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Title: **Jefferson County Public Schools District and Jefferson County Association of Educational Support Personnel, Council 62, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (2002)**

K#: **830717**

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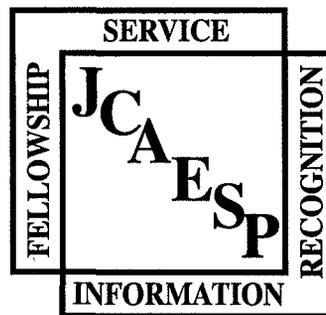
K: 830717

2500 workers

JEFFERSON COUNTY PUBLIC SCHOOLS

# **THE 2002-04 AGREEMENT**

**between the  
Jefferson County  
Board of Education  
and the  
Jefferson County  
Association of Educational  
Support Personnel**



**Affiliated with AFSCME Council 62**

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ARTICLE I - DEFINITIONS

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As used in this Agreement the following definitions apply:

1. Employer means the Jefferson County Public Schools District, an independent agency and instrumentality of the Commonwealth of Kentucky.
2. Association means the Jefferson County Association of Educational Support Personnel, affiliated with the American Federation of State, County and Municipal Employees (AFSCME) Council 62.
3. Employee means any person included in the representation unit (as defined by Article III, Recognition).
4. Members or Membership means only those employees in the representation unit belonging to the Association.
5. Superintendent/designee means the Superintendent of Schools of Jefferson County, Kentucky or an administrator or supervisor authorized to act on behalf of the Superintendent in the administration of this Agreement.
6. Days means days of the week, excluding Saturday, Sunday, and holidays.
7. Length of service means amount of time in active pay status while assigned to a job classification(s) as an initial probationary or permanent employee, whichever is applicable, from first compensable day following last break in service computed in years; ties to be broken by

1 seniority.

2  
3 8. Seniority means the total amount of continuous  
4 time from the first compensable day as an initial  
5 probationary or permanent employee following  
6 last break in service including all approved paid  
7 and unpaid leave; ties to be broken by the largest  
8 sum of the final four (4) digits of the employee's  
9 Social Security number.

10  
11 9. Vacancy means a permanent full-time position in  
12 the administrative organization approved by the  
13 Board, funded in the budget, and released for  
14 staffing which does not have a regular full-time  
15 employee of record assigned to it.

16  
17 10. Red lined means salary will be held at the current  
18 level adjusted upward only at the rate of one-half  
19 of any cost-of-living raise that might be granted  
20 until the schedule matches the employee's  
21 salary.

22  
23  
24 ARTICLE II - EMPLOYER RIGHTS

25  
26 Except as limited by the provisions of this Agreement,  
27 law, regulations and code, the Employer does hereby  
28 have and retain, solely and exclusively all managerial  
29 rights and responsibilities which shall include, but not  
30 be limited to, the right to determine policies, rules,  
31 regulations and procedures of the Employer; to  
32 establish, amend or modify an overall budget; to  
33 establish, change, combine or abolish job  
34 classifications or the job content of any classification; to  
35 discipline employees; to relieve employees from duty  
36 for lack of work or other legitimate reasons or lessen  
37 their duty; to hire and promote employees; to determine  
38 the starting and quitting time and the number of hours  
39 and shifts to be worked; to expand, reduce, alter,

1 combine, or cease any job operation or service; to  
2 control and regulate the use of machinery, equipment  
3 and other property of the Employer, to introduce new  
4 and improved research, development and services,  
5 and technology; to determine the number and types of  
6 employment required and to assign work to such  
7 employees in accordance with the operational needs  
8 of the school district; and direct the work force.  
9

10  
11 ARTICLE III - RECOGNITION

12  
13 The Association is recognized as official representative  
14 of regular, full-time (excluding initial probationary,  
15 part-time, temporary, and seasonal and substitute)  
16 clerk, secretary, bookkeeper, paraprofessional, and  
17 technical employees in Job Family IA, except for those  
18 holding positions designated by the Superintendent as  
19 confidential/essential.  
20

21  
22 ARTICLE IV - ASSOCIATION RIGHTS

23  
24 1. Dues deduction When requested by the  
25 Association, a plan shall be developed by which  
26 membership dues of those eligible for  
27 representation in the Association, the Kentucky  
28 Association of Educational Office Professionals,  
29 and the National Association of Educational  
30 Office Professionals may be payroll deducted and  
31 remitted to the Association. Membership dues for  
32 the Association will be deducted from each  
33 employee's paycheck monthly in eight (8) equal  
34 payments, from October through May, except for  
35 those who notify the Employer expressly and  
36 individually in writing within thirty (30) days after  
37 eligibility for representation or during the first sixty  
38 (60) days following the effective date of this  
39 Agreement that such dues are not to be

1 deducted.

2  
3 The Association is obligated to represent all  
4 employees in the representation unit but the  
5 Association shall have the right to charge a  
6 predetermined fee to an employee who is not a  
7 member of the Association and who seeks  
8 Association assistance when specific services  
9 are rendered to that employee. Such  
10 fees-for-service shall comply with applicable state  
11 and federal statutes, regulations and court orders  
12 and shall be from a predetermined  
13 fees-for-service schedule. The employer shall  
14 neither collect nor deduct from wages any such  
15 fees-for-service.

16  
17 The Association shall save the Employer  
18 harmless against any claims, legal or otherwise,  
19 which may arise therefrom. The Association  
20 retains the right to defend such claims.

- 21  
22 2. Courier Service The Association shall have the  
23 right to use the district courier service to  
24 communicate with employees covered by this  
25 Agreement only as permitted by U.S. Postal  
26 regulations or the district's Supply Services  
27 Administrator. Communications approved for  
28 distribution through the courier service shall be  
29 considered school district property, and shall be  
30 specifically addressed to an individual and shall  
31 not include items of a personal nature. The  
32 Association shall save the Employer harmless  
33 against claims, legal or otherwise, which relate to  
34 the use of the courier service. Two (2) copies of  
35 material(s) sent through the courier service,  
36 distributed on the Employer's property, or posted  
37 shall be provided in advance to the  
38 Superintendent/designee, one (1) copy shall be  
39 provided in advance to each chief building

1 administrator where the material is distributed.

- 2  
3 3. Bulletin Board The Association shall have the  
4 right to post notices of its activities and matters of  
5 concern to employees represented by the  
6 Association in a conspicuous place designated  
7 by the chief building administrator at each work  
8 location. A copy of any posted material shall be  
9 provided to the Superintendent/designee and the  
10 chief building administrator before it is posted.

- 11  
12 4. Political Material Material endorsing or opposing  
13 a political position or candidate for public office,  
14 material encouraging employees to violate any  
15 law, regulation, policy, or administrative rule, or  
16 material which has as its effect the interfering with  
17 employees' rights under law shall not be posted,  
18 distributed through the courier service or  
19 distributed in any manner on the Employer's  
20 property by the Association or for its benefit.

