and scheduled normal meal  
49 and rest breaks as assigned by the principal or appropriate administrator/supervisor, shall be

1 posted or provided to the employees. An effort will be made to equitably redistribute the  
2 workload when absences occur.  
3

4 3. The Employer must give an employee notice five (5) days in advance of any change to an  
5 employee's regular daily working hours continuing longer than three (3) days.  
6

7 4. Duties outside those listed on an employee's job description may be assigned but, to the extent  
8 practicable, employees will normally and regularly be assigned only duties listed on an  
9 employee's job description.  
10

11 5. Participation in Safe Crisis Management (SCM) training for employees who are not required  
12 to perform SCM will be on a voluntary basis only.  
13

14 6. Health services in a school setting will be provided in accordance with state law. Those  
15 employees who do not have the performance of health services in their job descriptions will  
16 not be required to complete Medication Distribution/Unlicensed Health Care Provider Training  
17 unless they consent to do so.  
18

19 While consent to performance of health services is not required for those employees whose job  
20 description includes this responsibility, principals/supervisors will make every effort to identify  
21 employees who possess the necessary skillset and use those employees willing to perform such  
22 services and rotate the responsibility if practicable.  
23

24 7. Employees will not be responsible for developing lesson plans or subjectively evaluating  
25 student work.  
26

27 8. Instructional employees will be provided the Individual Education Plan (IEP) and 504 Plan  
28 where appropriate for students assigned to them. Special dietary needs included in IEPs and  
29 504 Plans will be provided to the School and Community Nutrition Services Coordinator Menu  
30 Planning/Special Dietary Needs.  
31

32 9. Employees are required to notify their supervisor according to established procedures in the  
33 event of their absence. When required, employees shall request a substitute through the JCPS  
34 Substitute Center. It is the employer's responsibility to provide substitutes for any absent  
35 employee.  
36

37 10. When specific uniforms and work shoes are required, the Employer shall provide them without  
38 cost to the affected employees who shall wear them and shall be responsible for their security.  
39 Uniforms must be specific to the needs of the working environment and provide adequate  
40 protection from extreme temperatures and elements.  
41

42 11. Early Childhood assignments for bus monitoring must follow seniority rights as defined in the  
43 definitions of this agreement.  
44

45 12. Parking facilities shall be provided for the employees.  
46

47 13. The employer will make every reasonable effort to provide for Employees:  
48

- 49 a. Access to duplicating services for the preparation of instructional materials;  
50 b. Internet access;



- c. Access to electronic mail service;
- d. Access to an electronic device, upon request to location supervisor, for district required responsibilities;
- e. Lockable storage space;
- f. An identifiable place to receive mail.

14. Employees or representatives shall be entitled to provide advice and make recommendations with regard to equipment and furniture of which the employees are the primary users.
15. Employees who are required to use their personal automobile in transportation from their regularly assigned work location to another location in the performance of their duties shall be paid mileage at the regular rates and according to the rules established by the Employer.
16. An individual employed at a higher grade may shadow an employee working at a lower pay grade for the purpose of enhancing job skills and effectiveness. Shadowing will not be used for the purpose of evaluation or discipline.
17. Both Parties endorse the shared decision-making process and agree that employees shall be involved in decisions which affect their working conditions at their regularly assigned work location.

## ARTICLE 9 – SAFETY

The employer shall be responsible for providing and maintaining a safe place of employment.

1. Each employee shall cooperate and encourage others to work in a safe manner and to comply with all applicable local, state and federal policies, rules, regulations and orders.
2. Employees shall be responsible for reporting observed unsafe or hazardous practices or conditions to the immediate supervisor or appropriate administrator who shall contact duly qualified personnel who will make a timely inspection and take steps to remedy the condition.
3. The Employer shall acknowledge receipt of and investigate reports by employees of unsafe or hazardous practices or conditions.
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. Employees retain the right to grieve an unsafe practice.
5. Employees shall use and maintain the safety equipment and protective devices furnished or 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/designee will meet upon request with employees required to carry monies on their person off JCPS property to address the safety concerns of the employee. The employee may request to have a Union representative at this meeting. The Employer will provide a reserved parking space when it is determined by the immediate supervisor to be appropriate.

8. Employees shall not be required to transport parents/guardians. Employees will also not be required to transport students unless it is part of the job description.
9. Employees shall not have personal guests and/or personal pets at the work site during work hours.

## ARTICLE 10 – EXTRA EMPLOYMENT

1. Employees who request it on the appropriate form within the established timelines shall be given consideration for work as temporary employees based on seniority in seasonal and voluntary assignments which occur beyond their regularly scheduled work year/workday 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 Employer are considered.
2. Those chosen as temporary employees for extra employment assignments shall be paid according to the employee's current salary schedule.

## ARTICLE 11 - 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 duration of this agreement, 2022-2027. Compensation will be reopened for negotiations for the 2023 – 2024 school year and each subsequent year in June unless bargained otherwise.

### WAGES/WAGE RATES – Section A

1. Paydays shall be on a biweekly basis normally every other Friday 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.
3. Employees holding degrees from accredited colleges/universities when the degree is not part of the minimum job requirements and employees holding a Professional Standards Program Certificate awarded by the National Association of Educational Office Professionals shall receive payment to be made in July of each year according to the following schedule. The employee must submit an official transcript/certificate to the Human Resources Department prior to the annual payment to be eligible. The employee must be in active status in July and have worked at least 140 days during the year.

Associate's Degree	\$ 50.00
Bachelor's Degree	\$100.00
Master's Degree	\$150.00
School Nutrition Association Certificate I	\$ 25.00
School Nutrition Association Certificate II	\$ 50.00
School Nutrition Association Certificate III	\$ 75.00
School Nutrition Association Certificate IV	\$100.00

4. Direct deposit to one bank will be mandatory for all employees. The credit union will remain as a payroll deduction.

5. Employees shall maintain a correct and current mailing address and telephone number with the Employer.

Step increases will be applied as follows provided, effective July 1, 1992, the employee has received a satisfactory annual summative job performance evaluation. Effective July 1, 1987, costs for step increases will be provided as follows: one (1) step for those accumulating at least one (1) year credited successful experience with the school system since July 1, 1985. Credited successful experience means a minimum of 140 days of employment. This step/experience schedule will be in effect thereafter until changed.

**Career Incentive/Longevity Pay** in recognition for credited experience and service to Jefferson County Public Schools, will be reflected in the following increments for Job Family IA and the IB Nutrition Service Schedule. The rates below are in addition to the salary schedule hourly rate:

- after 13 years: \$0.20 per hour
- after 18 years: \$0.31 per hour (includes the \$.20 for after 13 years)
- after 23 years: \$0.43 per hour (includes the \$0.31 for after 18 years)
- after 25 years: \$0.56 per hour (includes the \$0.43 for after 23 years)

**Shift Differentials:**            Second \$0.26  
   Third \$0.38

**Stipend Pay**

- ECE Instructional Assistants obtaining annual certificate training for low incident student needs will be + \$1.00 per hour.
- ECE Instructional Assistant without annual certificate training for low incident student needs will be + \$0.50 per hour.
- For the 2022/2023 school year, AIS classroom Instructional Assistants will be + \$0.50 per hour.
- Beginning 2023/2024 school year, AIS and/or Choice Zone (enhanced support schools) classroom Instructional Assistants will be + \$1.00 per hour.

**INSURANCE AND RETIREMENT - Section B**

- 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) time annualized earnings with \$10,000 minimum computed and \$50,000 maximum from appropriate placement on the Job Family IA or IB Salary Schedule - full premium paid by Employer.
- 4) Workers' Compensation - full premium paid by Employer.
- 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 deduction (for approved coverages recommended by Insurance Advisory Committee).
- 9) Social Security - Employer Share.
- 10) County Employees Retirement System (CERS) - Employer Share.

