

Tentative
Collective Bargaining Agreement

2022-2027

By and Between

Jefferson County Board of Education

and

Service Employees International Union Local 320

and

Service Employees International Union Plant Operators (Hourly) NCFO Chapter 77

June 27, 2022

1 PREAMBLE

2
3 The Jefferson County Board of Education and Service Employees International Union Local 320 and
4 NCFO Chapter 77 do hereby agree that the welfare and success of the children of Jefferson County is
5 paramount and will be promoted by all parties.
6

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

12 ARTICLE I – DEFINITIONS

13
14 As used in this Agreement the following definitions apply:

- 15
16 1. Employer means the Jefferson County Public School District.
17
- 18 2. Union as used in the shared provisions of the Master Agreement means the Service Employees
19 International Union, Local 320, and the Service Employees International Union NCFO Chapter 77.
20 In articles specific to custodians, “Union” means Local 320. For those articles specific to Plant
21 Operators (hourly), “Union” means NCFO Chapter 77.
22
- 23 3. Employee means any person included in the representation unit belonging to the Union.
24
- 25 4. Members or Membership means only those employees in the representation unit belonging to the
26 Union.
27
- 28 5. Superintendent/designee means the Superintendent of Schools of Jefferson County, Kentucky or
29 an administrator or supervisor authorized to act on behalf of the Superintendent in the
30 administration of this Agreement.
31
- 32 6. Days means days of the week, excluding Saturday, Sunday, and holidays.
33
- 34 7. Bargaining Unit Seniority means the amount of time in active pay status while assigned to a job
35 classification(s) included in the representation unit, from first compensable day following last
36 break in service computed in years; ties are to be broken by district seniority.
37
- 38 8. District Seniority means the amount of time from first compensable day of initial probationary or
39 permanent employment with the employer following last break in service; ties are to be broken by
40 earliest birthday in month of birth.
41
- 42 9. Vacancy means a permanent full-time position in the administrative organization approved by the
43 Board, funded in the budget, and released for staffing which does not have a regular full-time
44 employee of record assigned to it.
45
- 46 10. Housekeeping Administrator means the Housekeeping Manager or a designee.
47

1 ARTICLE II – EMPLOYER RIGHTS

2
3 Except as limited by the provisions of this Agreement, law, regulations and code, the Employer does
4 hereby have and retain, solely and exclusively, all managerial rights and responsibilities which shall
5 include, but not be limited to, the right to determine the policies, rules, regulations and procedures of
6 the Employer; to establish, amend or modify an overall budget; to establish, change, combine or abolish
7 job classifications or the job content of any classification; to discipline employees; to relieve employees
8 from duty for lack of work or other legitimate reasons or lessen their duty; to hire and promote
9 employees; to determine the starting and quitting time and the number of hours and shifts to be
10 worked; to expand, reduce, alter, combine, or cease any job operation or service; to control and
11 regulate the use of machinery, equipment and other property of the Employer; to introduce new or
12 improved research, development, services, and technology; to determine the number and types of
13 employment required and to assign work to such employees in accordance with the operational needs
14 of the Employer; and direct the work force.

15
16 ARTICLE III – RECOGNITION

17
18 The Employer recognizes SEIU Local 320 as the official representative of regular, full-time and part-time
19 (excluding initial probationary, temporary, seasonal and substitute) custodians, and housekeeping utility
20 employees in Job Family IB and SEIU NCFO Chapter 77 as the official representative of regular, full-time,
21 hourly Plant Operator employees in Job Family IB, for the purpose of exchanging information, opinions,
22 and proposals to endeavor to reach a collectively negotiated agreement on wage rates, duty hours,
23 working conditions which have substantial economic impact on the employees, and procedures for
24 settling disputes which may arise under this collectively negotiated (bargained) agreement.

25
26 ARTICLE IV – UNION RIGHTS

- 27
28 1. Dues Deduction The Union shall annually certify in writing the current and proper amount of its
29 membership dues at least thirty (30) days prior to the initial deduction. Union membership dues
30 shall be deducted based on a deduction schedule agreed upon by the Union and the Employer.

31
32 The Employer will submit to the Union an electronic file for each payroll period listing all active
33 bargaining unit employees except those on new-hire probation. The Union will submit
34 membership cards and an electronic file to the Employer for each payroll period, in the format
35 required by the Employer, listing the employees for whom dues are to be deducted. The
36 electronic file shall contain the employee's full name, employee identification number,
37 deduction code, and update code. The Union shall maintain all signed membership cards and
38 provide for any and/or all employees to the Employer upon Employer's request. The Employer
39 may request an audit of membership cards at any time.

40
41 The Union shall save the Employer harmless against any claims, legal or otherwise, which may
42 arise from these dues deduction provisions. The Union understands and agrees that it shall save
43 the Employer harmless against all claims, legal or otherwise, for deduction of dues based on
44 information furnished by the Union. The Union shall bear the cost and responsibility of
45 correction of any errors in information transmitted by the Union. Reimbursement of dues
46 withheld due to Union error shall be the sole responsibility of the Union. The Employer will not
47 reimburse the Union for any dues not withheld due to Union error.
48

- 1 2. Courier Service The Union shall have the right to use the district courier service to communicate
2 with employees covered by this Agreement. Communications sent through the courier service
3 shall be considered personal and shall not be opened by any person other than the addressee.
4 Two (2) copies of material(s) sent through the courier service, distributed on the Employer's
5 property, or posted shall be provided in advance to the Superintendent/designee and one (1)
6 copy shall be provided in advance to each chief building administrator where the material is
7 distributed. The Union shall save the Employer harmless against claims, legal or otherwise,
8 which relate to the Union's use of the courier service or posting of materials.
9
- 10 3. Bulletin Boards/Email The Union shall have the right of posting notices of its activities and
11 matters of concern to employees represented by the Union either by JCPS email or in a
12 conspicuous place designated by the Housekeeping Administrator at each work location. A copy
13 of any posted material shall be provided to the Housekeeping Administrator before it is posted.
14
- 15 4. Political Material Material endorsing or opposing a political position or candidate for public
16 office, material encouraging employees to violate any law, regulations, policy or administrative
17 rule of the Employer, or material which has as its effect the interfering with employees' rights
18 under law shall not be posted, distributed through the courier service or distributed in any
19 manner on the Employer's property by the Union or for its benefit.
20
- 21 5. Meeting Space The Union may use facilities designated by the Employer for meetings before or
22 after the employees' normal work hours for which the Union shall pay the Employer's regular
23 fees for special custodial services or damage and for which the Union shall save the Employer
24 harmless against any claims, legal or otherwise, which may arise therefrom.
25
- 26 6. Union Business Authorized representatives of the Union shall be permitted to visit work
27 locations, provided the Union has previously registered with the office of Housekeeping
28 Services, for the purpose of communicating with employees and supervisors regarding Union
29 business and collecting Union dues and assessments at such times before and after employee
30 duty hours and/or during scheduled meal breaks in a manner that will not interfere with or
31 disrupt operations. The Union shall wear identification while on the premises. The Union shall
32 provide the Superintendent/designee with a list of the names of all persons authorized to
33 transact Union business at work locations and shall maintain its currency. At no time shall the
34 Union impede employees during work hours.
35
- 36 7. Board Agenda The Employer shall provide the Union upon request a copy of the official agenda
37 in advance of regular Board meetings except for those items privileged by law.
38
- 39 8. Employer-Union Relations Meetings The Superintendent/designee(s) and/or Housekeeping
40 Services Management shall provide time to meet bimonthly with not more than (4)
41 representatives of the Union to discuss administration of this Agreement and other matters of
42 mutual concern.
43
- 44 9. Change Meetings When the Employer contemplates any change(s) in wage rates, hours,
45 compensable benefits, or procedures specifically included in this Agreement which have a
46 substantial impact upon the employees, the Union shall be notified in advance of and, to the
47 extent practicable, participate in discussion prior to such change(s).
48