- 21  
22 5. Commercial Advertising and Solicitation Material  
23 containing advertising or solicitation of  
24 commercial materials, products or services  
25 (including anything for sale by an employee for  
26 the employee's financial gain which is a product  
27 of their own talent or skill as well as the product of  
28 an on-going commercial interest) shall not be  
29 posted, distributed through the courier service or  
30 distributed in any manner on the Employer's  
31 property by the Association or for its benefit.

- 32  
33 6. Meeting Space The Association may use  
34 facilities designated by the Employer for meetings  
35 before or after the employees' normal work hours  
36 for which the Association shall pay the  
37 Employer's regular fees for special custodial  
38 services or damage and for which the Association  
39 shall save the Employer harmless against any

1 claims, legal or otherwise, which may arise  
2 therefrom.

3  
4 7. Association Business The Association president  
5 and/or one (1) designee and one (1) employee at  
6 each work location designated by the president  
7 shall have the right exclusively to transact  
8 Association business at work locations to which  
9 the employees are regularly assigned at such  
10 times before and after employee duty hours and  
11 during scheduled meal and rest breaks as will not  
12 interfere with or disrupt operations provided the  
13 Association president/- designee has previously  
14 registered with the chief building administrator  
15 and immediate supervisor where applicable. The  
16 Association shall provide the  
17 Superintendent/designee with a list of the names  
18 and work locations of all persons authorized to  
19 transact Association business at work locations.  
20 The designee shall be either a Board of Directors  
21 member or the one (1) designated "staff  
22 representative".

23  
24 8. Association Leave The Association shall be  
25 entitled to designate individual employees to be  
26 granted unpaid leave in an aggregate amount not  
27 exceeding thirty (30) days per year to be taken in  
28 full days for the conduct of necessary Association  
29 business, such designation to be made in writing  
30 to the Superintendent/designee normally at least  
31 ten (10) days in advance of the leave usage. The  
32 Association shall reimburse the Employer for the  
33 salaries of the employees on Association leave.

34  
35 9. Employer-Association Relations Meetings The  
36 Superintendent/designee(s) shall meet monthly  
37 with not more than five (5) representatives of the  
38 Association to discuss administration of this  
39 Agreement and other matters of mutual concern.

1 10. Change Meetings When the Employer  
2 contemplates any change(s) in wage rates,  
3 hours, compensable benefits, or procedures  
4 specifically included in this Agreement which  
5 have a substantial general economic impact  
6 upon the employees the Association shall be  
7 notified in advance of and, to the extent  
8 practicable, participate in discussion prior to such  
9 change(s).

10  
11 11. Board Agenda The Superintendent/designee  
12 shall provide the Association a copy of the official  
13 agenda in advance of regular Board meetings  
14 except for those items privileged by law.

15  
16 12. Technology Changes The Employer shall make  
17 every reasonable effort to inform the Association  
18 in advance of the introduction of automation or  
19 equipment which will likely result in, (a)  
20 substantial reduction or displacement of the total  
21 number of employees, (b) substantial change in  
22 the job to which employees are assigned, or (c)  
23 change salary classification of the jobs.

24  
25 13. Information Exchange The Employer and the  
26 Association shall make available to each other  
27 upon written specific requests any statistics and  
28 reports routinely compiled which are not  
29 confidential and which are relevant to this  
30 Agreement or necessary for its proper  
31 administration.

32  
33 14. The Association shall be entitled to nominate  
34 members to serve on committees recommending  
35 fringe benefit pool selections and voluntary group  
36 insurance coverages.

37  
38 15. The Association shall be entitled to request  
39 professional leave in order that members who are

1 state and/or national officers may attend state and  
2 national conferences. The Association will  
3 reimburse the district for expenses other than  
4 salary upon request. The Association shall be  
5 entitled to request professional leave in order that  
6 members may attend state, national and local  
7 conferences.  
8

9 16. Modified job descriptions will be provided to the  
10 employees by the supervisor within thirty (30)  
11 days of the date of change or within thirty (30)  
12 days of return to duty.

13  
14 17. The Association building representative shall  
15 upon request be given time prior to or after each  
16 faculty and/or staff meeting for brief  
17 announcements. The building communication  
18 system shall be made available according to the  
19 established procedures of the facility for use by  
20 an Association building representative to make  
21 brief announcements concerning meetings. The  
22 Association shall be provided upon request  
23 building rosters showing the names, home  
24 addresses, and assignments of all employees.  
25

26 18. Employee Information Data The Employer shall  
27 provide the Association on a monthly basis the  
28 following information by means of computer disk:  
29

- 30 1. Employee's name (last, first)
- 31 2. Dues deduction status
- 32 3. Employee's social security number
- 33 4. Employee's mailing address (including zip  
34 code)

- 1 5. Employee's work location (where the checks  
2 are received)
- 3 6. Employee's seniority date
- 4 7. Current valid certificates
- 5 8. Race/sex code
- 6 9. Salary schedule placement (grade, step,  
7 hourly wage, yearly salary, days worked)
- 8 10. Employee's phone number
- 9

10 All copies of waivers of rejection of Association  
11 membership will be provided to the Association.  
12

13 19. The Association shall be allowed to address  
14 newly hired employees at the conclusion of  
15 orientation meetings advising them of their  
16 association rights and benefits and to solicit their  
17 membership in the Association under the terms  
18 of the Agreement. All contacts will be restricted  
19 to non-duty time.  
20

## 21 ARTICLE V - EMPLOYEE RIGHTS

- 22 1. The contents of this Agreement shall be applied  
23 to all employees eligible for representation by the  
24 Association without regard to race, creed, color,  
25 sex, age, disability, veteran status, national origin,  
26 marital status, or terms and conditions of  
27 membership in the Association.  
28
- 29 2. No rights of employees under the law shall be  
30 abridged by the Employer or the Association.  
31
- 32 3. No employee shall be appointed, promoted,  
33 demoted, dismissed or in any way favored or  
34 discriminated against with respect to employment  
35 because of political or religious opinions or  
36 affiliations, ethnic origin, race, creed, color, sex,  
37 age, disability, veteran status, national origin,  
38  
39

1 marital status or terms and conditions of  
2 membership in the Association.  
3

- 4 4. No adverse action of any kind shall be taken by  
5 the Employer or any of its agents against any  
6 employee for reason of participation in  
7 Association business/activities including, but not  
8 limited to participation in negotiations, the  
9 administration of the Agreement, the performance  
10 of duties or the exercise of the rights of  
11 citizenship. No adverse action of any kind shall  
12 be taken by the Association or any of its members  
13 or agents against the Employer, the  
14 Superintendent or other administrators for reason  
15 of participation in negotiations, the administration  
16 of this Agreement, the performance of duties, or  
17 the exercise of the rights of citizenship.  
18
- 19 5. Neither the Association/designee or the  
20 employee/designee nor the Employer shall  
21 tape-record or intentionally eavesdrop on a  
22 meeting without the prior knowledge of the other.  
23
- 24 6. The private life of an employee is not within the  
25 appropriate concern or attention of the Employer  
26 except when it adversely affects fulfillment of the  
27 employee's professional responsibility.  
28
- 29 7. An employee shall be afforded an opportunity to  
30 have a representative of the Association present  
31 in any conference which may lead to disciplinary  
32 action.  
33