#### TB TESTS – Section C

Required TB test shall be provided without cost to the employee when they are obtained through the services designated by the Employer.

#### PAYROLL DEDUCTIONS - Section D

1. Charitable campaigns approved by the Employer
2. Approval Tax-Deferred Annuities
3. Credit Union

#### RETIREMENT SICK LEAVE PAYOUT – Section E

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

This benefit is available only to employees who give appropriate notice and retire from active service with Employer. Employees whose employment ends due to resignation, termination or any other reason besides retirement shall not receive this benefit.

#### SALARY SCHEDULE – Section

Salary schedules are accessible on the JCPS website via the following:

<https://www.jefferson.kyschools.us/sites/default/files/forms/Salary%20Schedule%20Job%20Family%201A.pdf>  
<https://www.jefferson.kyschools.us/sites/default/files/Salary%20Schedule%20Job%20Family%201B%20Nutrition%20Services.pdf>

## CLASSIFIED SUPPORT STAFF HOURLY RATES

## SALARY SCHEDULE 1A

2022-23

GRADE	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
16	27,2499	28,7136	30,2486	31,7359	33,1283	34,7587	36,5554	38,5554	38,1617	38,1617	39,6611	39,6611	41,4224	41,4224	42,0646	42,7430	43,4212	44,1829
15	25,9767	27,3690	28,8564	30,2486	31,5456	33,1522	34,8298	36,5554	36,3887	36,3887	37,8286	37,8286	39,5182	39,5182	40,1370	40,7796	41,4340	42,1600
14	24,7152	26,0361	27,4522	28,7491	30,0106	31,4741	33,1043	34,8298	34,6158	34,6158	35,9603	35,9603	37,5430	37,5430	38,1260	38,7328	39,3515	40,0419
13	23,3944	24,6082	25,9528	27,1785	28,4041	29,7845	31,3314	32,6996	32,6996	32,6996	34,0089	34,0089	35,5201	35,5201	36,0674	36,6505	37,2336	37,8879
12	22,0735	23,2515	24,4772	25,6552	26,8215	28,1543	29,5585	30,9266	30,9266	30,9266	32,1167	32,1167	33,5328	33,5328	34,0445	34,6037	35,1511	35,7581
11	20,7885	21,9188	23,0493	24,2036	25,2270	26,4646	27,8329	29,0943	29,0943	29,0943	30,2247	30,2247	31,5456	31,5456	32,0453	32,5570	33,0687	33,6518
10	19,5269	20,5861	21,6571	22,7518	23,7157	24,9056	26,1909	27,3213	27,3213	27,3213	28,4041	28,4041	29,6536	29,6536	30,1177	30,5938	31,0815	31,6289
9	18,1825	19,1700	20,1578	21,1573	22,0974	23,1684	24,3464	25,4291	25,4291	25,4291	26,4286	26,4286	27,6187	27,6187	28,0471	28,4875	28,9514	29,4513
8	16,8971	17,8492	18,7893	19,6819	20,5504	21,5261	22,6449	23,6681	23,6681	23,6681	24,5725	24,5725	25,6791	25,6791	26,1076	26,5242	26,9643	27,4284
7	15,5646	16,4452	17,2898	18,1348	18,8964	19,8840	20,8716	21,8117	21,8117	21,8117	22,6449	22,6449	23,6681	23,6681	24,0251	24,4060	24,8104	25,2388
6	14,9266	15,1123	15,9216	16,6831	17,3971	18,2419	19,2295	20,0388	20,0388	20,0388	20,8361	20,8361	21,7761	21,7761	22,1095	22,4780	22,8233	23,2160
5	14,7773	14,9266	15,1719	15,8979	16,6117	17,3971	18,2775	19,1226	19,1226	19,1226	19,8840	19,8840	20,7645	20,7645	21,0740	21,4193	21,7523	22,1331
4	14,6293	14,7773	14,9266	15,1361	15,8025	16,5641	17,3971	17,3971	18,1943	18,1943	18,8964	18,8964	19,7651	19,7651	20,0388	20,3720	20,6932	21,0503
3	14,4833	14,6296	14,7773	14,9266	15,0530	15,8025	16,6117	16,6117	17,3259	17,3259	18,0397	18,0397	18,8248	18,8248	19,1226	19,4320	19,7531	20,0983
2	14,1960	14,3384	14,4833	14,6296	14,7773	14,9266	15,6717	15,6717	16,3737	16,3737	16,9926	16,9926	17,7898	17,7898	18,0397	18,3252	18,6227	18,9559
1	14,0000	14,0540	14,1960	14,3384	14,4833	14,6296	14,7773	14,9266	15,5289	15,5289	16,1237	16,1237	16,8616	16,8616	17,1354	17,4207	17,6945	18,0039

## Shift Differential Pay:

Longevity Pay for Job Family 1A: The rates below are in addition to the above salary schedule hourly rate:

after 13 years:	\$0.20
after 18 years:	\$0.31 (includes the \$0.20 for after 13 yrs)
after 23 years:	\$0.43 (includes the \$0.31 for after 18 yrs)
after 25 years:	\$0.56 (includes the \$0.43 for after 23 yrs)

Second Shift:

\$0.26 per hour

Third Shift:

\$0.38 per hour

2022-23: ECE Instructional Assistant Stipend Pay (JCC 8190 &amp; 8194): \$0.50 per hour

2022-23: ECE Instructional Assistant Stipend Pay (JCC 8190 &amp; 8194) with certificate training: additional \$0.50 per hour

For the 2022-23 school year, AIS classroom Instructional Assistant pay will be plus \$0.50 per hour

Beginning 2023-24 school year, AIS and/or CHOICE Zone (enhanced support schools) classroom Instructional Assistant pay will be plus \$1.00 per hour

The 2022-23 Job Family 1A salary schedule reflects an increase of 4% over the 2021-22 schedule.

Employees paid from Job Family 1A Salary Schedule are in bargaining units: CLAA, CLAR, CLAS, CLAS, CLAS, CLAD, CLAD, CLAD

CLASSIFIED SUPPORT STAFF HOURLY RATES														
SALARY SCHEDULE 1B - Nutrition Services														
2022 - 2023														
GRADE	0	1	2	3	4	5	6	7	8	9	10	11	12	13
04	15.6954	16.5164	17.3375	18.3016	19.2176	20.1221	21.0503	21.9546	21.9546	22.8470	22.8470	23.7634	23.7634	24.7629
03	14.9266	15.0411	15.8263	16.7068	17.4923	18.3136	19.1700	19.9912	19.9912	20.8002	20.8002	21.6451	21.6451	22.5259
02	14.6296	14.7773	14.9266	15.2077	15.9572	16.7307	17.4445	18.2062	18.2062	18.9559	18.9559	19.7176	19.7176	20.5504
01	14.3384	14.4833	14.6296	14.7773	14.9266	15.0648	15.7311	16.4095	16.4095	17.0996	17.0996	17.7778	17.7778	18.5038
FS	-	-	-	-	14.9266	14.9266	14.9266	14.9266	14.9266	15.2313	15.2313	15.8393	15.8393	16.4689

Longevity Pay for Job Family 1A: The rates below are in addition to the above salary schedule hourly rate:

- after 13 years: \$ 0.20 per hr
- after 18 years: \$ 0.31 per hr (includes the \$0.20 for after 13 yrs)
- after 23 years: \$ 0.43 per hr (includes the \$0.31 for after 18 yrs)
- after 25 years: \$ 0.56 per hr (includes the \$0.43 for after 23 yrs)

Lead Assistant: ~~\$4505~~ per hour

The 2022-23 Nutrition Services Job Family 1B salary schedule reflects an increase of 4% above the 2021-22 schedule.