- 1 10. Union Leave The Union shall be entitled to designate individual employees to be granted leave
2 in an aggregate amount not exceeding one hundred eighty (180) days per year for SEIU Local
3 320 (custodians) or seventy 70 days for SEIU NCFO 77 (hourly plant operators) to be taken in full
4 days for the conduct of necessary Union business, such designation to be made in writing by the
5 Union to the Superintendent/designee normally at least ten (10) days in advance of the leave
6 usage. No employee shall use more than eight (8) days per school year. The Union may
7 designate five (5) custodian/housekeeping utility employees or two (2) hourly plant operator
8 employees to be exempt from the eight (8) day per year limitation; however, in no case shall an
9 employee be granted more than twenty (20) Union leave days without mutual agreement of the
10 Employer and the Union. The employee taking the Union leave shall inform the supervisor at
11 least five (5) days in advance of the leave usage. The Union shall reimburse the Employer for the
12 salaries of employees on Union leave.
13
- 14 11. Plant Operators' First-Line Supervisors The Union recognizes area supervisors as the
15 first-line supervisor of plant operator employees responsible for assignment of work,
16 performance evaluation, discipline, and grievance handling functions and other
17 managerial duties as assigned by the Employer in addition to direct responsibility for
18 the supervision and direction of custodian employees placed in their charge in order to
19 implement the housekeeping and preventive maintenance programs at the
20 school/location.
21
- 22 12. Custodian's First-Line Supervisors The Union recognizes plant operators as the first-line
23 supervisor of custodian employees responsible for assignment of work, performance
24 evaluation, discipline, and other managerial duties as assigned by the Employer in addition to
25 direct responsibility for the supervision and direction of custodian employees placed in their
26 charge in order to implement the housekeeping and preventive maintenance programs at the
27 school/location. In the absence of a plant operator, a designated plant operator trainee or
28 Housekeeping Administrator shall be the first line supervisor for custodians.
29
- 30 13. Technology Changes The Employer shall make every reasonable effort to notify the Union at
31 least two (2) months in advance of the introduction of automation or equipment which will
32 likely result in (a) a reduction or displacement of employees, (b) a substantial change in the job
33 to which employees are assigned, or (c) a change in salary classification of the jobs.
34
- 35 14. Addressing Board of Education The Union has the right to speak in a public meeting of the
36 Board of Education on matters not covered by the provisions of this Agreement. The Employer
37 shall be provided advance notice as to intent to speak, subject of address and reason therefore.
38
- 39 15. Personnel Policies The Board expects to provide, to the extent practicable, equitable salary
40 levels, fair personnel practices and procedures, and good working conditions. All personnel
41 policies will be implemented as approved by the Board of Education.
42
- 43 16. Employee Information Data The Employer shall provide the Union on a monthly basis the
44 following information electronically:
45
46 a. Employee's name (last, first)
47 b. Dues deduction status

- c. Employee's ID number
- d. Employee's mailing address
- e. Employee's work location
- f. Employee's hire date
- g. Salary schedule placement (grade, step, hourly wage, yearly salary, days worked)
- h. Employee's phone number

17. Newly Hired Employees The Union shall be allowed to address newly hired employees at the conclusion of orientation meetings to advise them of their Union rights and benefits and to solicit their membership in the Union under the terms of the Agreement.

ARTICLE V - NON-DISCRIMINATION

1. The contents of this Agreement shall be applied to all employees eligible for representation by the Union without regard to race, creed, color, sex, sexual orientation, gender identity, age, disability, veteran status, national origin, marital status, or Union membership status.
2. No rights of employees under the law shall be abridged by the Employer or the Union.

ARTICLE VI – WORKING CONDITIONS

1. Parking facilities shall be provided for employees.
2. 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.
3. For custodians and housekeeping utility employees, work schedules, beginning and ending of the workday and scheduled normal meal and rest breaks as assigned by the Housekeeping Administrator shall be posted on the designated bulletin board. Adjustments in work schedules may be made to equitably redistribute the necessary work when absences occur. Only Housekeeping Administrators are authorized to alter employee work schedules.
4. Uniform shirts, approved by management, are required for all employees. Employees shall wear the uniform shirts for their security and be responsible for the condition of the uniform. School logo shirts may be worn in place of the uniform shirts, but only if the logo pertains to the current school/location assigned.

Newly hired employees, after completion of the ninety (90) day probationary period, will receive five (5) uniform shirts. Employees will receive five (5) shirts annually thereafter.

All employees must adhere to the JCPS dress code policy and/or school location dress code policy.

Employees who request uniform pants will receive five (5) pair and are expected to wear them and shall be responsible for their condition and security. If measurements for uniform pants are needed, management will schedule a fitting at the beginning of the fiscal year for a specific date

1 and location. Employees will be required to attend that designated location for the fitting. Any
2 employee on leave during the measurement period may request uniform pants, but
3 measurement services will not be available unless assigned by management.
4

5 All uniforms must be ordered and measured between July 1 and October 30 each year.
6

7 Failure to wear the uniform provided by the district may be grounds for discipline.
8

- 9 5. Employees shall be entitled to provide advice and make recommendations with regard to
10 uniforms and tools.
11
12 6. Every reasonable effort will be made to equitably distribute the regularly assigned workload
13 within a work location. Housekeeping Administrators will advise with Area Supervisors regarding
14 such effort and may review such assignments upon request of the employees at a location who
15 have previously discussed their unresolved concerns with the Area Supervisor.
16
17 7. Duties outside housekeeping functions may be temporarily assigned but, to the extent
18 practicable, employees will normally and regularly be assigned housekeeping duties only. Should
19 an employee be temporarily assigned duties outside housekeeping functions, that employee
20 shall receive training prior to assuming/performing those duties.
21

22 ARTICLE VII – SAFETY 23

- 24 1. The Employer shall be responsible for providing and maintaining a safe place of employment.
25 The employee shall be responsible for reporting observed unsafe or hazardous practices or
26 conditions to the immediate supervisor or Housekeeping Administrator who shall contact duly
27 qualified personnel who will make a timely inspection and take steps to remedy the condition.
28
29 2. The Employer shall investigate reports by employees of unsafe or hazardous practices or
30 conditions made on the appropriate safety form and shall provide a written response to such
31 reports.
32
33 3. Employees are prohibited from having personal visitors (i.e. relatives, friends, children,
34 salespersons, attorneys) at the work site during working hours.
35
36 4. Employees shall not be required to work under conditions determined by qualified
37 administrative personnel to be detrimental to their health, safety and well-being. To this end,
38 each employee has the responsibility to cooperate and to encourage others to work in a safe
39 manner.
40
41 5. Employees shall use and maintain the safety equipment and protective devices furnished and
42 required by the Employer necessary to meet recognized safety standards.
43
44 6. Employees, individually and through the Union, shall be entitled to present advice and make
45 recommendations to the Employer with respect to improving safety awareness and practices
46 associated with their work assignments.
47

- 1 7. The Employer and the Union shall meet monthly, unless mutually agreed to otherwise, to
2 discuss safety concerns and possible solutions to those concerns.
3

4 ARTICLE VIII – EXTRA EMPLOYMENT
5

- 6 1. Employees who request it on the appropriate form within the established timelines shall be
7 given consideration for work as temporary employees in voluntary assignments which occur
8 beyond their regularly scheduled work year and which are directly and similarly related to their
9 regular jobs and for which the Employer deems them best qualified. Employees who are chosen
10 for such assignments shall be selected after laid-off personnel have been first considered and
11 before applicants who are not currently employed by Jefferson County Public Schools are
12 considered.
13
- 14 2. Those chosen as temporary employees for extra employment assignments shall be paid
15 according to the employee’s current salary schedule.
16