#### 34 ARTICLE VI - HOURS AND OVERTIME 35 36

- 37 1. A non-compensated duty-free meal break of at  
38 least twenty (20) minutes shall be provided for  
39 employees assigned to work locations with

1 lunchrooms. A non-compensated duty-free meal  
2 break of at least forty-five (45) minutes shall be  
3 provided for employees assigned to work  
4 locations without lunchrooms. Such break shall  
5 be assigned by the appropriate supervisor.  
6

- 7 2. A ten (10) minute paid rest break shall normally  
8 be provided to employees for each consecutive  
9 four (4) hour period of service.  
10
- 11 3. Employees who report to work at the beginning of  
12 their regularly scheduled duty time when the  
13 Employer has not attempted to notify them not to  
14 report and who are subsequently relieved of duty  
15 for that day shall be paid for a minimum of two (2)  
16 hours.  
17
- 18 4. Employees required to perform work in excess of  
19 their regularly scheduled number of hours short  
20 of overtime shall be compensated for the extra  
21 hours at their scheduled straight-time hourly  
22 wage rate including incentive increments and  
23 shift differentials.  
24
- 25 5. Authorized and approved work performed in  
26 excess of forty (40) hours credited to the  
27 employees per workweek shall be considered as  
28 overtime and shall be compensated at the rate of  
29 one and one half (1 1/2) times the employee's  
30 scheduled straight-time hourly wage rate  
31 including incentive increments and shift  
32 differentials.  
33
- 34 6. Time worked for purposes of overtime  
35 compensation shall include approved paid leave  
36 days including paid holidays.  
37
- 38 7. Time worked for purposes of overtime  
39 compensation shall not include meal breaks,

1 docked time, unpaid leave time, or other  
2 approved unpaid absences from duty.

- 3  
4 8. Overtime must be scheduled and approved by  
5 the principal or appropriate administrative unit  
6 director.  
7

8  
9 ARTICLE VII - WORKING CONDITIONS

- 10  
11 1. Parking facilities shall be provided for the  
12 employees.  
13  
14 2. Employees who are required to use their  
15 personal automobile in transportation from their  
16 regularly assigned work location to another  
17 location in the performance of their duties shall  
18 be paid mileage at the regular rates and  
19 according to the rules established by the  
20 Employer.  
21  
22 3. Work schedules, including beginning and ending  
23 of the workday and scheduled normal meal and  
24 rest breaks as assigned by the principal or  
25 appropriate administrative unit director, shall be  
26 posted or provided to the employees. An effort  
27 will be made to equitably redistribute the  
28 workload when absences occur.  
29  
30 4. Employees or representatives shall be entitled to  
31 provide advice and make recommendations with  
32 regard to equipment and furniture of which the  
33 employees are the primary users.  
34  
35 5. Both Parties endorse the shared decision-making  
36 process and agree that employees shall be  
37 involved in decisions which affect their working  
38 conditions at their regularly assigned work  
39 location.

1 ARTICLE VIII - SAFETY

- 2  
3 1. The Employer shall be responsible for providing  
4 and maintaining a safe place of employment.  
5  
6 2. Each employee shall cooperate and encourage  
7 others to work in a safe manner and to comply  
8 with all applicable local, state and federal  
9 policies, rules, regulations and orders.  
10  
11 3. Employees shall be responsible for reporting  
12 observed unsafe or hazardous practices or  
13 conditions to the immediate supervisor or  
14 appropriate administrator who shall contact duly  
15 qualified personnel who will make a timely  
16 inspection and take steps to remedy the  
17 condition.  
18  
19 4. The Employer shall investigate reports by  
20 employees of unsafe or hazardous practices or  
21 conditions made on the appropriate safety form  
22 and shall provide a written response to such  
23 reports.  
24  
25 5. Employees shall not be required to work under  
26 conditions determined by qualified administrative  
27 personnel to be detrimental to their health, safety  
28 and well-being.  
29  
30 6. Employees shall use and maintain the safety  
31 equipment and protective devices furnished or  
32 required by the Employer necessary to meet  
33 recognized safety standards.  
34  
35 7. Employees, individually and through the  
36 Association, shall be entitled to present advice  
37 and make recommendations to the Employer with  
38 respect to improving safety awareness and  
39 practices associated with their work assignments.

1 8. The Employer/designee will meet upon request  
2 with employees required to carry monies on their  
3 person off JCPS property to address the safety  
4 concerns of the employee. The employee may  
5 request to have an Association representative at  
6 this meeting. The Employer will provide a  
7 reserved parking space when it is determined by  
8 the immediate supervisor to be appropriate.  
9

10  
11 ARTICLE IX - EXTRA EMPLOYMENT  
12

- 13 1. Employees who request it on the appropriate  
14 form within the established timelines shall be  
15 given consideration for work as temporary  
16 employees in seasonal and voluntary  
17 assignments which occur beyond their regularly  
18 scheduled work year/workday and which are  
19 directly and similarly related to their regular jobs  
20 and for which the Employer deems them best  
21 qualified. Employees who are chosen for such  
22 assignments shall be selected after laid-off  
23 personnel have been first considered and before  
24 applicants who are not currently employed by the  
25 Employer are considered.  
26  
27 2. Those chosen as temporary employees for extra  
28 employment assignments shall be paid from the  
29 salary schedule currently in effect for temporary  
30 employees as of the time the services are  
31 rendered.  
32  
33 3. Employees in this representation unit working as  
34 temporary employees shall be covered by Article  
35 I, II, III, V, VII, VIII, XII, XV, and XXI exclusively.  
36  
37  
38  
39

1 ARTICLE X - COMPENSATION  
2

3 Section A Wages/Wage Rates  
4

- 5 1. Paydays shall be on a biweekly basis normally  
6 every other Friday following courier service  
7 delivery except when they fall on a paid holiday, in  
8 which case they shall be the preceding workday.  
9  
10 2. The Association shall be entitled to submit and  
11 discuss with the Employer information, opinions,  
12 and proposals on wage rates which shall not be  
13 reduced except as a result of balancing the  
14 budget.  
15  
16 3. Employees holding degrees from accredited  
17 colleges/universities when the degree is not part of  
18 the minimum job requirements and employees  
19 holding a Professional Standards Program  
20 Certificate awarded by the National Association of  
21 Educational Office Professionals shall receive  
22 payment to be made in July of each year  
23 according to the following schedule. The  
24 employee must submit an official  
25 transcript/certificate to the Personnel Department  
26 prior to the annual payment to be eligible. The  
27 employee must be in active status in July and have  
28 worked at least 140 days during the year.  
29