Munis Group/BU: CLAG and CLAT(part-time job class code 8111 only)

## ARTICLE 12 – LEAVES OF ABSENCE

### SICK LEAVE –Section A

1. Sick leave with pay shall be granted if the employee presents a personal affidavit or certificate of a reputable treating physician stating that the employee or a member of the employee's immediate family 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. Each full-time employee shall be credited not less than ten (10) and no more than twelve (12) days of sick leave each year based on the employee's working calendar. Employees must be in active pay status or on an approved leave during their scheduled work year in order to utilize sick leave, unless the employee submits documentation to support a leave under Board Policy. The unused portion of the sick leave allowance shall accumulate year-to-year without limitation.
3. An employee may have six occurrences of absence (occurrence means a single event or episode of illness, consisting of one or many consecutive days) within a work year without a physician's written verification of illness. Upon the seventh occurrence of absence without a physician's written verification of illness within that work year, the Employer may require a physician's written verification of illness. Excessive use and/or abuse of sick leave may be considered cause for disciplinary action and failure to provide medical documentation as required by this provision may result in discipline.
4. Employees shall notify their Principal or appropriate Administrator/Supervisor as soon as practicable of absence. An employee shall not be required to call each day of a prolonged absence provided the employee has informed the appropriate Administrator/Supervisor during the initial notification of the anticipated absences. Failure to provide timely notice of any absence may result in denial of sick leave.
5. When an employee becomes ill on the job, the employee must be paid for time worked and may choose to take a one-half (½) sick day and/or to be docked for the time not worked. Disciplinary action shall not be taken against the employee under these circumstances unless determined to be abusive.
6. Sick leave may be taken in whole days only, except that a non-260-day employee may take one-half (1/2) day sick leave not more than four (4) times and 260-day employee may take six (6) within a work year in which case an attending physician's statement may be required.
7. 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.
8. Sick leave may be taken for illness in the immediate family or for the purpose of mourning a member of the employee's immediate family.

1 9. Unused sick leave will not be paid upon layoff, resignation from employment, or discharge of  
2 the employee. Accumulated sick leave at time of layoff will be reinstated upon employee being  
3 recalled from layoff status.  
4

5 10. A sick leave bank shall be established into which employees may voluntarily contribute one  
6 (1) day from their accumulated sick leave. Only voluntary contributors shall qualify for use of  
7 the leave in the bank according to standards consistent with those applying to use regular sick  
8 leave. A committee composed of employees selected by the Union shall be responsible for  
9 approving use of sick leave in the bank by employees who have exhausted their leave.  
10

#### 11 PERSONAL LEAVE – Section B 12

- 13 1. Each employee shall be credited with three (3) days personal leave per year which may be used at  
14 the employee's discretion pursuant to the procedures set forth below. Employees must be in active  
15 pay status or on an approved leave during their scheduled work year in order to utilize personal  
16 leave, unless the employee submits documentation to support a leave under Board policies  
17 regarding Family and Medical Leave or Medical Leave. All personal leave must be approved.  
18
- 19 2. Personal leave may not be taken the first five (5) days just before the school term, the first five (5)  
20 days of the school term, during one two week state/federal testing cycle per school year (determined  
21 by the employee's work location), the day before and after days schools are closed for holidays and  
22 Spring Break except under extenuating circumstances, or the last five (5) days of the school term  
23 except for the purpose of attending high school or college degree graduation ceremonies for the  
24 employee's immediate family.  
25
- 26 3. Personal leave may be used in one-half (1/2) day increments with one-half day present. Half (1/2)  
27 day personal leave will not be allowed in combination with docked hours or any paid leave,  
28 including but not limited to sick days or vacation days.  
29
- 30 4. An employee must make a request for personal leave two (2) workdays in advance on the form  
31 provided for that purpose. The request must be approved by the employee's immediate supervisor  
32 or appropriate administrator on the basis that the employee's absence will not interrupt or impede  
33 the work program. No reason shall be required for the personal leave.
- 34 5. When more than one employee requests personal leave on the same day for the same date, the most  
35 senior employee will receive approval and then rotate for future requests. Approval will not be  
36 unreasonably withheld.
- 37 6. Unused personal leave days shall convert to sick leave at the end of each fiscal year.

#### 38 EMERGENCY LEAVE – Section C 39

- 40 1. Each employee shall be credited with two (2) days of paid emergency leave per year which will  
41 not accumulate from year-to-year. Emergency leave shall be granted in units of full days.  
42 Proof of nature of emergency shall be required.  
43
- 44 2. Reasons for granting emergency leave with pay shall be:  
45  
46 a) Death or funeral of relative by blood, or marriage (specify relationship) and



b) Emergency situations resulting from natural disasters. i.e. tornado, flood (specify exact reason)

3. Persons taking emergency leave must file a personal affidavit stating the specific reasons for their absence.

#### HOLIDAY LEAVE – Section D

Twelve-month/260-day employees shall be granted ten (10) paid holiday leave days and less than twelve-month/260 employees shall be granted four (4) paid holiday leave days according to the Employer's policy and procedure.

#### VACATION LEAVE – Section E

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

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

3. Vacation earned by eligible employees is updated on the last pay date of the month. Employees will earn vacation if the employee works more than one half of the total contract days in the pay periods that have been processed since the last monthly vacation update was administered.
4. Vacation leave shall be taken in full days. Employees must be in active pay status or on an approved leave during their scheduled work year in order to utilize vacation leave, unless the employee submits documentation to support a leave under Board policies regarding Family and Medical Leave or Medical Leave.
5. Employees shall request vacation leave on the appropriate form as far in advance as practicable and at least five (5) days prior to the requested leave days. This provision may be waived by the supervisor under extenuating circumstances.
6. Immediate supervisors, principals or appropriate administrators shall see that employees have opportunities to use vacation leave days and not forfeit them. Vacation leave shall be scheduled by the principals or appropriate administrator in accordance with operating requirements and, insofar as practicable, with the requests of employees.
7. Vacation leave will not be granted during one two-week state/federal testing cycle per school year (determined by the employee's work location).
8. Employees will be charged with vacation leave only on days upon which they would otherwise work and/or receive pay.

- 1 9. Upon separation/termination of employment, cash payment shall be made for accrued vacation  
2 days at the employee's scheduled wage rate prior to the date of change.  
3

4 MEDICAL LEAVE – Section F  
5

- 6 1. When an employee has been advised by a physician or otherwise knows of an interruption in  
7 ability to work because of known or anticipated medical reasons, the employee shall notify the  
8 JCPS Benefits Department and the supervisor and upon request be granted an unpaid medical  
9 leave of absence. Such notice shall be in writing and accompanied by an attending physician's  
10 statement indicating the anticipated date of interruption in ability to work, whether the  
11 employee may resume the assignment and the anticipated date of return. The employee shall  
12 not continue to work past the date indicated in the attending physician's statement.
- 13 2. A medical leave of absence may be granted for a period of one (1) year or less and renewed for  
14 one (1) additional year. At the end of the second year, if the employee is unable to return to  
15 work, the employment shall be terminated.  
16
- 17 3. A position shall be kept available for the employee to resume duties within the job classification  
18 following return from medical leave provided:  
19
- 20 a. such position has not been eliminated during the employee's absence for any valid reason;
  - 21 b. the employee's planned absence does not exceed fifty (50) workdays, paid or unpaid. An  
22 employee must return to work a minimum of fifteen (15) days to re-start the fifty (50) day  
23 count;
  - 24 c. the employee would not have been laid off had leave not been taken; and
  - 25 d. the employee is medically able to fulfill the duties of the position.  
26

27 After fifty (50) workdays, paid or unpaid, the employee may be placed on a list for assignment  
28 to open positions within the job classification when they become available.  
29

30 FMLA, FAMILY MEDICAL LEAVE ACT – Section G  
31

32 Information on the Family Medical Leave Act (FMLA), referred to in Board policy as Family and Medical  
33 Leave, can be found on the district's website or by contacting the JCPS Leave Center.  
34

35 CHILD REARING/ADOPTION LEAVE – Section H  
36

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

43 Dependent means the employee's spouse, children, including stepchildren, grandchildren,  
44 parents and spouse's parents without regard to the location of the residence of said relative.  
45

- 46 2. A single child rearing/adoption/dependent convalescent leave shall be granted for a period of  
47 no less than forty-five (45) days and no more than two (2) consecutive work years or major  
48 portions thereof upon written request to JCPS Benefits Department, 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 an 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 fifty (50) workdays, paid or unpaid,
- c. the employee would not have been laid off if leave had not been taken.