17 ARTICLE IX – LEAVES OF ABSENCE
18

19 Section A Sick Leave
20

- 21 1. Sick leave with pay shall be granted if the employee presents a personal affidavit or a certificate
22 of a reputable treating physician stating that the employee or a member of the employee’s
23 “immediate family” was ill on the day or days absent and providing the employee has not
24 exhausted all of the current and accumulated sick leave credit.
25

26 “Immediate family” shall mean the employee’s spouse, children including stepchildren and
27 foster children, grandchildren, daughters-in-law and sons-in-law, brothers and sisters, parents
28 and spouse’s parents, and grandparents and spouse’s grandparents, without reference to the
29 location of residence of said relative, and any other blood relative who resides in the employee’s
30 home.
31

- 32 2. Each full-time employee shall be credited not less than ten (10) and no more than twelve (12)
33 days of sick leave each year, without deduction of salary. Employees must be in active pay
34 status or on an approved leave during their scheduled work year in order to utilize sick leave,
35 unless the employee submits documentation to support a leave under Board Policies 03.22322
36 Family and Medical Leave or 03.2234 Medical Leave. The unused portion of the sick leave
37 allowance may accumulate year-to-year without limitation.
38
- 39 3. When an employee becomes ill on the job the employee may choose to take sick leave or be
40 docked for the time not worked.
41
- 42 4. Sick leave may be taken in whole days only, except that an employee may take one-half (1/2)
43 day sick leave not more than six (6) times within a running twelve (12) month period in which
44 case an attending physician’s statement shall be required.
45
- 46 5. If an employee uses all accumulated sick leave and is still unable to return to assigned duties,
47 prior to its expiration the employee may apply for and be placed on unpaid medical leave of

1 absence at which time it becomes the responsibility of the employee to assume the payment of
2 all insurance premiums not provided for in the Family and Medical Leave Act, if eligible. Prior to
3 returning to work the employee needs to contact the Benefits Department regarding
4 reinstatement in insurance programs.
5

6 6. Unused sick leave will not be paid upon layoff, resignation, or discharge of employees.
7

8 7. A physician's written verification of illness from a treating physician's office, clinic or hospital
9 may be required after the sixth occurrence of absence (occurrence means a single event or
10 episode of illness, one or many consecutive days) within a work year, or during annual
11 state/federal testing. Excessive use and/or abuse of sick leave may be considered cause for
12 disciplinary action and failure to provide medical documentation as required by this provision
13 may result in discipline.
14

15 A pattern of sick leave use (i.e. consistent use of sick days following or preceding holidays)
16 and/or the failure to accumulate it, may be determined to be abuse of the sick leave privilege.
17 An employee who has been cited in writing for abuse of sick leave may be required by the
18 Employer to produce a medical/doctor's statement at any time.
19

20 8. When a plant operator is to be absent from work, the plant operator shall notify the Area
21 Supervisor or designated Housekeeping Administrator and building administrator prior to the
22 absence. When a custodian or housekeeping utility employee is to be absent from work, the
23 plant operator or, in the absence of a plant operator, the designated Housekeeping
24 Administrator must be notified prior to that absence. An employee shall not be required to call
25 each day of a prolonged absence provided the employee had informed the administrator during
26 the initial notification of the specific days of anticipated absence. Failure to provide timely
27 notice of any absence may result in denial of sick leave.
28

29 9. When an illness causes an employee to exhaust paid leave of absence and the employee still is
30 unable to return to work, an excused unpaid leave of absence may be granted upon submission
31 of a physician's statement verifying the need for five (5) consecutive days after which unpaid
32 medical leave must be requested retroactive to the first day of unpaid absence.
33

34 10. First and second shift employees shall contact their supervisor a minimum of two (2) hours
35 before the beginning of their shift to request sick leave. A plant operator who fails to contact
36 their supervisor, or a custodian/housekeeping utility employee who fails to contact their plant
37 operator or, in the absence of a plant operator, the designated Housekeeping Administrator,
38 two (2) hours prior to the beginning of a shift may be denied use of sick leave.
39

40 Section B Medical Leave 41

42 1. When an employee has been advised by a physician or otherwise knows of an interruption in
43 ability to work because of known or anticipated medical reasons, the employee shall notify the
44 JCPS Benefits Department and upon request be granted an unpaid medical leave of absence.
45 Such notice shall be in writing and accompanied by an attending physician's statement
46 indicating the anticipated date of interruption in ability to work, whether the employee may
47 resume the assignment and the anticipated date of return. The employee shall not continue to
48 work past the date indicated in the attending physician's statement.

- 1 2. A medical leave of absence may be granted for a period of one (1) work year or less and
2 renewed for one (1) additional work year. At the end of the second work year, if the employee is
3 unable to return to work, the employment shall be terminated.
4
5 3. The Employer shall keep a position available for the employee to resume duties within the job
6 classification following return from medical leave provided:
7
8 a. such position has not been eliminated during the employee's absence for any valid
9 reason,
10 b. the employee's planned absence does not exceed sixty (60) paid or unpaid workdays
11 (an employee must return to work for a minimum of twenty (20) days to re-start the
12 sixty (60) day count),
13 c. the employee is medically able to fulfill the duties of the position,
14 d. the employee asked that a position be kept available at the time the leave was
15 requested, and
16 e. the employee would not have been laid-off had leave not been taken.
17

18 After sixty (60) paid or unpaid workdays, the employee will be placed on a list for assignment to
19 open positions when they become available.
20

- 21 4. Time for which an employee qualifies for workers compensation payments while on medical
22 leave directly resulting from accidents sustained in the course of fulfilling job responsibilities
23 shall count as service time for purposes of salary step placement when combined with regularly
24 paid days. A maximum of one (1) step shall be allowed for those on workers compensation
25 effective from July 1, 1982.
26
27 5. Employees who qualify for and are awarded workers compensation payments shall be placed on
28 medical leave with unused sick leave coordinated with the workers compensation payments so
29 as to sustain the level at a total of 100% regular wages. When the employee uses all
30 accumulated sick leave and is still unable to return to work, prior to returning to work the
31 employee need to contact the Benefits Department regarding reinstatement in insurance
32 programs.
33

34 Section C Emergency Leave

35
36 Each employee shall be credited with two (2) days of paid emergency leave per year which will not
37 accumulate from year-to-year. Emergency leave shall be granted in units of full days. Proof of
38 emergency shall be required.
39

40 Legitimate reasons for granting emergency leave with pay shall include:

- 41
42 1. death or funeral of relative by blood or marriage (specify relationship), and
43 2. emergency situations resulting from natural disasters;(i.e. tornado, flood).
44

45 Section D Personal Leave

46
47 Each employee shall be credited with three (3) days personal leave per year which may be used at the
48 employee's discretion except that personal leave may not be taken during the first five (5) days or last

1 ten (10) days of the school term, any student attendance day immediately prior to or following any “no
2 school for students” day, including but not limited to holidays and breaks (i.e. Thanksgiving Break,
3 Winter Break, Spring Break), except under extenuating circumstances, any work day immediately prior
4 to the first workday at a new location, or-during annual state/federal testing.

5
6 Personal leave may be taken in whole or half (1/2) day increments. When personal leave is taken in half
7 (1/2) day increments it shall only be taken with half day present. Half (1/2) day personal leave shall not
8 be allowed in combination with docked hours or any paid leave, including but not limited to sick days or
9 vacation days. The following procedures are to be used in order to apply for and use personal leave:

- 10
11 1. the employee must make the request three (3) workdays in advance on the form provided for
12 that purpose; and
13 2. the request must be approved by the employee’s immediate supervisor or appropriate
14 administrator on the basis that the employee’s absence will not interrupt or impeded the work
15 program.

16
17 Permission will not be unreasonably withheld.

18
19 Employees must be in active pay status or on an approved leave during their scheduled work year in
20 order to utilize personal leave, unless the employee submits documentation to support a leave under
21 Board Policies 03.22322 Family and Medical Leave or 03.2234 Medical Leave.

22
23 Unused personal leave shall be carried forward to accumulate as sick leave.