30	PSP Certificate	\$100.00
31	Associate's Degree	\$ 50.00
32	Bachelor's Degree	\$100.00
33	Master's Degree	\$150.00

SALARY SCHEDULE IA 2002-03												
Salary Grade	0	1	2	3	4	5	6	7	8	9	10	11
16	18.35	19.34	20.37	21.37	22.31	23.41	24.62	25.70	26.71	27.90	28.33	28.78
15	17.49	18.43	19.43	20.37	21.25	22.33	23.45	24.50	25.48	26.61	27.03	27.46
14	16.64	17.53	18.48	19.35	20.22	21.20	22.29	23.31	24.22	25.28	25.68	26.09
13	15.76	16.58	17.47	18.30	19.13	20.06	21.10	22.02	22.90	23.92	24.29	24.68
12	14.86	15.66	16.48	17.28	18.06	18.96	19.91	20.82	21.63	22.58	22.93	23.30
11	14.00	14.77	15.53	16.30	16.99	17.83	18.75	19.59	20.35	21.25	21.58	21.93
10	13.15	13.86	14.59	15.32	15.97	16.78	17.64	18.40	19.13	19.97	20.28	20.60
9	12.24	12.91	13.57	14.25	14.88	15.60	16.40	17.13	17.79	18.61	18.89	19.19
8	11.38	12.02	12.65	13.25	13.84	14.50	15.26	15.94	16.55	17.30	17.59	17.87
7	10.48	11.08	11.64	12.21	12.73	13.38	14.06	14.68	15.26	15.94	16.18	16.44
6	9.64	10.17	10.72	11.24	11.72	12.28	12.95	13.50	14.03	14.66	14.89	15.13
5	9.20	9.68	10.21	10.71	11.18	11.72	12.31	12.89	13.38	13.98	14.20	14.42
4	8.75	9.22	9.71	10.19	10.64	11.16	11.72	12.25	12.73	13.31	13.50	13.72
3	8.34	8.79	9.26	9.69	10.14	10.64	11.18	11.67	12.15	12.68	12.89	13.09
2	7.87	8.31	8.74	9.16	9.56	10.04	10.56	11.02	11.45	11.98	12.15	12.34
1	7.47	7.87	8.31	8.69	9.08	9.52	10.03	10.45	10.86	11.36	11.54	11.73

1 Effective July 1, 2002, 1 step (1.6% increments) will be  
 2 added to the salary schedule for classified non-  
 3 managerial/non-administrative employees in Job  
 4 Family IA. All salary grades and steps will increase by  
 5 4.0%.

6  
 7 Effective July 1, 2003, 1 step (1.6% increments) will be  
 8 added to the salary schedule for classified non-  
 9 managerial/non-administrative employees in Job  
 10 Family IA. All salary grades and steps will increase by  
 11 3.0%.

12  
 13 If the total percentages increase in the SEEK base for  
 14 2002-03 and 2003-04 equals 5% or less, the 2003-04  
 15 salary increase will equal 3%. If the total of the  
 16 percentages increase in the SEEK base for 2002-03  
 17 and 2003-04 equals 7% or greater, the 2003-04 salary  
 18 increase will equal 5%. If the total of the percentages  
 19 increase in the SEEK base for 2002-03 and 2003-04 is  
 20 more than 5% and less than 7%, the 3% minimum  
 21 salary for 2003-04 will be adjusted upward one-tenth of  
 22 one percent for every tenth of one percent of the 2002-  
 23 03 and 2003-04 SEEK base percentages total  
 24 exceeding 5% with a maximum of 7%.

25  
 26 Step increases will be applied as follows provided,  
 27 effective July 1, 1992, the employee has received a  
 28 satisfactory annual summative job performance  
 29 evaluation. Effective July 1, 1987, costs for step  
 30 increases will be provided as follows: 0 thru 5 - One (1)  
 31 step for those accumulating at least 1 year credited  
 32 successful experience<sup>1</sup> with the school system since  
 33 July 1, 1985; 6 thru 9 - One (1) step for those  
 34 accumulating at least 2 years credited successful  
 35 experience<sup>2</sup> with the school system since July 1, 1985;

<sup>1</sup> Credited successful experience means a minimum of 140 days of employment (180 days for 260 day employees).

<sup>2</sup> Credited successful experience means a minimum of 140 days of employment (180 days for 260 day employees).

1 10 and above – One (1) step for those accumulating at  
2 least 1 year credited successful experience with the  
3 school system since July 1, 1985. This step/  
4 experience schedule will be in effect thereafter until  
5 changed.

6  
7 Career incentive increments for credited experience as  
8 recognized by the Jefferson County Public Schools:

9  
10 2002-04  
11 per hour

- 12  
13 1. After 15 years \$.20  
14 2. After 20 years \$.31  
15 3. After 25 years \$.43

16  
17 Shift Differentials: Second \$.26  
18 Third \$.38

19  
20 Section B Insurance and Retirement

- 21  
22 1. Health and hospitalization insurance on single  
23 premium basis or same premium dollar amount  
24 for Health Maintenance Organization - when full  
25 premium paid by State  
26  
27 2. \$20,000 term life insurance - when full premium  
28 paid by State  
29  
30 3. Term life insurance equal to one (1) times  
31 annualized earnings with \$10,000 minimum  
32 computed from appropriate placement on the Job  
33 Family IA Salary Schedule - full premium paid by  
34 Employer  
35  
36 4. Workers compensation - full premium paid by  
37 Employer  
38  
39 5. Long-term disability insurance - full premium paid

1 by Employer

- 2  
3 6. Unemployment compensation - full premium paid  
4 by Employer  
5  
6 7. Liability insurance - full premium paid by  
7 Employer  
8  
9 8. Voluntary Employee Group Insurance Program -  
10 full premium paid by employee through payroll  
11 deduction (for approved coverages  
12 recommended by Insurance Advisory Committee)  
13  
14 9. Social Security - Employer Share  
15  
16 10. County Employees Retirement System (CERS) -  
17 Employer Share

18  
19 Section C TB Tests

20  
21 Required TB tests shall be provided without cost to the  
22 employee when they are obtained through the services  
23 designated by the Employer.  
24

25 Section D Payroll Deductions

- 26  
27 1. U.S. Savings Bonds  
28  
29 2. Charitable campaigns approved by the Employer  
30  
31 3. Approval Tax-Deferred Annuities  
32  
33 4. Credit Union  
34

35 Section E Fringe Benefit Pool Contribution

36  
37 An amount of money equal to 3.5% of annualized  
38 regular straight time wages plus career incentive  
39 increments (excluding extra earnings and overtime)

1 prorated to amount of time for which they are credited  
2 shall be paid for each employee for the purchase of  
3 one (1) or more approved coverages recommended by  
4 the Insurance Advisory Committee.  
5

6 A wage redistribution/reduction shall be arranged to  
7 increase the amount for the employee in the Fringe  
8 Benefit Pool when the cost of the employee's selected  
9 non-cash benefits exceed the allowable 3.5%. When  
10 the amount is insufficient to cover the cost of non-cash  
11 selections, the balance of the cost will be paid for  
12 through wage redistribution/reduction. Fringe benefit  
13 pool money shall be used toward the full cost of the  
14 selection(s).  
15

16 When the employee has not made a selection or when  
17 a balance remains after selection, the employee shall  
18 be deemed to have selected the cash option.  
19