After fifty (50) workdays, paid or unpaid, the employee will be placed on a list for assignment to open positions within the job classification when they become available.

#### WORKERS' COMPENSATION - Section I

1. Employees who qualify for and are awarded workers' compensation payments shall be placed on medical leave with unused sick leave coordinated with the workers compensation payments so as to sustain the level at a total of 100% regular wages.
2. Time for which an employee qualifies for workers' compensation payments while on medical leave directly resulting from accidents sustained in the course of fulfilling job responsibilities shall count as service time for purposes of salary step placement when combined with regularly paid days. A maximum of one (1) step shall be allowed for those on workers' compensation effective from July 1, 1982.

#### MILITARY/DISASTER SERVICE LEAVE – Section J

1. 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.
2. The member is responsible for notifying his/her immediate supervisor as soon as s/he is notified of an impending military-related absence.

#### EDUCATIONAL/PROFESSIONAL LEAVE – Section K

Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or more than two (2) years may be granted to an employee for purposes of attending an educational training program approved by the Employer and upon request and proof of need, may be renewed for an additional two (2) years. Upon return, evidence shall be submitted that the leave was used for stated purpose.

1 COURT APPEARANCES/JURY LEAVE – Section L

2  
3 COURT APPEARANCE LEAVE

4  
5 An employee who is summoned to a local, state, or federal court for reasons directly connected with the  
6 employee's employment shall be granted paid leave after properly presenting the approved form certifying  
7 the court appearance, except when the employee is a plaintiff or witness against the Employer or its agents,  
8 or when the employee is a plaintiff in cases without Employer sanction.

9 JURY DUTY

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

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

- 13 1. A copy of the jury subpoena must be provided to the employee's immediate supervisor or  
14 appropriate administrator promptly upon receipt of such subpoena involving jury duty service.
- 15 2. A money order or personal check payable to the treasurer, Jefferson County Board of  
16 Education, for the amount of compensation received along with court documentation of daily  
17 attendance must be submitted to the principal/supervisor for transmittal to the payroll  
18 department. Expenses reimbursed to the member by the court for such as meals and parking  
19 allowance shall be deducted from remittance.

20  
21 POLITICAL ACTIVITY LEAVE – Section M

- 22  
23 1. Upon written request an unpaid leave of absence may be granted to a member for not less than  
24 thirty (30) days or more than two (2) work years or major portions thereof for the purpose of  
25 campaigning and/or serving in public office once the member becomes a candidate for such office.
- 26  
27 2. A position shall be kept available for the member to resume duties within the job classification  
28 following return from leave provided:
- 29  
30 a. the employee had asked that a position be kept available at the time the leave was requested,  
31 b. such position has not been eliminated during the employee's absence for a valid reason,  
32 c. the employee's planned absence does not exceed ninety (90) days, and  
33 d. the employee would not have been laid off had leave not been taken.

34  
35 After ninety (90) days the employee will be placed on a list for assignment to open positions  
36 within the job classification when they become available.

37  
38 LENGTH OF CONSECUTIVE LEAVES OF ABSENCE – Section N

39  
40 Child Rearing/Adoption/Dependent Convalescent Leave may be denied when the granting of such leave  
41 would result in absence from duty for a period longer than two (2) consecutive work years or major portions  
42 thereof without at least one (1) intervening year of active service as an employee except as otherwise  
43 provided under Family and Medical Leave Act, if eligible.

44  
45 Political Activity Leave may be denied when the granting of such leave would result in absence from duty  
46 for a period longer than two (2) consecutive work years or major portions thereof without at least one (1)  
47 intervening year of active service as an employee.

1 NOTARIZING LEAVE AFFIDAVITS – Section O

2  
3 Notary services shall be provided without charge to employees required to submit personal affidavits for  
4 leaves.

5  
6 RESUMPTION OF BENEFITS FOLLOWING LEAVE – Section P

- 7  
8 1. Unused accumulated sick leave shall be restored to employees resuming service following  
9 approved leave.  
10  
11 2. Employees shall be responsible for making arrangements to continue insurance benefits when  
12 they would otherwise be interrupted by the approved leave.  
13  
14 3. The Employee will provide assistance and information with the ultimate responsibility for all  
15 notices remaining with the employee.  
16

17 ARTICLE 13 - ASSISTANCE IN ASSAULT/INJURY

18  
19 The Employer shall provide assistance and support to an employee in case of alleged assault/injury (as  
20 defined in criminal laws of Kentucky) while the employee is fulfilling assigned duties when such assault  
21 arises out of and directly results from employment responsibilities whether the assault/injury takes place  
22 on or off the Employer's property.  
23

24 ASSISTANCE – Section A

- 25  
26 1. The immediate supervisor shall, on the form provided, report any case of alleged assault/injury  
27 on an employee to the appropriate administrator who shall acknowledge receipt of such report.  
28  
29 2. The administrator shall notify the employee of readiness to assist as follows:  
30  
31 a) Obtain from police and/or from the immediate supervisor and other relevant  
32 information concerning the alleged assault/injury and offenders; and  
33  
34 b) Act in other appropriate ways as liaison between the employee, the police, and the  
35 courts.  
36

37 LEGAL COUNSEL – Section B

38  
39 Legal advice will be offered in any criminal action taken by the employee in connection with the alleged  
40 assault/injury and assistance in court appearances may be provided when requested by the employee and  
41 sanctioned by the Employer.  
42

43 COURT APPEARANCE – Section C

44  
45 Time required for a summoned appearance in any criminal aspect of a legal proceeding connected with the  
46 alleged assault/injury on an employee sustained in the course of fulfilling employment responsibilities shall  
47 be granted as leave and shall not be deducted from sick or emergency leave days when the employee has  
48 promptly provided a copy of the summons, complaint, or other legal paper to the immediate supervisor.  
49  
50

1  
2  
3 COMPENSATION – Section D

4 There shall be no loss of wages resulting from an assault/injury for a period up to and including one hundred  
5 eighty-five (185) days subsequent to the first day of absence related to the assault/injury. The first one  
6 hundred eighty-five (185) days of absence will not be deducted from sick leave. For periods longer than  
7 one hundred eighty-five (185) days the reimbursement for lost wages shall be limited to benefit programs  
8 such as workers compensation. Employees shall be reimbursed for the costs of medical, surgical, hospital  
9 or rehabilitative services exceeding the amount of any insurance reimbursement to which the employee is  
10 entitled under coverage provided by the Employer and/or State for personal injury incurred as the result of  
11 an assault sustained in the course of employment.