24
25 Section E – Child Rearing Leave/Adoption/Dependent Convalescence Leave

- 26
27 1. An employee presenting the required evidence shall upon written request to the JCPS Benefits
28 Department be granted an unpaid leave of absence necessary to meet child adoption
29 requirements and for the purpose of rearing the employee’s pre-school child(ren) or other
30 dependent child/parent or spouse who is unable to care for self in which case a physician’s
31 statement shall be required.
32
33 2. A single child rearing/adoption/dependent convalescence leave shall be granted for a period of
34 no less than forty-five (45) days and no more than two (2) consecutive work years or major
35 portions thereof, except that such leave may be taken for less than forty-five (45) days if the
36 employee has exhausted all sick leave and the need is directly related to the illness of the
37 child/dependent.
38
39 3. The Employer shall keep a position available for the employee to resume duties within the job
40 classification following return from the leave provided:
41
42 a. such position has not been eliminated during the employee’s absence for any valid
43 reason,
44 b. the employee’s planned absence does not exceed sixty (60) workdays paid or unpaid (an
45 employee must return to work for a minimum of twenty (20) days to re-start the sixty
46 (60) day count),
47 c. the employee had asked that a position be kept available at the time the leave was
48 requested, and

1 d. the employee would not have been laid-off if leave had not been taken.

2
3 After sixty (60) workdays, paid or unpaid, the employee will be placed on a list for assignment to
4 open positions when they become available.

5
6 Section F – Jury Duty

7
8 An employee who serves on a jury in any duly constituted local, state or federal court shall be granted
9 paid leave less any compensation received as jury pay, for the period of actual jury service.

10
11 Employees claiming pay for jury duty leave shall comply with the following procedures:

- 12
13 1. A custodian/housekeeping utility employee must provide a copy of the jury subpoena to the
14 plant operator or, in the absence of a plant operator, the designated Housekeeping
15 Administrator promptly upon receipt of such subpoena involving jury duty service. A plant
16 operator must provide promptly upon receipt to the Housekeeping Administrator.
17 2. A money order or personal check (payable to the Treasurer, Jefferson County Board of
18 Education) for the amount of compensation received for jury duty excluding travel expense shall
19 be delivered to the immediate supervisor or Housekeeping Administrator for transmittal to the
20 payroll office.
21 3. Any employee serving jury duty whose regular work shift is not affected by jury duty hours shall
22 report to work as usual. Any first shift employee serving jury duty, when dismissed from jury
23 duty service for that day, shall report to work for the remainder of the employee's work shift.
24 Any second shift employee reporting to jury duty is excused from work for the corresponding
25 work shift.

26
27 Section G Court Appearance Leave

28
29 An employee who is summoned to a local, state, or federal court for reasons directly connected with the
30 employee's employment shall be granted paid leave after properly presenting the approved form
31 certifying the court appearance, except when the employee is a plaintiff or witness against the Employer
32 or its agents, or when the employee is a plaintiff in cases without Employer sanction.

33
34 Section H Military Leave

35
36 Any employee who enters active duty shall be granted an unpaid leave for a period not to exceed the
37 initial period of service. Any employee on military leave and within ninety (90) days after the employee's
38 separation from military service shall upon written application be restored to a position in the
39 employment of the employer, provided the employee shall furnish proof of discharge or separation from
40 service under honorable conditions and be found by a physician selected by the Employer to be in a
41 satisfactory state of health for the performance of duties. Upon return the employee shall be placed on
42 the salary schedule at the level which would have been achieved had the employee remained actively
43 employed in the system during the period of absence.

44
45 Section I Vacation Leave

- 46
47 1. Twelve-month/260 day employees shall be granted vacation leave according to the Employer's
48 vacation policy and procedure. Such employees shall earn vacation leave based on length of

1 service in the district computed in years as determined by the employee's district seniority date
2 plus a maximum of two (2) years credit for military service.

- 3
4 2. Vacation leave shall be credited monthly with accumulation limited to no more than two (2)
5 times earned annual rate as follows:

6
7

<u>Years of Service</u>	<u>Days Earned Per Year</u>
8 0 to 1	10
9 2 through 10	15
10 11 and over	20

11

- 12 3. Vacation earned by eligible employees is updated on the last pay date of the month. Employees
13 will earn vacation if the employee works more than one half of the total contract days in the pay
14 periods that have been processed since the last monthly vacation update was administered.
15
16 4. Employees must be in active pay status or on an approved leave during their scheduled work
17 year in order to utilize vacation leave, unless the employee submits documentation to support a
18 leave under Board Policies 03.22322 Family and Medical Leave or 03.2234 Medical Leave.
19 Employees will be charged with vacation leave only on days upon which they would otherwise
20 work and receive pay.
21
22 5. Vacation leave shall be taken in full days.
23
24 6. Employees shall request vacation leave on the appropriate form as far in advance as practicable,
25 and not less than ten (10) working days prior to the requested leave days. This provision may be
26 waived in unusual or extreme situations. Employees who present personally and directly their
27 vacation leave form requests to supervisors will be notified within one week of approval or
28 denial of the request for vacation leave. If there is no response from the supervisor within one
29 week, then the leave will be approved.
30
31 7. Plant operators, designated Housekeeping Administrators, or Area Supervisors shall see that
32 employees have opportunities to use vacation leave days and not forfeit them. Vacation leave
33 shall be scheduled by the Housekeeping Administrators in accordance with operating
34 requirements, established administrative guidelines and, insofar as practicable, with the
35 requests of employees.
36
37 8. Upon the death of an employee or upon an employee's request within ten (10) days of
38 resignation, layoff, or discharge, cash payment shall be made for accrued vacation at the
39 employee's scheduled wage rate prior to the date of change.
40
41 9. Vacation days will not be granted for any day that is designated for annual state/federal testing,
42 or the first five (5) days or last ten (10) days of the school term, except under extenuating
43 circumstances.
44
45
46
47

1 Section J Holiday Leave

2
3 Twelve-month/260 day employees shall be granted nine (9) paid holiday leave days (Fourth of July,
4 Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, New Year’s Day, Martin Luther King,
5 Jr. Day, Memorial Day, Juneteenth, and a flexible holiday (Presidential Election Day replaces the flexible
6 holiday every four years) and less than twelve-month/260 day employees shall be granted four (4) such
7 days (Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day) according to the
8 Employer’s policy and procedure. If an employee is required to work on a holiday, the employee shall be
9 granted overtime pay.

10
11 The flexible holiday may be used at the employee’s discretion except that the holiday may not be taken
12 during the first five (5) days or last ten (10) days of the school term, any student attendance day
13 immediately prior to any “no school for students” day, including but not limited to holidays and breaks
14 (i.e. Thanksgiving Break, Winter Break, Spring Break), except under extenuating circumstances, any work
15 day immediately prior to the first workday at a new location, or during annual state/federal testing. The
16 following procedures are to be used in order to apply for and use flexible holiday leave:

- 17
18 1. the employee must make the request three (3) workdays in advance on the form provided for
19 that purpose; and
20 2. the request must be approved by the employee’s immediate supervisor or appropriate
21 administrator on the basis that the employee’s absence will not interrupt or impede the work
22 program.

23
24 Permission will not be unreasonably withheld.

25
26 Employees must be in active pay status or on an approved leave during their scheduled work year in
27 order to utilize flexible holiday leave, unless the employee submits documentation to support a leave
28 under Board Policies 03.22322 Family and Medical Leave or 03.2234 Medical Leave.

29
30 Section K Political Activity Leave

31
32 Upon written request an unpaid leave of absence may be granted to an employee for not less than thirty
33 (30) days or more than two (2) work years or major portions thereof for the purpose of campaigning.