20 Benefits may be added or deleted because of changes  
21 in tax laws, regulations, number of benefit participants,  
22 economic, or other conditions. The Association shall  
23 have first been provided an opportunity to review the  
24 additions/deletions and to have given input before  
25 implementation.  
26

#### 27 Section F Early Retirement Benefit

28

29 Upon retirement from the Jefferson County Public  
30 School District, an employee shall receive thirty (30)  
31 percent of the employee's unused accumulated sick  
32 leave as a cash payment (less appropriate deductions)  
33 up to a maximum equal to the employee's accumulated  
34 sick leave on the thirtieth (30th) year of credited service  
35 in the employee's retirement system. The cash  
36 payment shall be calculated by using the employee's  
37 last year of service daily rate.  
38

1 Should an employee's balance of unused sick leave  
2 fall below the number reached at the thirtieth year of  
3 service, it is understood that the employee can  
4 continue to accrue sick leave and will be paid up to a  
5 maximum of that reached in the thirtieth year.  
6

## 7 ARTICLE XI - LEAVES OF ABSENCE

8

### 9 Section A Sick Leave

10

- 11 1. Sick leave with pay shall be granted if the  
12 employee presents a personal affidavit or a  
13 certificate of a reputable physician stating that the  
14 employee or a member of the employee's  
15 "immediate family"<sup>3</sup> was ill on the day or days  
16 absent and providing the employee has not  
17 exhausted all of the current and accumulated sick  
18 leave credit.  
19
- 20 2. Employees shall earn one (1) day sick leave per  
21 month or major portion thereof credited on the  
22 basis of the number of months of employment not  
23 to exceed twelve (12) days. The unused portion  
24 of the sick leave allowance may accumulate  
25 year-to-year without limitation.  
26
- 27 3. When an employee becomes ill on the job, the  
28 employee may choose to take sick leave or to be  
29 docked for the time not worked. Disciplinary  
30 action shall not be taken against the employee in  
31 these circumstances unless determined to be  
32 abusive. Each incident shall count as a separate  
33 occurrence.  
34
- 35 4. Sick leave may be taken in whole days only,  
36

<sup>3</sup> "Immediate family" means the employee's spouse, children,  
including stepchildren, parents and spouse's parents without  
regard to the location of the residence of said relative.

1 except that an employee may take one-half (1/2)  
2 day sick leave not more than four (4) times within  
3 a running 12-month period in which case an  
4 attending physician's statement may be required.

- 5
- 6 5. If an employee uses all accumulated sick leave  
7 and is still unable to return to assigned duties,  
8 prior to its expiration the employee may apply for  
9 and be placed on unpaid medical leave of  
10 absence at which time it becomes the  
11 responsibility of the employee to assume the  
12 payment of all insurance premiums not provided  
13 for in the Family and Medical Leave Act, if  
14 eligible.
- 15
- 16 6. Unused sick leave will not be paid upon layoff,  
17 resignation, or discharge of employees.
- 18
- 19 7. A physician's written verification of illness may be  
20 required after the third occurrence<sup>4</sup> of absence  
21 within a work year. Excessive use of sick leave  
22 without a physician's statement shall be  
23 considered cause for disciplinary action and  
24 failure to provide medical documentation may  
25 result in denial of sick leave.
- 26
- 27 8. When an employee is to be absent from work, the  
28 principal or administrative unit director/designee  
29 must be notified prior to that absence. An  
30 employee shall not be required to call each day  
31 of a prolonged absence provided the employee  
32 has informed the administrator during the initial  
33 notification of the specific days of anticipated  
34 absence. Failure to provide timely notice of any  
35 absence may result in a denial of sick leave.
- 36
- 37 9. A physician's written verification of illness from an

<sup>4</sup> Occurrence means a single event or episode of illness (one to many consecutive days.)

1 attending physician shall be submitted for each  
2 absence of three (3) or more consecutive days.

3  
4 Section B Medical Leave  
5

- 6 1. When an employee has been advised by a  
7 physician or otherwise knows of an interruption in  
8 ability to work because of known or anticipated  
9 medical reasons, the employee shall notify the  
10 Department of Personnel Services and the  
11 supervisor and upon request be granted an  
12 unpaid medical leave of absence. Such notice  
13 shall be in writing and accompanied by an  
14 attending physician's statement indicating the  
15 anticipated date of interruption in ability to work,  
16 whether the employee may resume the  
17 assignment and the anticipated date of return.  
18 The employee shall not continue to work past the  
19 date indicated in the attending physician's  
20 statement.
- 21
- 22 2. Medical Leave of absence may be granted for a  
23 period of one (1) year or less and renewed for  
24 one (1) additional year. At the end of the second  
25 year, if the employee is unable to return to work,  
26 the employment shall be terminated.
- 27
- 28 3. A position shall be kept available for the  
29 employee to resume duties within the job  
30 classification following return from medical leave  
31 provided:
- 32
- 33 a. such position has not been eliminated during  
34 the employee's absence for any valid reason,  
35 b. the employee's planned absence does not  
36 exceed sixty (60) days,  
37 c. the employee would not have been laid off  
38 had leave not been taken, and  
39 d. the employee is medically able to fulfill the

1 duties of the position.  
2

3 After sixty (60) days the employee will be placed  
4 on a list for assignment to open positions within  
5 the job classification when they become  
6 available.  
7

- 8 4. Time for which an employee qualifies for workers  
9 compensation payments while on medical leave  
10 directly resulting from accidents sustained in the  
11 course of fulfilling job responsibilities shall count  
12 as service time for purposes of salary step  
13 placement when combined with regularly paid  
14 days. A maximum of one (1) step shall be  
15 allowed for those on workers compensation  
16 effective from July 1, 1982.  
17
- 18 5. Employees who qualify for and are awarded  
19 workers compensation payments shall be placed  
20 on medical leave with unused sick leave  
21 coordinated with the workers compensation  
22 payments so as to sustain the level at a total of  
23 100% regular wages.  
24

#### 25 Section C Emergency Leave

26  
27 Each employee shall be credited with two (2) days of  
28 paid emergency leave per year which will not  
29 accumulate from year-to-year. Emergency leave shall  
30 be granted in units of full days. Proof of nature of  
31 emergency may be required.  
32

33 Reasons for granting emergency leave with pay shall  
34 be:

- 35
- 36 1. death or funeral of relative by blood or marriage  
37 (specify relationship), and
  - 38 2. emergency situations resulting from natural  
39

1 disasters; i.e., tornado, flood (specify exact  
2 reason.)  
3

#### 4 Section D Personal Leave

5  
6 Each employee shall be credited with three (3) days  
7 personal leave per year which may be used at the  
8 employee's discretion except that personal leave may  
9 not be taken during the first five (5) days just before the  
10 school term, the first five (5) days of the school term, the  
11 day before and after days schools are closed for  
12 holidays and Spring break except under extenuating  
13 circumstances, or on the last ten (10) days of the  
14 school term. The following procedures are to be used  
15 in order to apply for and use personal leave:  
16

- 17 1. the employee must make the request by noon on  
18 the previous work day on the form provided for  
19 that purpose,  
20
- 21 2. the request must be approved by the employee's  
22 immediate supervisor or appropriate  
23 administrator on the basis that the employee's  
24 absence will not interrupt or impede the work  
25 program, and  
26
- 27 3. permission will not be unreasonably withheld.  
28

29 Unused personal leave shall be carried forward to  
30 accumulate as sick leave.  
31

#### 32 Section E Child Rearing/Adoption/Dependent<sup>5</sup> 33 Convalescent Leave

- 34
- 35 1. An employee presenting the required evidence  
36 shall upon written request to the Department of

<sup>5</sup> "Dependent means the employee's spouse, children,  
including stepchildren, parents and spouse's parents without  
regard to the location of the residence of said relative.