12 EMPLOYER APPROVED PHYSICIAN – Section E

13  
14 If there is a question about the ability of the employee to perform duties, the employee may be required to  
15 select a physician for examination from a panel of qualified physicians approved by the Employer. All  
16 consulting and examination fees resulting from these examinations shall be paid by the Employer including  
17 any lost time spent during the physician's examination.  
18

19 ARTICLE 14 - EMPLOYER PROVIDED TRAINING

- 20  
21 1. The Employer shall establish a training committee, whose members shall include Union  
22 nominated/appointed employees, to offer advice, suggestions, and opinions during the planning  
23 of employee training opportunities.  
24  
25 2. Employees shall be compensated for required training that is outside of employee's normal  
26 working hours when requested by the supervisor, excluding the state mandated professional  
27 development hours.  
28  
29 3. Every reasonable effort will be made within the Employer's resources to provide training  
30 opportunities for employees on a voluntary basis to strengthen their capabilities and skills  
31 fulfilling their assigned duties and in qualifying for other assignments.  
32

33 ARTICLE 15 - EVALUATION PROCEDURES

34  
35 The performance of all employees shall be evaluated according to procedures developed by the Employer.  
36 Evaluations shall be performed by the supervisor or the superintendent's designee.  
37

- 38 1. The performance of employees shall normally be evaluated in writing at least annually for  
39 employees with four (4) years of experience or less. Employees with five (5) years or more will  
40 be evaluated at least every three (3) years provided all ratings are satisfactory or above based  
41 on performance expectations for holding the job.  
42  
43 2. The evaluation shall be based only upon information gained over a period of time through direct  
44 observation, from personal and professional knowledge, and from a source which is  
45 demonstrable as fact.  
46  
47 3. All observation for evaluation of work performance shall be conducted in an open and non-  
48 secretive manner.  
49  
50 4. The evaluator shall cite strengths in performance and identify weaknesses to be corrected.

5. An evaluator's observation of the employee's work performance must be a cumulative minimum of thirty (30) minutes conducted when the employee is fulfilling their job responsibilities.
6. The employee being evaluated shall receive the evaluation ten (10) days prior to the end of the school year and shall have the right to review the evaluation and file a statement for attachment to it within ten (10) days by providing a copy of the statement to the evaluator.
7. A copy of the employee's performance evaluation shall be made available to the employee at the time of evaluation and shall be reviewed with the employee by the appropriate evaluating supervisor prior to being submitted to Labor Management/Employee Relations. All evaluations shall be in writing.
8. The evaluator shall not use any information of a derogatory nature in the evaluation of an employee unless the employee is: (a) provided the information within fifteen (15) workdays of its receipt by the Employer; and (b) provided the opportunity to submit a written response. The evaluator shall not reference board approved leave unless to make note of a documented pattern of sick leave abuse.
9. The employee may sign all evaluations which indicates only that the employee has seen and received a copy.
10. The Employer shall provide the Union thirty (30) days' notice of revisions to an evaluation form.
11. The Union shall be entitled to nominate two (2) members of the Employee Performance Evaluation Review Committee.

## ARTICLE 16 – DISCIPLINE

### JUST CAUSE AND DUE PROCESS - Section A

No employee covered under the terms of this agreement shall be disciplined, reduced in compensation, suspended for disciplinary reasons, or terminated, without just cause and due process. To have just cause, the Employer or its agents must comply with the following:

1. the employee could reasonably have been expected to know that disciplinary action for the conduct was possible;
2. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe operation of the district;
3. a fair and objective effort has been made to identify the facts and the decision is based on evidence;
4. the discipline is applied equitably and without discrimination; and
5. the degree of discipline is reasonably related to the seriousness of the charges against the employee and the employee's 24-month service record.

Due process requires that the employee be advised of the charge(s) against them and given a chance to respond.

1 PROGRESSIVE DISCIPLINE - Section B

2  
3 Any disciplinary action taken toward an employee shall be progressive when practicable and, depending  
4 upon the seriousness of the misconduct and the employee's work record, may include:

- 5  
6 a. Oral Warning  
7 b. Written Warning  
8 c. Written Reprimand  
9 d. Probation, and/or  
10 e. Suspension without pay and/or  
11 f. Discharge.

12  
13 The employer may reassign an employee pending an investigation and/or for the safe, orderly and  
14 efficient operation of the district. Such reassignment is not a disciplinary action. The re-location for  
15 purposes of an investigation shall not be considered a permanent placement.

16  
17 RIGHT TO UNION REPRESENTATION - Section C

18  
19 In any meeting that could lead to disciplinary action, the employee may request to have a Union  
20 representative present during the meeting.

21  
22 TERMINATION – Section D

23  
24 Both parties understand that by policy of the employer and related administrative procedures, after due  
25 process, the following types of misconduct may cause immediate discharge without prior discipline (the  
26 following are examples only, other matters may, depending on the specific details of the occurrence, also  
27 warrant discharge without prior discipline):

- 28  
29 1. Dishonesty (this includes but is not limited to theft and/or receiving property stolen from the  
30 Employer, district employees, district contractors, and/or district buildings, campuses, and/or  
31 grounds),  
32  
33 2. Inappropriate and/or unlawful contact with a student,  
34  
35 3. Putting a student in serious jeopardy,  
36  
37 4. Immoral Conduct,  
38  
39 5. Insubordination,  
40  
41 6. Fighting on Employer's property or during duty hours,  
42  
43 7. Threats of physical violence and/or harm toward a student, parent, staff, or co-worker,  
44  
45 8. Failure to report an accident,  
46  
47 9. Willful or negligent damage of property, including but not limited to property of the Employer,  
48 district employees, district contractors, and/or district buildings, campuses, and/or grounds,  
49



10. Possession or use or being under the influence of narcotics, hallucinatory drugs or alcohol on duty/on employer's property,
11. Carrying a deadly weapon while on Employer's premises or during duty hours,
12. Falsification of the Employer's records and reports,
13. Failure to maintain credentials and licenses required for the job assignment,
14. Refusal to submit to a reasonable suspicion drug or alcohol test,
15. Violation of the Acceptable Use Policy and/or Personal Use Procedure/Policy,
16. Acts of sabotage and/or cyberattack of district data and/or network and/or district equipment,
17. Violations of the JCPS Ethics Guidelines and/or the Professional Code of Ethics for Kentucky School Certified Personnel (16 KAR 1:020),
18. Engaging in discriminatory or harassing behavior, and/or
19. Use of any term designed to insult others on the basis of race, ethnicity, nationality, sexual orientation or gender.

#### RIGHTS/RESPONSIBILITIES - Section E

1. Any information used in disciplinary action shall be made available to the employee and the Union representative prior to discipline being issued. The Union will be given time to investigate the matter per the grievance procedure.
2. An administrator/supervisor shall give an employee a minimum of forty-eight (48) hours advance notice of any meeting that may lead to disciplinary action. The employee shall be responsible for initiating or declining Union representation. It is the employee's responsibility to notify the Union in a timely manner of all requested meetings in which Union representation is desired.
3. It shall be the objective of those taking disciplinary action and of the employees that they handle their roles in such a manner as will avoid embarrassment. All parties will hold themselves to a high level of confidentiality and respectability.
4. An employee disciplined in writing shall have the opportunity to make a written response for inclusion in the personnel file within ten (10) days, providing a copy to the person taking the disciplinary action.
5. When suspension without pay or discharge is involved the employee upon request shall be granted a meeting with the person administering the action prior to it being taken at which time the employee shall have the right to have a representative of the Union present. The union will be given notice by the employee prior to disciplinary meetings, unless the employee denies union representation. The union may contact Labor Management and Employee Relations should additional time to respond be necessary.

## ARTICLE 17 - GRIEVANCE PROCEDURE

### DEFINITIONS – Section A

1. Grievance means an allegation or complaint that the Employer has violated, misapplied, or misinterpreted a specific provision(s) contained within this Agreement, (or board policy).
2. Grievant means the person(s) or Union making the allegation or complaint.

