

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

The parties to this agreement are the Teamsters Local 783 and the Jefferson County Board of Education (JCBE). The JCBE and Teamsters negotiation teams hereby tentatively agree, subject to JCBE approval and ratification by the Teamsters membership, to the following:

1. Collective Bargaining Agreement (CBA) language changes in Article 3. See attached article with changes noted.
2. District Operations Center employees (operator radio – security) will be recognized as members of Teamsters Local 783, with specific language listed in Appendix B. See attached appendix.
3. District Operations Center employees (operator radio – security) will be placed on the 1B Salary Schedule in accordance with district salary placement rules. The effective date of salary change is the next pay period following JCBE approval.

Corrie Shull
Chairperson, JCBE

Date

Dr. Martin Pollio
Superintendent, JCPS

Date

Dr. Stephanie White
Director, Labor Management & Employee Relations, JCPS

Date

Justin Scharrer
President, Teamsters Local 783

Date

Article 3 – RECOGNITION

The Employer recognizes the Union as official representative of regular, full-time (excluding initial probationary, part-time, temporary, seasonal and substitute) bus driver, mechanic, service maintenance, in-school security monitor, information technology, special needs transportation assistant, and operator radio (security) employees in Job Family I B.

Supervisors and any other person not covered in this Agreement shall not, as a scheduled or regular practice, perform the work of Members, unless Members are not available or have waived their opportunity to work. The employer shall make every reasonable effort, including the offering of overtime and/or calling in off duty employees, to have Members do the work needed.

Teamsters Appendix B — District Operations Center

Section A

The provisions included in this article will take precedence over any other provisions found in this Agreement addressing the same or similar issues related to operator radio (security) employees in the District Operations Center.

Section B

The District Operations Center operates twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year. Days are defined as days of the week, including Saturday and Sunday. Shifts shall be defined as first shift (6:00am to 2:00pm), second shift (2:00pm to 10:00pm), and third shift (10:00pm — 6:00am).

Section C

1. The Employer will set the shifts and schedule for District Operations Employees. By July 1 of each fiscal year, the Employer will post all available shifts for employees to select according to criteria below.
 - a. Preference of the employee by length of service within classification;
 - b. Have successfully completed required training and experience specific to the assignment;
 - c. Have attained and maintained the required license and skill levels needed for the particular type of work to be performed;
 - d. Have demonstrated the required overall capabilities and work habits;
 - e. And meet the requirements of affirmative action.
2. Outside of an emergency, the Employer will provide employees with a thirty (30) day calendar notice of change to shifts or work schedules.
3. The Employer will make every effort to ensure the schedule includes at least two (2) consecutive days off each week.

Section D

To receive paid sick leave, employees shall communicate with their administrative unit director/designee no later than two (2) hours before the beginning of their shift. Extenuating circumstances will be reviewed on a case-by-case basis.

Section E

1. Voluntary overtime shall be offered to fill overtime needs. Insofar as practicable, overtime opportunities will be divided equally among employees, beginning with the employee with the most seniority, provided the employee has the required skill level for the work in which the overtime is offered. In the event the overtime needs are satisfied without utilizing all qualified employees in the unit at one time, the next overtime offered in this unit will be to the next most senior qualified employee and shall continue down the seniority list until all qualified employees have an opportunity to work overtime. When all qualified employees have been offered overtime, the rotation will begin again with the most senior qualified employee within the unit.
2. There shall be no off day forcing for overtime needs.

3. The Employer will make every effort not to force an employee to work before or after their scheduled shift for daily operations or staffing shortages. Provided, however, if a state of emergency is declared by the President of the United States, Governor of Kentucky, or the Louisville Metro Government Mayor, forced overtime shall be worked.
4. Should extenuating circumstances arise, causing a gap in coverage between shifts, the supervisor will consider all flexible options to meet the needs of the District Operations Center.
5. The Employer will pay employees who work on holidays overtime pay, pursuant to holidays defined for 260-day employees. Employees who work on these holidays will have the option to work remotely provided they have internet access and use District issued secure equipment.

Section F

The Employer will pay for employee required certifications and/or recertifications in the performance of their respective jobs. The Employer will ensure access to the proper amount of continuing education training to maintain job specific certification as a continuation of their required duties and employment.

Section G

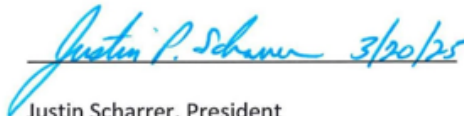
The employees of the District Operations Center will be placed on Salary Schedule 1B according to District Salary Placement rules.



Stephanie White, Ph.D.
Director Labor Management Employee Relations
Chief Negotiator



Cynthia Grohmann
Chief Human Resources
Negotiator



Justin Scharrer, President
Teamsters Local Union 783
Chief Negotiator