1 Personnel Services and the supervisor be  
2 granted an unpaid leave of absence necessary to  
3 meet child adoption requirements and for the  
4 purpose of rearing the employee's pre-school  
5 child(ren) or other dependent child, parent or  
6 spouse who is unable to care for self in which  
7 case a physician's statement may be required.

8  
9 2. A single child rearing/adoption/dependent  
10 convalescent leave shall be granted for a period  
11 of no less than forty-five (45) days and no more  
12 than two (2) consecutive work years or major  
13 portions thereof upon written request to  
14 Personnel Services, except that such leave may  
15 be taken for less than forty-five (45) days if the  
16 employee has exhausted all sick leave and the  
17 need is directly related to an illness of the  
18 child/dependent.

19  
20 3. The Employer shall keep a position available for  
21 the employee to resume duties within the job  
22 classification following return from the leave  
23 provided:

- 24  
25 a. such position has not been eliminated during  
26 the employee's absence for any valid reason,  
27 b. the employee's planned absence does not  
28 exceed sixty (60) days, and  
29 c. the employee would not have been laid off  
30 if leave had not been taken.

31  
32 After sixty (60) days the employee will be placed on a  
33 list for assignment to open positions within the job  
34 classification when they become available.

35  
36 Section F Jury Duty

37  
38 An employee who serves on a jury in any duly  
39 constituted local, state or federal court shall be granted

1 paid leave less any compensation received as jury  
2 pay, for the period of actual jury service.

3  
4 Employees claiming pay for jury duty leave shall  
5 comply with the following procedures:

- 6  
7 1. A copy of the jury subpoena must be provided to  
8 the employee's immediate supervisor or  
9 appropriate administrator promptly upon receipt  
10 of such subpoena involving jury duty service.  
11  
12 2. If assigned to jury duty, the Verification of Jury  
13 Duty Form (available from the payroll office) must  
14 be completed each pay period and forwarded  
15 with the Payroll Exception Card to the payroll  
16 office.  
17  
18 3. A money order or personal check (payable to the  
19 Treasurer, Jefferson County Board of Education)  
20 for the amount of compensation received for jury  
21 duty excluding any expenses reimbursed to the  
22 employee by the court such as travel and parking  
23 shall be delivered to the principal or immediate  
24 supervisor for transmittal to the payroll office.

25  
26 Section G Court Appearance Leave

27  
28 An employee who is summoned to a local, state, or  
29 federal court for reasons directly connected with the  
30 employee's employment shall be granted paid leave  
31 after properly presenting the approved form certifying  
32 the court appearance, except when the employee is a  
33 plaintiff or witness against the Employer or its agents,  
34 or when the employee is a plaintiff in cases without  
35 Employer sanction.

1 Section H Military Leave

2  
3 Any employee who enters active duty shall be granted  
4 an unpaid leave for a period not to exceed the initial  
5 period of service. Any employee on military leave and  
6 within ninety (90) days after the employee's separation  
7 from military service shall upon written application be  
8 restored to a position in the employment of the  
9 Employer, provided the employee shall furnish proof of  
10 discharge or separation from service under honorable  
11 conditions and be found by a physician selected by the  
12 Employer to be in a satisfactory state of health for the  
13 performance of duties. Upon return the employee shall  
14 be placed on the salary schedule at the level which  
15 would have been achieved had the employee  
16 remained actively employed in the system during the  
17 period of absence.

18  
19 Section I Vacation Leave

- 20  
21 1. Twelve-month/260-day employees shall be  
22 granted vacation leave according to the  
23 Employer's vacation policy and procedure. Such  
24 employees shall earn vacation leave based on  
25 length of service in the district computed in years  
26 as determined by the employee's seniority date  
27 plus a maximum of two (2) years credit for military  
28 service.  
29  
30 2. Vacation leave shall be credited monthly with  
31 accumulation limited to no more than two (2)  
32 times earned annual rate as follows:

33  
34  
35 

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

  
36  
37  
38  
39

- 1 3. Eligible employees must have been in active pay  
2 status more than half of the workdays in a month  
3 to qualify for crediting vacation leave.  
4  
5 4. Employees will be charged with vacation leave  
6 only on days upon which they would otherwise  
7 work and receive pay.  
8  
9 5. Vacation leave shall be taken in full days.  
10  
11 6. Immediate supervisors, principals or  
12 administrative unit directors shall see that  
13 employees have opportunities to use vacation  
14 leave days and not forfeit them. Vacation leave  
15 shall be scheduled by the principals or  
16 administrative unit directors in accordance with  
17 operating requirements and, insofar as  
18 practicable, with the requests of employees.  
19  
20 7. Employees shall request vacation leave on the  
21 appropriate form as far in advance as practicable  
22 and at least ten (10) working days prior to the  
23 requested leave days. This provision may be  
24 waived by the supervisor under extenuating  
25 circumstances.  
26  
27 8. Upon the death of an employee or upon an  
28 employee's request within ten (10) days of  
29 resignation, layoff, or discharge cash payment  
30 shall be made for accrued vacation at the  
31 employee's scheduled wage rate prior to the date  
32 of change.  
33  
34

35 Section J Holiday Leave

36  
37 Twelve-month/260-day employees shall be granted  
38 nine (9) paid holiday leave days and less than  
39 twelve-month employees shall be granted four (4) paid

1 holiday leave days according to the Employer's policy  
2 and procedure.

3  
4 Section K Political Activity Leave  
5

6 1. Upon written request an unpaid leave of absence  
7 may be granted to an employee for not less than  
8 thirty (30) days or more than two (2) work years or  
9 major portions thereof for the purpose of  
10 campaigning for or serving in public office once  
11 the employee becomes a candidate for such  
12 office.

13  
14 2. A position shall be kept available for the  
15 employee to resume duties within the job  
16 classification following return from leave  
17 provided:

- 18  
19 a. the employee had asked that a position be  
20 kept available at the time the leave was  
21 requested,  
22 b. such position has not been eliminated during  
23 the employee's absence for a valid reason,  
24 c. the employee's planned absence does not  
25 exceed sixty (60) days, and  
26 d. the employee would not have been laid off  
27 had leave not been taken.

28  
29 After sixty (60) days the employee will be placed  
30 on a list for assignment to open positions within  
31 the job classification when they become  
32 available.