- 34
35 1. A position shall be kept available for the employee to resume duties within the job classification
36 following return from leave provided:
37
38 a. such position has not been eliminated during the employee’s absence for a valid reason,
39 b. the employee’s planned absence does not exceed sixty (60) workdays paid or unpaid (the
40 employee must return to work for a minimum of twenty (20) days to re-start the sixty (60) day
41 count),
42 c. the employee had asked that a position be kept available at the time the leave was requested,
43 and
44 d. the employee would not have been laid-off had leave not been taken.

45
46 After sixty (60) paid or unpaid workdays the employee will be placed on a list for assignment to
47 open positions when they become available.
48

1 Section L Education/Training Leave

2
3 Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or more
4 than twelve (12) months may be granted to an employee for purposes of attending a training program
5 approved by the Employer.
6

7 Section M Length of Consecutive Leaves of Absence

8 The employer may deny Child Rearing/Adoption/Dependent Convalescence Leave and Political
9 Activity Leave when the granting of such leave would result in absence from duty for a period
10 longer than two (2) consecutive work years or major portions thereof without at least one (1)
11 intervening year of active service as an employee.
12

13 Section N Notarizing Leave Affidavits

14
15 Notary services shall be provided without charge to employees required to submit personal affidavits for
16 leaves.
17

18 Section O Resumption of Benefits Following Leave

19
20 Unused accumulated sick leave shall be restored to employees resuming service following approved
21 leave. Employees shall be responsible for making arrangements to continue insurance benefits when
22 those benefits would otherwise be interrupted by the approved leave.
23

24 ARTICLE X - ASSISTANCE IN ASSAULT

25
26 The Employer shall provide assistance and support to an employee in case of alleged assault while
27 the employee is fulfilling assigned duties when such assault arises out of and directly results from
28 employment responsibilities. Assault is defined as in the criminal laws of Kentucky.
29

30 Section A General Assistance

- 31
32 1. The immediate supervisor shall, on the form provided, report any case of alleged assault on
33 an employee to the appropriate administrator who shall acknowledge receipt of such
34 report.
35
36 2. The Employer will notify the employee of its readiness to assist as follows:
37
38 a. Obtain from police, immediate supervisor, employees and others relevant
39 information concerning the alleged assault and offenders; and
40 b. Act in other appropriate ways as liaison between the employee, the police, and the
41 courts.
42

43 Section B Legal Counsel

44
45 Upon request, legal advice shall be offered in any criminal action taken by the employee in
46 connection with the alleged assault and assistance in court appearances may be provided when
47 requested by the employee and sanctioned by the Employer.

1 Section C Court Appearances

2
3 Time required for a summoned appearance in any criminal aspect of a legal proceeding connected
4 with the alleged assault on an employee sustained in the course of fulfilling employment
5 responsibilities shall be granted as leave and shall not be deducted from sick or emergency leave
6 days when the employee has promptly provided a copy of the summons, complaint, or other legal
7 paper to the immediate supervisor.

8
9 Section D Compensation

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

20
21 Section E Employer Approved Physician

22
23 If there is a question about the ability of the employee to perform duties, the employee may be
24 required to select a physician for examination from a panel of qualified physicians approved by the
25 Employer. All consulting and examination fees resulting from these examinations shall be paid by
26 the Employer.

27
28 ARTICLE XI – TRAINING

- 29
- 30 1. The Employer shall provide an opportunity for employees to offer advice, suggestions, and
31 opinions during the planning of employee training opportunities.
 - 32
33 2. The Employer shall compensate employees for required training.
 - 34
35 3. Every reasonable effort will be made within the Employer's resources to provide training
36 opportunities for employees on a voluntary basis to strengthen their capabilities and skills in
37 fulfilling their assigned duties and in qualifying for other assignments.
 - 38
39 4. The Employer shall establish a training committee including Union selected employees to advise
40 upgrading programs. The training committee shall meet at least annually.
 - 41
42 5. JCPS shall provide Safe Crisis Management (SCM) training to any employee who so
43 requests. This training shall be provided during normal work hours and with pay.
 - 44
45 6. Changes to the Housekeeping handbook shall be communicated to all plant operators via
46 email and in monthly training meetings with a copy to SEIU NCFO 77.
- 47

XII – EVALUATION

1. The performance of employees shall normally be evaluated in writing at least annually based on performance expectations for holding the job.
2. The evaluation shall be based only upon information gained over a period of time through direct observation, from personal knowledge, or from any source which is demonstrable as fact.
3. All observation for evaluation of work performance shall be conducted in an open and non-secretive manner.
4. The evaluator shall cite strengths in performance and identify weaknesses to be corrected.
5. 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.
6. A copy of the employee’s performance evaluation shall be made available to the employee at the time of evaluation, and whenever possible, shall be reviewed with the employee by the appropriate evaluating supervisor within ten (10) days of the evaluation.
7. The employee being evaluated shall have the right to review the evaluation and file a statement for attachment to it within ten (10) days providing a copy to the evaluator.
8. The employee shall sign all evaluations which indicates only that the employee has seen and received a copy.
9. Any review of the evaluation forms shall involve employees selected by the Union.

ARTICLE XIII – DISCIPLINE

1. Any employee disciplinary action taken shall be progressive when practicable and depending upon seriousness and the employee’s work record may include:
 - a. written warning;
 - b. written reprimand;
 - c. probation, reassignment and/or transfer, suspension without pay (5 days or pending completion of investigation and decision), or combination thereof; in the event that the suspended employee is found not at fault, the employee shall be made whole for all days of unpaid suspension; and/or
 - d. discharge.
2. No employee shall be issued written reprimands, placed on probation, reassigned and/or transferred, suspended without pay, or discharged unless:
 - a. the employee could reasonably have been expected to know that disciplinary action for the conduct was possible;

- 1 b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe
- 2 operation of the district;
- 3 c. a fair and objective effort has been made to identify the facts and the decision is based on
- 4 evidence; and
- 5 d. the discipline is applied equitably and without discrimination.
- 6
- 7 3. After due process, including steps in Section 2, the following causes and others comparable in
- 8 seriousness can cause immediate discharge without warning:
- 9
- 10 a. dishonesty (this includes but is not limited to theft and/or receiving property stolen from
- 11 the Employer, district employees, district contractors, and/or district buildings, campuses,
- 12 and/or grounds),
- 13 b. immoral conduct,
- 14 c. insubordination (willful refusal or failure to follow a direct order or instruction) or
- 15 supervision-directed disrespectful conduct,
- 16 d. fighting while on the Employer's premises or during duty hours,
- 17 e. threats of physical violence and/or harm toward another,
- 18 f. on-duty "horseplay" of such a nature as to be capable of causing personal injury or damage,
- 19 g. drinking or being under the influence of alcoholic beverages while on the Employer's
- 20 premises or during duty hours,
- 21 h. possession or use or being under the influence of narcotics or hallucinatory drugs,
- 22 i. carrying a deadly weapon while on the Employer's premises or during duty hours,
- 23 j. falsification of the Employer's records and reports,
- 24 k. willful or negligent damage of property, including but not limited to property of the
- 25 Employer, district employees, district contractors, and/or district buildings, campuses,
- 26 and/or grounds,
- 27 l. failure to report an accident,
- 28 m. failure to maintain credentials and licenses required for the job assignment,
- 29 n. violation of the Acceptable Use Policy and/or Personal Use Procedure/Policy, and/or Board
- 30 social media policies once developed,
- 31 o. acts of sabotage and/or cyberattack of district data and/or network and/or district
- 32 equipment,
- 33 p. discrimination and/or harassment,
- 34 q. use of any term designed to insult others on the basis of race, ethnicity, nationality, sexual
- 35 orientation or gender, and/or
- 36 r. refusal to submit to drug and/or alcohol testing.
- 37
- 38 4. It is understood and recognized by the parties that it may be cause for disciplinary action up to
- 39 and including discharge if an employee is given three (3) written warning notices in a twelve (12)
- 40 month period in active pay status.
- 41
- 42 5. The immediate supervisor or Housekeeping Administrator shall promptly inform the employee
- 43 of any disciplinary action and the reason thereof.
- 44
- 45 6. Any information used in disciplinary action shall be made available to the employee.
- 46
- 47 7. No disciplinary action of any kind shall be taken for reasons of participation by employees in
- 48 Union activities which are lawful and not in violation of policies and rules of the Employer.