### PURPOSE – Section B

1. 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.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

Failure to follow the procedures outlined in this Article, at any level, may be grounds for denial of the grievance.

### REPRESENTATION – Section C

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

### INFORMAL PROCEDURE – Section D

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 provisions(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 ten (10) days the employee shall be entitled to file a formal grievance within ten (10) days after being informed of its disposition.

### FORMAL PROCEDURE – Section E

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

A formal grievance shall be processed in accordance with the procedures outlined below. It shall be in writing and must contain the following:

- a. Signature of the grievant;
- b. Signature of the Union president if a Class Action grievance;
- c. Specific statement of the allegation;

- d. Synopsis of the facts giving rise to the alleged violation;
- e. Date of the alleged violation to the extent practicable; and
- f. Specific relief or remedy requested

The omission of any one of the listed requirements may be grounds for the denial of the grievance at any level.

**Level I:**

The grievant within ten (10) days after being informed of its informal disposition, may present the written grievance to the principal, administrative unit director, or other appropriate administrator/supervisor. The administrator/supervisor 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 no later than five (5) days after receipt of the employee's formal grievance.

**Level II:**

If the grievant continues the allegation of violation, misapplication, or misinterpretation following the response received from the administrator the employee may present within ten (10) days from receipt of the Level I decision the written grievance to the assistant superintendent or other appropriate department head. This administrator will investigate the allegation, review previously presented information and the Level I response, may meet with the employee, and shall provide a written decision to the employee within ten (10) days after receipt of the grievance. If the Level I administrator is a principal, department head, or director, Level II is waived and grievance proceeds to Level III.

**Level III:**

If the grievant continues the allegation of violation, misapplication, or misinterpretation, the written grievance may be presented within ten (10) days from receipt of the Level II decision to the Superintendent/designee. The Superintendent/designee shall review previously presented information and administrative decisions, and conduct any necessary meetings and investigations. The Superintendent/designee shall provide a written decision to the grievant within ten (10) days after receipt of the appeal.

**Level IV:**

If, after receiving the Level III decision, the Union continues the allegation of violation, misapplication, or misinterpretation, the Union may submit the written grievance to mediation by notifying the Superintendent/designee within twenty (20) days of receipt of the Level III decision. The Parties shall request the Federal Mediation and Conciliation Service (FMCS) or the Louisville Labor Management Committee to provide a list of seven (7) impartial persons qualified to act as mediator. The Parties will each strike one mediator's name from the list of seven (7) and will repeat the procedure. The remaining person shall be the duly selected mediator. If mediation is requested in writing it shall, subject to mediator availability, be scheduled within fifty (50) days of the level III decision unless both parties mutually agree otherwise.

The mediator shall have authority to meet with the grievant and authorized representatives of the Employer and the Union and make procedural rules consistent with this Agreement. Such meetings shall be held as promptly as practicable after the request for mediator and the mediation. The

mediator shall first make every reasonable effort to resolve the grievance as promptly as practicable after the request for mediation. If unsuccessful, the mediator shall hold a formal arbitration hearing then issue a written decision within a reasonable time but no later than sixty (60) days after the date of selection.

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

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

#### **Termination**

Any grievance arising from termination will be waived to Level III (3).

### **GRIEVANCES ARISING FROM OTHER THAN IMMEDIATE SUPERVISOR – Section F**

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

### **GRIEVANCE MEETINGS AND HEARINGS – Section G**

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

### **GENERAL PROVISIONS – Section H**

1. The time limits provided for in this Grievance Procedure shall be strictly observed unless extended by mutual agreement. Failure of the employee to proceed with the complaint/grievance within the time limits provided shall result in its dismissal. Failure of the administrator(s) to respond within the time limits provided shall entitle the employee to proceed to the next step in the Grievance Procedure.
2. A grievance may be withdrawn by the Union at any time and at any step of the Grievance Procedure; provided, however, the same grievance shall not be filed the second time by the same employee after the grievance has been withdrawn.
3. The filing of a grievance shall in no way interfere with the responsibility of the employee to fulfill assigned duties (unless arbitration ruling states otherwise).
4. The employee and the Union are required to exhaust the Grievance Procedure before seeking alternative remedies including rights to which they are entitled under the law.

5. The commencing of a legal or administrative appeal proceeding by an employee or the Union against the Employer in a court of law or equity or any Federal, State, or local administrative agency alleging misapplication or misinterpretation of any provisions of this Agreement shall be deemed an election of remedy and a waiver by said employee or Union of their right to resort to the Grievance Procedure.
6. Grievance forms shall be prepared by the Employer and reviewed by the Union which shall have the responsibility for the distribution of the approved forms for filing grievances. The costs of the grievance forms shall be borne by the Employer.
7. The Union shall only be entitled to initiate with the appropriate administrator and process through Section D and the applicable steps of Section E a complaint/grievance alleging violation, misapplication, or misinterpretation of a provision(s) within this Agreement specific to Union rights and entitlements and those which affect a substantial number of employees district-wide.
8. Grievance decisions and appeals under Section E shall be in writing with copies transmitted promptly to the grievant, Union, and Superintendent/designee(s).
9. The Union reserves the right to settle grievances at any level.
10. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, the time limits set forth herein may, if agreed by both parties, be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

## ARTICLE 18 – PERSONNEL RECORDS

1. No document except those listed below shall be placed in an employee's personnel file:
  - a. Certification/licenses;
  - b. Payroll records;
  - c. Change of Status forms;
  - d. Transcripts, official notifications from universities/colleges;
  - e. Applications, references, verification of experience and training;
  - f. Resume;
  - g. Test taken for a job;
  - h. Contracts of employment, job offers, acceptance of job offers;
  - i. Confidential information;
  - j. Evaluations and commendations;
  - k. Disciplinary actions;
  - l. Previous employment data;
  - m. Military service records;
  - n. Criminal record checks, arrest/court records, and Child Abuse and Neglect checks;
  - o. Professional staff data forms; and
  - p. Salary change information.
2. An employee shall have the right to view the contents of the personnel file except for references, at which time a representative of the Union may be present when requested by the

1 employee. At the employee's request and expense, the employee will receive a copy of any  
2 document in the employee's file except for references.

- 3  
4 3. There shall not be established a separate confidential personnel file outside the Human  
5 Resources Department.  
6

## 7 ARTICLE 19 – ASSIGNMENT/OVERSTAFFING/REASSIGNMENT

### 8 ASSIGNMENT – Section A

- 9  
10  
11 1. Employees shall be assigned to duties within their job classification with consideration given  
12 to their preference and seniority provided this results in the operational needs of the district  
13 being met using the following criteria:  
14  
15 a. the attainment and maintenance of required skill levels needed for the particular type of  
16 work to be performed,  
17 b. training specific to the current and requested assignments, and  
18 c. number of employees with the skills and training needed.  
19  
20 2. Employees subject to reassignment probation who are unsuccessful will be assigned to the  
21 previous job classification, provided a vacant position is available.  
22

### 23 TEMPORARY ASSIGNMENTS - Section B

- 24  
25 1. A permanent full-time employee appointed by the Superintendent to a budgeted acting position  
26 for a minimum of twenty (20) days will be paid retroactively to the first day at the grade level  
27 and step at which the employee would be eligible if the position was held regularly. At the end  
28 of the acting assignment, the employee's compensation will revert to the former rate of pay.  
29  
30 2. The employee shall not suffer reassignment within their location more than one (1) time per  
31 year, unless voluntary.  
32  
33 3. Employees who volunteer for temporary assignment outside of their assigned work location  
34 will receive mileage reimbursement consistent with the JCPS approved rate and procedures.  
35

### 36 OVERSTAFFING – Section C

- 37  
38 1. Employees may be declared overstaff in a school as a result of reduced projected pupil  
39 enrollment, educational program changes, or adjustments in staff allocations.  
40  
41 2. Overstaffed employees shall be considered in seniority order for involuntary transfer to  
42 available openings within their job classification in combination with those employees who  
43 have requested voluntary transfers, district-wide.  
44  
45 3. Employees who are involuntarily overstaffed may be reassigned to vacancies in other job  
46 classifications within the representation unit with consideration given to their preference  
47 provided this results in the operational needs of the district being met using the following  
48 criteria:  
49  
50

- a) seniority,
- b) the attainment and maintenance of required skill levels needed for the particular type of work to be performed,
- c) training specific to the current and requested assignment,
- d) number of employees with the skills and training needed,
- e) overall capabilities and qualifications, and
- f) affirmative action.