33  
34 Section L Education/Training Leave  
35

36 Upon timely written request an unpaid leave of  
37 absence for not less than forty-five (45) days or more  
38 than two (2) years may be granted to an employee for  
39 purposes of attending an educational training program

1 approved by the Employer and upon request and proof  
2 of need, may be renewed for an additional two (2)  
3 years. Upon return, evidence shall be submitted that  
4 the leave was used for stated purpose.

5  
6 Section M Length of Consecutive Leaves of Absence  
7

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

16  
17 Political Activity Leave may be denied when the  
18 granting of such leave would result in absence from  
19 duty for a period longer than two (2) consecutive work  
20 years or major portions thereof without at least one (1)  
21 intervening year of active service as an employee.

22  
23 Section N Notarizing Leave Affidavits  
24

25 Notary services shall be provided without charge to  
26 employees required to submit personal affidavits for  
27 leaves.

28  
29 Section O Resumption of Benefits Following Leave  
30

31 Unused accumulated sick leave shall be restored to  
32 employees resuming service following approved leave.  
33 Employees shall be responsible for making  
34 arrangements to continue insurance benefits when  
35 they would otherwise be interrupted by the approved  
36 leave. The Employer will provide assistance and  
37 information with the ultimate responsibility for all  
38 notices remaining with the employee.  
39

1 ARTICLE XII - ASSISTANCE IN ASSAULT<sup>6</sup>

2  
3 The Employer shall provide assistance and support to  
4 an employee in case of alleged assault while the  
5 employee is fulfilling assigned duties when such  
6 assault arises out of and directly results from  
7 employment responsibilities whether the assault takes  
8 place on or off the Employer's property.

9  
10 Section A General Assistance

- 11  
12 1. The immediate supervisor shall, on the form  
13 provided, report any case of alleged assault on  
14 an employee to the appropriate administrator  
15 who shall acknowledge receipt of such report.  
16  
17 2. The administrator shall notify the employee of  
18 readiness to assist as follows:  
19  
20 a. Obtain from police and/or from the immediate  
21 supervisor and others relevant information  
22 concerning the alleged assault and offenders;  
23 and  
24 b. Act in other appropriate ways as liaison  
25 between the employee, the police, and the  
26 courts.

27  
28 Section B Legal Counsel

29  
30 Legal advice shall be offered in any criminal action  
31 taken by the employee in connection with the alleged  
32 assault and assistance in court appearances may be  
33 provided when requested by the employee and  
34 sanctioned by the Employer.  
35  
36  
37

<sup>6</sup> As defined in criminal laws of Kentucky

1 Section C Court Appearance

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

11  
12 Section D Compensation

13  
14 There shall be no loss of wages resulting from an  
15 assault for a period up to and including one hundred  
16 eighty-five (185) days subsequent to the first day of  
17 absence related to the assault. The first one hundred  
18 eighty-five (185) days of absence will not be deducted  
19 from sick leave. For periods longer than one hundred  
20 eighty-five (185) days the reimbursement for lost  
21 wages shall be limited to benefit programs such as  
22 workers compensation. Employees shall be  
23 reimbursed for the costs of medical, surgical, hospital  
24 or rehabilitative services exceeding the amount of any  
25 insurance reimbursement to which the employee is  
26 entitled under coverage provided by the Employer  
27 and/or State for personal injury incurred as the result of  
28 an assault sustained in the course of employment.  
29

30 Section E Employer Approved Physician

31  
32 If there is a question about the ability of the employee  
33 to perform duties, the employee may be required to  
34 select a physician for examination from a panel of  
35 qualified physicians approved by the Employer. All  
36 consulting and examination fees resulting from these  
37 examinations shall be paid by the Employer.  
38  
39

1 ARTICLE XIII - EMPLOYER PROVIDED TRAINING

- 2  
3 1. The Employer shall establish a training  
4 committee, whose members shall include  
5 Association nominated employees to offer advice,  
6 suggestions, and opinions during the planning of  
7 employee training opportunities.  
8  
9 2. Employees shall be compensated for required  
10 training.  
11  
12 3. Every reasonable effort will be made within the  
13 Employer's resources to provide training  
14 opportunities for employees on a voluntary basis  
15 to strengthen their capabilities and skills fulfilling  
16 their assigned duties and in qualifying for other  
17 assignments.

18  
19  
20 ARTICLE XIV - EVALUATION

- 21  
22 1. The performance of employees shall normally be  
23 evaluated in writing at least annually based on  
24 performance expectations for holding the job.  
25  
26 2. The evaluation shall be based only upon  
27 information gained over a period of time through  
28 direct observation, from personal knowledge, or  
29 from any source which is demonstrable as fact.  
30  
31 3. All observation for evaluation of work  
32 performance shall be conducted in an open and  
33 non-secretive manner.  
34  
35 4. The evaluator shall cite strengths in performance  
36 and identify weaknesses to be corrected.  
37  
38 5. The evaluator shall not use any information of a  
39 derogatory nature in the evaluation of an

1 employee unless the employee is: (a) provided  
2 the information within fifteen (15) workdays of its  
3 receipt by the Employer; and (b) provided the  
4 opportunity to submit a written response.  
5

- 6 6. A copy of the employee's performance evaluation  
7 shall be made available to the employee at the  
8 time of evaluation and shall be reviewed with the  
9 employee by the appropriate evaluating  
10 supervisor prior to being submitted to the  
11 Personnel Department.  
12  
13 7. The employee being evaluated shall have the  
14 right to review the evaluation and file a statement  
15 for attachment to it within ten (10) days by  
16 providing a copy of the statement to the evaluator.  
17  
18 8. The employee shall sign all evaluations which  
19 indicates only that the employee has seen and  
20 received a copy.  
21  
22 9. Any review of the evaluation forms shall involve  
23 employees selected by the Association.  
24  
25 10. The association shall be entitled to nominate a  
26 member of the Employee Performance  
27 Evaluation Review Committee.  
28  
29  
30

31 ARTICLE XV - DISCIPLINE

- 32 1. Any employee disciplinary action taken shall be  
33 progressive when practicable and depending  
34 upon seriousness and the employee's work  
35 record may include:  
36  
37 a. warning  
38 b. written reprimand  
39 c. probation, reassignment and/or transfer,

1 suspension without pay (5 days or pending  
2 completion of investigation and decision), or  
3 combination thereof; and/or  
4 d. discharge

5  
6 2. No employee shall be issued written reprimands,  
7 placed on probation, reassigned and/or  
8 transferred, suspended without pay, or  
9 discharged unless:

- 10  
11 a. the employee could reasonably have been  
12 expected to know that disciplinary action for  
13 the conduct was possible;  
14 b. adherence to the policy, rule, or standard is  
15 related to the orderly, efficient, and safe  
16 operation of the district;  
17 c. a fair and objective effort has been made to  
18 identify the facts and the decision is based on  
19 evidence;  
20 d. the discipline is applied equitably and without  
21 discrimination; and  
22 e. the degree of discipline is reasonably related  
23 to the seriousness of the charges against the  
24 employee and the employee's service record.