- 1
2 8. It shall be the objective of those taking disciplinary action and of the employees that they
3 handle their roles in such a manner as will avoid embarrassment.
4
5 9. An employee disciplined in writing shall have the opportunity to make a written response for
6 inclusion in the personnel file within ten (10) days by providing a copy to the person taking the
7 disciplinary action.

8 ARTICLE XIV – PERSONNEL FILES
9

- 10 1. No documents except those listed below shall be placed in an employee’s personnel file:
11
12 a. Evaluations, reprimands and commendations
13 b. Payroll records
14 c. Change of Status forms, Re-election forms, requests/approvals of Leave of Absence and
15 correspondence relating to such requests
16 d. Transcripts, Official Notifications from universities/colleges
17 e. Contracts of employment, job offers, responses to job offers
18 f. Previous employment data
19 g. Applications, references, resumes, and verification of experience and training
20 h. Tests taken for a job
21 i. Licenses or certifications required for a position
22 j. Military service records
23 k. Investigative reports and records related to pre-employment and potential disciplinary
24 action which reach a conclusion
25
26 2. An employee shall have the right to view the contents of the personnel file except for previous
27 employment data, references, and letters of recommendation at which time a representative of
28 the Union may be present when requested by the employee. At the employee’s request and
29 expense the employee will receive a copy of any document in the employee’s file except for
30 previous employment data, references and letters of recommendation.
31
32 3. There shall not be established a separate confidential personnel file outside the Division of
33 Personnel Services.
34
35 4. The personnel files are the exclusive property of the Employer and documents appropriately
36 placed therein will be retained as a part of the employee’s work history. With the exception of
37 documents related to disciplinary action which are cause for immediate discharge, warnings
38 and reprimands will not be considered when decisions are reached regarding transfer,
39 assignment or reassignment, if the employee has not been subsequently disciplined for any
40 related or similar incidents for a period of two (2) years.

41
42 ARTICLE XV – LAYOFF/RECALL
43

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

- 46
47 1. The Employer will identify for layoff the least senior employees in categories affected by
48 reduction/elimination of positions.

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

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

1. Affected employees shall be considered for recall/restoration in order of district seniority before the positions from which employees have been laid-off/reduced are filled by new applicants.
2. Laid-off employees, so requesting in writing, will be considered for filling an opening in a job category other than the one from which they were laid-off and for which they are deemed qualified before new applicants are considered.
3. A laid-off employee who rejects recall, fails to report for work when assigned, or who resigns or retires will no longer be considered.

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

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

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

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

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

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

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

1 ARTICLE XVI – CALENDAR

2
3 The Superintendent shall appoint two (2) employees to serve on the School Calendar Committee from
4 among those nominated by the Union. The employees shall have the opportunity to offer suggestions
5 and to make recommendations with respect to the development of the Annual School Calendar.
6

7 The Superintendent’s recommendation to the Board pertaining to the adoption of the Annual School
8 Calendar shall be provided in advance to the Union.
9

10 ARTICLE XVII – GRIEVANCE PROCEDURE

11
12 Section A Definition

13
14 1. Grievance means an allegation or complaint that there has been a violation, misapplication, or
15 misinterpretation of a specific provision(s) contained within this Agreement.
16

17 2. Grievant means the person(s) or Union making the allegation or complaint.
18

19 Section B Purpose

20
21 The purpose of this Grievance Procedure is to resolve, at the lowest possible administrative level by as
22 informal proceedings as may be appropriate, any grievances which may arise.
23

24 Section C Representation

25
26 In any formal grievance meeting, the employee may have a Union representative present during the
27 meeting. If the Union opts to represent the employee in a formal grievance meeting, notice shall be
28 given five (5) days in advance by the representative to the administrator conducting the meeting. The
29 Union shall have the right to be present at the Level II and Level III meetings.
30

31 Section D Grievance Levels

32
33 Level I

34
35 An employee who believes that they have been wronged by a violation, misapplication, or
36 misinterpretation of the specific provisions of this Agreement shall, within ten (10) days of its
37 occurrence, meet and discuss their grievance with the appropriate Housekeeping Services foreman with
38 the objective of resolving it informally. The foreman shall have five (5) days to address the grievance
39 with the Housekeeping Services Supervisor/designee. If the parties fail to resolve the grievance, the
40 employee shall be entitled to file, within (5) days after being informed of the disposition, a formal
41 grievance with Employee Relations.
42

43 The union shall be advised of all resolutions reached at this step.
44

45 A formal grievance shall be processed in accordance with the procedures outlined below. It shall be in
46 writing and must contain the following:
47

48 a. Signature of the grievant;

- b. Specific statement of the allegation;
- c. Synopsis of the facts giving rise to the alleged violation;
- d. Date of the alleged violation; and
- e. Specific relief or remedy requested.

Level II

Within five (5) days of receiving notice of the formal grievance, Employee Relations shall schedule a meeting including the Housekeeping Services Supervisor, the appropriate foreman, grievant's union representative, the grievant, and an Employee Relations representative/Superintendent's designee. The Employee Relations representative/Superintendent's designee shall review previously presented information and administrative decisions, conduct any necessary meetings and investigations, and provide a written decision to the employee and the union within ten (10) days after this meeting.

Level III/Mediation/Arbitration

If, after receiving the Level II decision, the grievant 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 II decision. The mediator shall be the person jointly selected by the Employer and the Union. 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 mediation. This meeting will include both an attempt to resolve the grievance and, if a resolution is not reached, an arbitration hearing of the grievance and evidence, if any, presented by each party. The mediator shall issue an opinion within a reasonable time but no later than sixty (60) days after the meeting date.

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 violates the terms of this Agreement. The opinion of the mediator shall be submitted in writing setting forth findings of fact and conclusions and will be binding unless dismissed by a four-fifths (4/5) majority vote of the Board voting at a public meeting within twenty (20) days of its receipt. 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.

Section E - Grievances Arising from Other Than Immediate Supervisor

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

Section F – Grievance Meetings and Hearings

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

1 Section G – General Provisions
2

- 3 1. The time limits provided for in this Grievance Procedure shall be strictly observed unless
4 extended by mutual agreement. Failure of the employee to proceed with the
5 complaint/grievance within the time limits provided shall result in its dismissal. Failure of the
6 administrator(s) to respond within the time limits provided shall entitle the employee to
7 proceed to the next step in the Grievance Procedure.
8
- 9 2. A grievance may be resolved at any level or withdrawn by the Union at any time and at any step
10 of the Grievance Procedure after the Union has been informed; provided, however, the same
11 grievance shall not be filed the second time by the same employee after the grievance has been
12 withdrawn.
13
- 14 3. The filing of a grievance shall in no way interfere with the responsibility of the employee to fulfill
15 assigned duties.
16
- 17 4. The employee and the Union are required to exhaust the Grievance Procedure before seeking
18 alternative remedies including rights to which they are entitled under the law.
19
- 20 5. The commencing of a legal or administrative appeal proceeding by an employee of the Union
21 against the Employer in a court of law or equity or any Federal, State, or local administrative
22 agency alleging misapplication or misinterpretation of any provisions of this Agreement shall be
23 deemed an election of remedy and a waiver by said employee of Union of their right to resort to
24 the Grievance Procedure.
25
- 26 6. All official grievance records shall be kept separately from the personnel files.
27
- 28 7. Grievance forms shall be prepared by the Employer and reviewed by the Union which shall have
29 the responsibility for the distribution of the approved forms for filing grievances. The costs of
30 the grievance forms shall be borne by the Employer.
31
- 32 8. The Union shall be entitled to initiate with the appropriate administrator and process, through
33 Level I and the applicable steps of Levels II and III, complaints/grievances alleging violation,
34 misapplication, or misinterpretation of a provision(s) within this Agreement specific to Union
35 rights and entitlements and those which affect a substantial number of employees district-wide.
36
- 37 9. Grievance decisions and appeals under Levels II and III shall be in writing with copies transmitted
38 promptly to the grievant, Union, and Superintendent/designee(s).
39

40 **ARTICLE XVIII – ASSIGNMENT**
41

- 42 1. Employees shall be assigned to duties within their job classification with consideration given to
43 their preference, provided this results in the operational needs of the district being met, using
44 the following criteria:
45
- 46 a. the attainment and maintenance of required skill levels by experienced employees
47 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. affirmative action, and
- e. transfer may be delayed until such time as the transfer does not result in multiple vacancies at one work location. However, no transfer shall be delayed longer than ninety (90) calendar days.