4. Employees who apply for jobs in those vacancies which would result in a salary increase from either a longer work year or higher salary grade shall be given preference, with consideration given to seniority, over those not employed by the school system when the Employer deems them equally qualified, which judgment is reserved solely to the Employer.
5. Interviews shall be required after screening for those available applicants who possess the identified desirable qualifications.
6. Employees subject to reassignment probation who are unsuccessful will be assigned to the previous job classification, provided a vacant position is available.
7. Overstaffed employees will be offered an opportunity to return to vacancies in the school from which they were overstaffed within the first ten (10) instructional days after the school term begins.
8. Supervisors will provide, to the extent practicable, up to three hours of transition time during the workday to classroom-based employees transferred involuntarily after the beginning of the school term. Such transition time may include setting up the employee's workspace, reviewing policies, procedures, and/or relevant student information, and completing required paperwork, if any.
9. When considering overstaffing in a school containing Instructional Assistants, Instructional Assistant (IA) 5-year-old, and Title I Instructional Assistants, the employees in the three categories will be combined and the least senior of the combined group will be considered as the employee subject to overstaff.
10. Fund source changes will not be made for the purpose of causing an individual employee to be designated as overstaff.

#### MEALS PER LABOR HOUR - Section D

The following provisions will be utilized in staffing and determining conditions of employment for employees in the School and Community Nutrition Services and Nutrition Service Center.

1. SCNS administrative assigned consultants/liaisons will monitor and conduct site visits with the locations assigned to them to ensure that USDA Guidelines are being properly met with adequate staffing. Consultants/liaisons will report year-to-date recommendations to the SCNS administrators, Executive Administrator and Assistant Director of SCNS with the results of their observations by October 31.

2. SCNS administrators and consultants/liaisons will collaboratively review individual location labor hours needed through Meals per Labor Hour assessments, programs offered, USDA guidelines, and site visit recommendations by November 15.
3. If a reduction in labor hours, as defined above, is deemed necessary to meet the programmatic need of the assigned location, the Cost Center Head, site Nutrition Service Management, and least senior SCNS Employee assigned to the location will be notified by December 1 of the need to overstaff the least senior SCNS staff member. This notification will be made after verification of seniority by the district Human Resource office and will be delivered to the overstaffed employee in two forms, verbally and in writing.
4. SCNS, along with JCPS Human Resources, will work collaboratively with the employee deemed overstaffed. The overstaffed employee will first be permitted to choose from available SCNS vacancies within the district and then secondly as defined within this Article.
5. The least senior employee affected by this overstaffing will be afforded the opportunity to choose his/her reassignment by December 15 with the reassignment beginning on the first official working calendar day of January.

## ARTICLE 20 – TRANSFERS

1. Employees who request a transfer in the appropriate format by April 1 shall be transferred within their job classification from one work location to another when there are openings in seniority order according to preference of the employees provided this results in the operational needs of the district being met using the following criteria:
  - a. the attainment and maintenance of required skill levels needed for the particular type of work to be performed,
  - b. training specific to the current and requested assignments,
  - c. number of employees with the skills and training needed,
  - d. recommendation of receiving supervisor following interview, and
  - e. affirmative action.
2. Actual transfers of school-based classroom instructional employees may be deferred after school starts until the forthcoming year.
3. The Employer shall make the Job List of all postings/vacancies available online.
4. Assistant Production Nutrition and Lead Assistant Production Nutrition vacancies at the Nutrition Service Center will be posted in the Center for five (5) working days. Assistant Production Nutrition and Lead Assistant Production Nutrition, who apply in writing, shall be reassigned by seniority.
5. At the time the transfer is processed, the highest preference available will be granted to the employee. The processing of a transfer removes an employee from the transfer list.
6. Employees in the affected job classification shall be considered first for transfers before vacancies are posted on a district-wide basis.



7. Employees desiring a transfer will be given consideration in combination with overstaffed employees and before vacancies are advertised.
8. An employee refusing a transfer offer from their list will be removed from the transfer process unless the employee has previously notified in writing the appropriate district administrator of a desire to withdraw the specific requested location.
9. The Union will be provided a transfer list by April 2 of each school year. The list shall include the employee's name, job classification, current work location, seniority date, race, transfer status and assignment schools requested.
10. Every reasonable effort will be made to determine programs, including federal programs, and identify the locations to which they are assigned as early as practicable so that employees may take this information into account as they exercise their transfer rights.
11. The Employer shall make other transfers for good cause as may be necessary for the efficient operation of the district.

## ARTICLE 21 – REDUCTION IN FORCE

Contracts with classified employees shall be renewed annually except contracts with the following employees:

1. An employee who has not completed four (4) years of continuous active service, upon written notice which is provided or mailed to the employee by the superintendent, no later than May 15, that the contract will not be renewed for the subsequent school year. Upon written request by the employee, within ten (10) days of the receipt of the notice of non-renewal, the superintendent shall provide, in a timely manner, written reasons for the non-renewal.
2. An employee who has completed four (4) years of continuous active service, upon written notice which is provided or mailed to the employee by the superintendent, no later than May 15, that the contract is not being renewed due to one (1) or more of the reasons described below this section. Nothing in this section shall prevent a superintendent from terminating a classified employee for incompetency, neglect of duty, insubordination, inefficiency, misconduct, immorality, or other reasonable grounds which are specifically contained in Board policy. Upon written request within ten (10) business days of the receipt of the notice of non-renewal, the employee shall be provided with a specific and complete written statement of the grounds upon which the non-renewal is based. The employee shall have ten (10) business days to respond in writing to the grounds for non-renewal.

## PROCESS – Section A

The superintendent shall have full authority to make a reduction in force due to reductions in funding, enrollment, or changes in the district or school boundaries. Or other compelling reasons as determined by the superintendent.

It is the employee's responsibility to provide the district with current contact information while they are on layoff.