2. Before they are declared vacant, open positions for which no employees have requested transfers shall be posted by shift at least five (5) days on a district-wide basis in order to allow employees to request transfers. Such transfer requests shall be considered according to the process and criteria outlined in number one above.

3. Vacancies resulting from staffing through the bid process will not be posted for further bid.

4. Employees may be granted a voluntary transfer or bid no more than once in any work year.

5. Once an employee verbally accepts a transfer, that employee has until 4:00 p.m. the Wednesday immediately prior to the report date to revoke acceptance of the transfer. If the employee fails to meet this deadline to revoke acceptance, the transfer is considered granted and the employee is expected to report to the new location on the report date. Should the employee fail to report to the new location, that employee shall be ineligible for any transfer or bid for the remainder of the year.

6. An employee must be in attendance at the employee's current assigned location the workday immediately prior to the first workday at the new location. Failure to be present may lead to either a delay in or revocation of the transfer.

7. The Union shall be provided with a copy/notified of all postings.

8. The Employer shall make other transfers for good cause as may be necessary for the efficient operation of the district.

ARTICLE XX – PRINTING

1. Copies of this Agreement shall be made available on-line by the Employer.

2. The Employer shall furnish 700 copies to the Service Employees International Union Local 320 and 200 copies to the Service Employees International Union NCFO Chapter 77.

ARTICLE XXI – 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 null and void. The remaining articles, sections and clauses shall remain in full force and effect for the established duration, if not affected by the deleted article, section or clause.

XXII – 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 other 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 this Agreement without prior notification of and, to the extent practicable, participation by the Union.
2. Either the Employer or the Union desiring changes, additions, or deletions in this Agreement shall notify the other in writing after which a conference must be held within thirty (30) days.
3. The provisions contained within this Agreement shall be effective from X, 2022 through June 30, 2027 with the exception of Article 10, Compensation, which will be re-opened for negotiations for the 2023-2024 school year and each subsequent year unless bargained otherwise.
4. This Agreement is contained herein as made by and between the Employer and the Union as of {insert date of signing}.

PROVISION SPECIFIC ARTICLES
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 320

ARTICLE XXIII – HOURS AND OVERTIME

1. The work week shall be Saturday through Friday. Reporting to new work locations shall begin as of 12:01 a.m. on the Saturday immediately following a payday.
2. A thirty (30) minute non-compensated duty-free meal break shall be provided after four (4) hours worked for custodian and housekeeping utility employees. Such break shall be assigned by the appropriate supervisor.
3. A ten (10) minute paid rest break shall normally be provided to custodian and housekeeping utility employees for each consecutive four (4) hour period of service.
4. Custodian and housekeeping utility employees who report to work at the beginning of their regularly scheduled duty time when the Employer has not attempted to notify them not to report and who are subsequently relieved of duty for that day shall be paid for a minimum of two (2) hours.
5. Custodian and housekeeping utility employees who are required to perform work in excess of their regularly scheduled number of hours short of overtime shall be compensated for the extra hours at their scheduled straight-time hourly wage rate.

1 6. The opportunity for scheduled overtime for custodian and housekeeping utility employees shall
2 be equitably distributed in the affected job classification by work location using the following
3 factors for the assignment of such overtime in a non-discriminatory manner:
4

- 5 a) preference of the employee,
- 6 b) the employees who normally do the work to be done,
- 7 c) the attainment of the required skill levels by experienced employees which are needed for
8 the particular type of work to be performed, and
- 9 d) the maintenance of continuity and efficiency.

10
11 7. Authorized and approved work performed in excess of forty (40) hours credited to the custodian
12 and housekeeping utility employees per workweek shall be considered as overtime and shall be
13 compensated at the rate of one and one-half (1 ½) times the employee's scheduled straight-
14 time hourly wage rate.
15

16 8. Time worked for purposes of overtime compensation shall include approved paid leave days
17 including paid holidays but shall not include meal breaks, docked time, unpaid leave time, or
18 other approved unpaid absences from duty.
19

20 9. Overtime must be scheduled by the plant operator/Housekeeping Administrator and approved
21 by the Housekeeping Administrator.
22

23 10. Overtime compensation for each unscheduled call-out from home for custodian and
24 housekeeping utility employees shall be for a minimum of two (2) hours.
25

26 11. Employer-authorized and approved work performed in excess of forty (40) hours credited to a
27 designated employee per workweek for weekend and holiday building checks shall be
28 considered as overtime and shall be compensated at the rate of one and one-half (1 ½) times
29 that employee's scheduled straight-time hourly wage rate in accordance with the following
30 facility sizes:
31

32 1 Hour	99,999 or less square feet
33 1.5 Hours	100,000 or more square feet
34 2 Hours	250,000 or more square feet

35

36 ARTICLE XXIV – COMPENSATION 37

38 Employees under this Agreement shall receive a compensation percentage increase equal to the
39 percentage increase applied to the JCTA salary schedule, not to include any other compensation
40 modifications to any other bargaining agreements, for the 2022 – 2023 school year. Compensation will
41 be re-opened for negotiations for the 2023-2024 school year and each subsequent year unless
42 bargained otherwise. The Employer reserves the right to negotiate compensation only, for multiple
43 years beginning with the 2023-2024 school year.
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1 Section A Wages/Wage Rates
2

- 3 1. Paydays shall be on a biweekly basis normally every other Friday except when they fall on a
4 bank holiday in which case they shall be the preceding workday. New payroll periods begin
5 at 12:01 a.m. on the Saturday immediately following a payday.
6
7 2. The Union shall be entitled to submit and discuss with the Employer information, opinions,
8 and proposals on wage rates.
9
10 3. Direct deposit to one account will be mandatory for all employees.
11
12 4. Employees shall maintain a correct and current mailing address and telephone number with
13 the Employer.
14

15 Shift differential: second shift - \$.26 per hour Third - \$.38 per hour
16

17 Temporary reassignment:
18

19 A Housekeeping Administrator will determine when a temporary assignment is necessary to replace an
20 employee working in a higher classification, i.e. a custodian to fill in for a lead, a custodian or lead to fill
21 in for a plant operator. Such reassignments will be within the Housekeeping Administrator's sole
22 discretion and made with a goal of minimizing disruption. The Housekeeping Administrator will take into
23 consideration facility needs and efficiency of operations. Shift changes will be avoided whenever
24 possible.
25

26 When a temporary assignment is deemed necessary, plant operator trainees will have priority. If a plant
27 operator trainee is not assigned, the following may apply.
28

- 29 1. Under normal operations, in schools with a day custodian, the day custodian will be the primary
30 employee assigned to temporarily replace a plant operator.
31
32 2. When a Housekeeping Administrator moves all building staff to first shift with the same start
33 and end times as regular first shift employees, a lead custodian will be assigned to fill in for a
34 plant operator. That lead custodian will not be replaced by a custodian.
35
36 3. When a Housekeeping Administrator moves building staff to first shift but employees are on
37 different start and end times, the lead custodian will not replace the plant operator as it is the
38 lead custodian's responsibility to lock and secure the building. The determination of which
39 custodian will be assigned to temporarily replace the plant operator shall rotate by seniority.
40

41 When a custodian or lead custodian employee is scheduled to replace an employee in a higher
42 classification for other than training purposes, that employee shall be compensated at a flat rate of
43 \$2.00 per hour.
44

45 Section B Insurance and Retirement
46

- 47 1. Health insurance provided by the Commonwealth of Kentucky.