1 ORDER OF REDUCTION – Section B

2  
3 When a reduction of force is necessary, the Superintendent shall, within each job classification affected,  
4 reduce classified employees on the basis of seniority and qualifications with those employees who have  
5 less than four (4) years of continuous active service being reduced first.  
6

7 If it becomes necessary to reduce employees who have more than four (4) years of continuous active service,  
8 the Superintendent shall make reductions based upon seniority and qualifications within each job  
9 classification affected.  
10

11 UNION NOTIFICATON - Section C

12  
13 The Superintendent/designee shall meet with representatives of the Union to discuss possible reduction in  
14 force prior to the individual personnel recommendations being presented for notification of the Board.  
15 Reduction shall occur as follows:  
16

17 The Employer will identify for layoff the least senior employees in categories affected by  
18 reduction/elimination of positions and provide the Union with an electronic copy of all the names and job  
19 classifications of laid-off employees on or before May 15 of each school year.  
20

- 21 1. Employees whose positions have been eliminated shall be considered for positions for which  
22 they are qualified which are available for assignment resulting from resignations, retirements,  
23 or other attrition and those vacated by employees identified for layoff.  
24
- 25 2. An effort will be made to make assignments within the job description from which reduced and  
26 which will result in the least reduction in compensation.  
27
- 28 3. An employee is exempt from layoff if:  
29
  - 30 a) the employee holds a position in a salary grade greater than that held by any employee  
31 affected by reduction/elimination of position, or
  - 32 b) the employee holds a position for which no unassigned employee is qualified.  
33

34 RE-EMPLOYMENT – Section D

35  
36 Employees with more than four (4) years of continuous active service shall have the right of recall positions  
37 if positions become available for which they are qualified. Recall shall be done according to seniority with  
38 restoration of primary benefits, including all accumulated sick leave and appropriate rank and step on the  
39 current salary schedule based on the total number of years of service in the District.  
40

41 The following shall apply in the recall/restoration of employees who have been laid-off or affected by the  
42 reduction:  
43

- 44 1. Laid-off employees shall furnish to the Employer their current address and telephone number to  
45 which all communication shall be directed while they are on layoff.  
46
- 47 2. Affected employees shall be recalled in order of seniority before the positions from which  
48 employees have been laid-off/reduced are filled by new applicants.  
49
- 50 3. Laid-off employees applying through the district's electronic application process will be  
51 considered for filling an opening in the job classification they were laid off from and any other

1 job classification for which they apply and are deemed qualified before new applicants are  
2 considered.

- 3
- 4 4. A laid-off employee who rejects recall, fails to report for work when assigned, or who resigns  
5 or retires will no longer be considered for recall/restoration.
- 6
- 7 5. Laid-off employees who have taken other full-time employment must confirm notification of  
8 recall within twenty-four (24) hours.
- 9
- 10 6. While the employee is laid off, the employee will have the option at the employee's expense to  
11 remain an active participant in all local and State paid insurance benefit programs to the extent  
12 they are available to the employee from the carriers.
- 13
- 14 7. Upon return to active employment following lay-off, the employee shall be credited with sick  
15 leave and will be placed on the proper grade and step of the current salary schedule.
- 16
- 17 8. An employee shall be removed from the recall list after two (2) consecutive years in layoff  
18 status.
- 19

#### 20 TEMPORARY OPPORTUNITIES - Section E

21

22 During a reduction in force, the employee may apply for employment as a substitute within a job  
23 classification and shall be given preference before other substitute applicants are employed.

24

### 25 ARTICLE 22 - REORGANIZATION/DEMOTION

#### 26 EMPLOYEE RIGHTS – Section A

27

28

29 The Superintendent/designee shall meet with representatives of the Union five (5) days prior to suggested  
30 board approval to discuss possible personnel changes dealing with reorganization and demotion prior to  
31 the recommendations being presented for notification of the board.

32

33 Reorganization/demotion shall occur as follows:

34

- 35 1. The Employer will identify and provide to the Union a list of personnel who will be affected  
36 by the reorganization or who may be demoted.
- 37
- 38 2. Employees whose positions have been reclassified or demoted to a lower salary grade shall be  
39 considered for positions held prior to reorganization for which they are qualified and which are  
40 available for assignment resulting from resignations, retirements, or other attrition.
- 41
- 42 3. An effort will be made to make assignments that will result in the least reduction in  
43 compensation.
- 44

#### 45 CONSIDERATION/PLACEMENT – Section B

46

47 The following shall apply for employees who have been affected by reorganization and/or demotion:

48

- 49 1. Affected employees shall be considered before other applicants for positions for which they  
50 are qualified that have a salary grade equal to the salary grade held prior to the reorganization.

2. The employee will be placed on the proper step that would have been obtained if the employee had not been reclassified and/or demoted.
3. This consideration will be given to employees for a period of one (1) school year following the reorganization and/or demotion.

#### FACILITY CONSTRUCTION/UPDATES— Section C

The parties to this Agreement will work together regarding staffing issues related to the merger of existing physical facilities, newly constructed facilities, and/or relocations of operations. Options available to employees may include voluntary overstaffing/transfer to a different location or assignment to positions in the new or merged location according to seniority based on positions needed. Employees not assigned to positions may be involuntarily overstaffed and allowed to apply for transfer during the transfer window.

#### ARTICLE 23 – SCHOOL CALENDAR

1. The Superintendent shall appoint two (2) employees to serve on the School Calendar Committee from among those nominated by the Union. The employees shall have the opportunity to offer suggestions and to make recommendations with respect to the development of the Annual School Calendar.
2. The Superintendent's recommendation to the Board pertaining to the adoption of the Annual School Calendar shall be provided ten (10) days in advance to the Union.

#### ARTICLE 24 – PRIORITY SCHOOLS

Any school identified as a Priority School under KRS 160.346 by the Kentucky Department of Education will be exempt from any requirements in the Agreement that mandate placement of voluntary or overstaffed instructional employees until such time as the school is no longer identified as low achieving. Any such school shall participate in the transfer process but will not be required to select any staff from the transfer list.

#### ARTICLE 25 – PRINTING

1. The collective bargaining agreement shall be available on the Board's web page.
2. The Employer shall furnish 1000 copies to the Union for its use. Upon request by the Union, the Employer will provide additional copies of the Agreement. All cost associated with printing will be equally shared by the Union and the Employer.

#### ARTICLE 26 – SAVINGS

Should an article, section or clause of this Agreement be determined by the appropriate agency or court to be illegal or contrary to federal, state, or local law or regulations, it shall be considered dormant. The remaining articles, sections and clauses shall remain in full force and effect for the established duration, if not affected by the dormant article, section or clause.

## ARTICLE 27 - SUCCESSORSHIP

The Employer agrees, as a condition of transferring control of its operations, that this Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee, transferee, or any other entity assuming authority, whether such succession, acquisition, assignment, transfer, or other action be affected voluntarily or by the operation of law; and in the event such Employer's merger, consolidation, or takeover by another entity, this Agreement shall be binding upon such entity assuming control. In addition, if the Employer's operations are assumed by another entity or individual(s) by authority exercised under law or other public policy, this Agreement shall be binding on such entity and/or individuals(s).

## ARTICLE 28 - DURATION

1. The employer agrees to take such action as necessary to give full force and effect to the provisions of this Agreement. The provisions contained within this Agreement supersede and cancel any previous understandings or any duty of the Employer to continue any policy, rule, or practice and shall supersede any rules, regulations, or practice of the employer which are contrary. The Employer shall make no change in wage rates or compensable benefits specifically included in the Agreement without prior notification of and, to the extent practicable, participation by the Union.
2. Either party desiring changes, additions or deletions in the Agreement shall notify the other party in writing and request a conference which must be held within thirty (30) days. Changes, deletions or additions will be negotiated only upon mutual consent of both parties.
3. The provisions contained within the Agreement shall be effective from July 1, 2022 through June 30, 2027, with the exception of Article 11, Compensation, which will be re-opened for negotiations for the 2023-2024 school year and each subsequent year unless bargained otherwise. Bargaining will occur during the month of June each year specified in the collective bargaining agreement.
4. The Agreement as contained herein is made by and between the Employer and Union as of (insert date).

Board of Education of Jefferson County, Kentucky

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Diane L. Porter  
Chairperson

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Martin A. Pollio, Ed.D.  
Superintendent

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O'Dell Henderson  
Chief Negotiator

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Cynthia Grohmann  
Executive Director HR – Employment Affairs

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Aimee Green-Webb, Ph.D.  
Chief of Human Resources

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Cordelia Hardin  
Chief Financial Officer

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

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R. Sue Foster  
President

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Nicole Humphrey  
Vice President

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Batina Meredith  
Recording Secretary

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Andrew Burcham  
AFSCME Representative