- 1 2. \$20,000 term life insurance – when full premium paid by the state.
- 2
- 3 3. Term life insurance equal to one (1) times annualized earnings with \$10,000 minimum and
- 4 \$50,000 maximum computed from appropriate placement on the Wage Rate Schedules – full
- 5 premium paid by the Employer.
- 6
- 7 4. Workers compensation – full premium paid by Employer. (See medical leave.)
- 8
- 9 5. Long-term disability insurance – full premium paid by Employer.
- 10
- 11 6. Unemployment compensation – full premium paid by Employer.
- 12
- 13 7. Liability insurance – full premium paid by Employer.
- 14
- 15 8. Voluntary Employee Group Insurance Program – full premium paid by employee through payroll
- 16 deductions (any or all coverages).
- 17
- 18 9. Social Security (FICA) – Employer share.
- 19
- 20 10. County Employees Retirement System (CERS) – Employer share.

21 Section C TB Tests and Medical Examinations

22
23
24 The Employer shall pay the cost of required TB tests and medical examinations when they are obtained
25 through the services designated by the Employer.

26 Section D Payroll Deductions

- 27 1. Charitable campaigns approved by the Employer
- 28
- 29 2. Approved Tax-deferred Annuities
- 30
- 31 3. Credit Union
- 32
- 33 4. SEIU Committee on Political Education (COPE) with same standard deduction for all contributors
- 34
- 35
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37 Section E Early Retirement Benefit

38 Upon retirement from Jefferson County Public Schools, an employee shall receive thirty (30) percent of
39 the employee's unused accumulated sick leave as a cash payment (less appropriate deductions) up to a
40 maximum equal to the employee's accumulated sick leave on the thirtieth (30th) year of credited service
41 in the employee's retirement system. The case payment shall be calculated by using the employee's last
42 year of service daily rate.

43 Should an employee's balance of unused sick leave fall below the number reached at the thirtieth (30th)
44 year of service, it is understood that the employee can continue to accrue sick leave and will be paid up
45 to a maximum of that reached in the thirtieth (30th) year.

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

4 Section F Salary Schedule

5
6 Salary schedules are accessible on the JCPS website via the following:

7
8 [https://www.jefferson.kyschools.us/sites/default/files/Salary%20Schedule%20Job%20Family%201B%20](https://www.jefferson.kyschools.us/sites/default/files/Salary%20Schedule%20Job%20Family%201B%20SEIU%20Custodians.pdf)
9 [SEIU%20Custodians.pdf](https://www.jefferson.kyschools.us/sites/default/files/Salary%20Schedule%20Job%20Family%201B%20SEIU%20Custodians.pdf)

10 PROVISION SPECIFIC ARTICLES
11 SERVICE EMPLOYEES INTERNATIONAL
12 PLANT OPERATORS (HOURLY)
13 NCFO CHAPTER 77

14
15 ARTICLE XXIII – HOURS AND OVERTIME

- 16
17 1. The work week shall be Saturday through Friday. Reporting to new work locations shall
18 begin as of 12:01 a.m. on the Saturday immediately following a payday.
19
20 2. A thirty (30) minute non-compensated duty-free meal break shall be provided after four
21 (4) hours worked for plant operators. Such break shall be assigned by the appropriate
22 supervisor.
23
24 3. A ten (10) minute paid rest break shall normally be provided to plant operators for each
25 consecutive four (4) hour period of service. Employees shall not leave their assigned
26 location during any ten (10) minute break. Employees shall not combine their thirty (30)
27 minute non-compensated duty-free meal break with the ten (10) minute paid rest
28 breaks.
29
30 4. Overtime compensation for each unscheduled call out from home for plant operators
31 shall be for a minimum of two (2) hours.
32
33 5. Employer-authorized and approved work performed in excess of forty (40) hours credited
34 to a designated employee per workweek for weekend and holiday building checks shall
35 be considered as overtime and shall be compensated at the rate of one and one-half
36 (1½) times that employee’s scheduled straight time hourly wage rate, in accordance with
37 the following facility sizes:
38
39 1 Hour 99,999 or less square feet
40 1.5 Hours 100,000 or more square feet
41 2 Hours 250,000 or more square feet
42
43 6. In the event of a delayed or alternative schedule by one (1) or more hours, employees will have
44 the option of operation on normal schedule or on a delay of one (1) hour less.
45
46
47

ARTICLE XXIV – COMPENSATION

Employees under this Agreement shall receive a 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 2022-2023 school year. Compensation will be re-opened for negotiations for the 2023-2024 school year and each subsequent year unless bargained otherwise. The Employer reserves the right to negotiate compensation only, for multiple years beginning with the 2023-2024 school year.

Section A Wages/Wage Rates

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. New payroll periods begin at 12:01 a.m. on the Saturday immediately following a payday.
2. The Union shall be entitled to submit and discuss with the Employer information, opinions, and proposals on wage rates.
3. Direct deposit to one account will be mandatory for all employees.
4. Employees shall maintain a correct and current mailing address and telephone number with the Employer.
5. Employees holding degrees from accredited colleges/universities when the degree is not part of the minimum job requirements shall receive a yearly payment after submitting an official transcript/certificate to the district. The employee must be in active status in July of each year to receive this payment.
 - Associate Degree \$50.00
 - Bachelor’s Degree \$100.00
 - Master’s Degree \$150.00

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

Section B Insurance and Retirement

1. Health insurance provided by the Commonwealth of Kentucky.
2. \$20,000 term life insurance – when full premium paid by state.
3. Term life insurance equal to one (1) times annualized earnings with \$10,000 minimum and \$50,000 maximum computed from appropriate placement on the Wage Rate Schedules – full premium paid by Employer.

- 1 4. Workers compensation – full premium paid by Employer. (See medical leave.)
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- 3 5. Long-term disability insurance – full premium paid by Employer.
- 4
- 5 6. Unemployment compensation – full premium paid by Employer.
- 6
- 7 7. Liability insurance – full premium paid by Employer.
- 8
- 9 8. Voluntary Employee Group Insurance Program – full premium paid by employee through
- 10 payroll deductions (any or all coverages).
- 11
- 12 9. Social Security (FICA) – Employer share.
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- 14 10. County Employees Retirement System (CERS) – Employer share.
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19 through the services designated by the Employer.

20
21 Section D Payroll Deductions

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- 23 1. Charitable campaigns approved by the Employer
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- 25 2. Approved Tax-deferred Annuities
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- 30 contributors.
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34 Upon retirement from Jefferson County Public Schools, an employee shall receive thirty (30) percent of
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36 maximum equal to the employee's accumulated sick leave on the thirtieth (30th) year of credited
37 service in the employee's retirement system. The cash payment shall be calculated by using the
38 employee's last year of service daily rate.

39
40 Should an employee's balance of unused sick leave fall below the number reached at the thirtieth (30th)
41 year of service, it is understood that the employee can continue to accrue sick leave and will be paid up
42 to a maximum of that reached in the thirtieth (30th) year.

43
44 This benefit is available only to employees who give appropriate notice and retire from active
45 service with the Employer. Any employee whose employment ends due to resignation,
46 termination for cause, or any other reason besides retirement shall not receive this benefit.

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Section F Salary Schedule

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

<https://www.jefferson.kyschools.us/sites/default/files/Salary%20Schedule%20Job%20Family%201B%20SEIU%20Custodians.pdf>

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Executive Director HR – Employment Affairs

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Chief Financial Officer