25  
26 3. In any formal disciplinary meeting, the employee  
27 may have an Association representative present  
28 during the meeting. If the Association represents  
29 the employee in a formal disciplinary meeting,  
30 notice shall be given in advance by the  
31 representative to the administrator conducting the  
32 meeting.

33  
34 4. Both parties understand that by policy of the  
35 employer and related administrative procedures,  
36 after due process the following causes and  
37 others comparable in seriousness may cause  
38 immediate discharge without warning:  
39

- 1 a. theft of employer's property,  
2 b. immoral conduct,  
3 c. insubordination or disrespectful conduct,  
4 d. fighting on employer's property or during duty  
5 hours,  
6 e. failure to report an accident,  
7 f. willful or negligent damage of employer's  
8 property,  
9 g. possession or use or being under the  
10 influence of narcotics, hallucinatory drugs or  
11 alcohol on employer's property,  
12 h. carrying a deadly weapon while on the  
13 Employer's premises or during duty hours.  
14 i. falsification of the Employer's records and  
15 reports.  
16 j. failure to maintain credentials and licenses  
17 required for the job assignment.

18  
19 5. Any information used in disciplinary action shall  
20 be made available to the employee.  
21

22 6. The immediate supervisor or appropriate  
23 administrator shall promptly inform the employee  
24 of any disciplinary action and the reasons  
25 therefore.  
26

27 7. It shall be the objective of those taking disciplinary  
28 action and of the employees that they handle their  
29 roles in such a manner as will avoid  
30 embarrassment.  
31

32 8. An employee disciplined in writing shall have the  
33 opportunity to make a written response for  
34 inclusion in the personnel file within ten (10) days  
35 providing a copy to the person taking the  
36 disciplinary action.  
37

38 9. When suspension without pay or discharge is  
39 involved the employee upon request shall be

1 granted a meeting with the person administering  
2 the action prior to it being taken at which time the  
3 employee shall have the right to have a  
4 representative of the Association present.  
5

6  
7 **ARTICLE XVI – PERSONNEL FILES**

8  
9 1. No document except those listed below shall be  
10 placed in an employee's personnel file:

- 11 a. Evaluations
- 12 b. Payroll records
- 13 c. Change of Status forms, re-election forms,  
14 requests/approvals of transfers and leaves of  
15 absence forms and correspondence relating to  
16 such
- 17 d. Transcripts, official notifications from  
18 universities/colleges
- 19 e. Contracts of employment, job offers, responses  
20 to job offers
- 21 f. Previous employment data
- 22 g. Applications, references, resumes, and  
23 verification of experience and training
- 24 h. Tests taken for a job
- 25 i. Licenses or certifications required for a  
26 position
- 27 j. Military service records
- 28 k. Health data related to employment status
- 29 l. Investigative reports and records related to  
30 pre-employment, disciplinary action and formal  
31 grievance action
- 32 m. Police checks and arrest/court records

33  
34  
35 2. An employee shall have the right to view the  
36 contents of the personnel file except for previous  
37 employment data, references, and letters of  
38 recommendation at which time a representative of  
39 the Association may be present when requested

1 by the employee. At the employee's request and  
2 expense the employee will receive a copy of any  
3 document in the employee's file except for  
4 previous employment data, references and letters  
5 of recommendation.  
6

7 3. There shall not be established a separate  
8 confidential personnel file outside the Department  
9 of Personnel Services.  
10

11  
12 **ARTICLE XVII – ASSIGNMENT/OVERSTAFF**

13  
14 1. Employees shall be assigned to duties within their  
15 job classification with consideration given to their  
16 preference and seniority provided this results in  
17 the operational needs of the district being met  
18 using the following criteria:  
19

- 20 a. the attainment and maintenance of required  
21 skill levels by experienced employees  
22 needed for the particular type of work to be  
23 performed,
- 24 b. training specific to the current and requested  
25 assignments, and
- 26 c. number of employees with the skills and  
27 training needed.

28  
29 2. Employees who apply in writing may be  
30 reassigned to vacancies in other job  
31 classifications within the representation unit with  
32 consideration given to their preference provided  
33 this results in the operational needs of the district  
34 being met using the following criteria:

- 35 a. the attainment and maintenance of required  
36 skill levels by experienced employees  
37 needed for the particular type of work to be  
38 performed,  
39

- 1 b. training specific to the current and requested  
2 assignment,
- 3 c. number of employees with the skills and  
4 training needed,
- 5 d. overall capabilities and qualifications, and
- 6 e. affirmative action.
- 7
- 8 3. Employees who apply for jobs in those vacancies  
9 which would result in a salary increase from either  
10 a longer work year or higher salary grade shall be  
11 given preference over those not employed by the  
12 school system when the Employer deems them  
13 equally qualified, which judgment is reserved  
14 solely to the Employer.
- 15
- 16 4. Interviews may be required after screening for  
17 those available applicants who possess the  
18 identified desirable qualifications.
- 19
- 20 5. A permanent full-time employee appointed by the  
21 Superintendent to a budgeted acting position for a  
22 minimum of twenty (20) days will be paid at the  
23 grade level and step at which the employee would  
24 be eligible if the position was held regularly. At  
25 the end of the acting assignment, the employee's  
26 compensation will revert to the former rate of pay.
- 27
- 28 6. Overstaffed employees will be offered an  
29 opportunity to return to vacancies in the school  
30 from which they were overstaffed within the first  
31 two weeks after school begins.
- 32
- 33 7. Overstaffed employees will be transferred by job  
34 classification to available openings within the  
35 same job classification in seniority order in  
36 combination with those employees who have  
37 requested voluntary transfers, districtwide.
- 38
- 39 8. Fund source changes will not be made for the

1 purpose of causing an individual employee to be  
2 designated as overstaffed.

## ARTICLE XVIII - TRANSFERS

- 3
- 4
- 5
- 6
- 7 1. Employees who request a transfer on the  
8 appropriate form within the established timelines  
9 shall be transferred within their job classification  
10 from one work location to another when there are  
11 openings in seniority order according to  
12 preference of the employees provided this results  
13 in the operational needs of the district being met  
14 using the following criteria:  
15
  - 16 a. the attainment and maintenance of required  
17 skill levels by experienced employees needed  
18 for the particular type of work to be performed,
  - 19 b. training specific to the current and requested  
20 assignments,
  - 21 c. number of employees with the skills and  
22 training needed,
  - 23 d. recommendation of receiving supervisor  
24 following interview, and
  - 25 e. affirmative action.
- 26
- 27 2. Actual transfers of school-based employees may  
28 be deferred after school starts until the  
29 forthcoming year.
- 30
- 31 3. Employees in the affected job classification shall  
32 be considered first for transfers before vacancies  
33 are posted at least five (5) days on a district-wide  
34 basis.
- 35
- 36 4. The Association and all work locations shall be  
37 provided with a copy of all job postings.
- 38
- 39 5. The Employer shall make other transfers for good

1 cause as may be necessary for the efficient  
2 operation of the district.  
3  
4

### 5 ARTICLE XIX - REDUCTION IN FORCE 6

7 Contracts with classified employees shall be renewed  
8 annually except contracts with the following  
9 employees:  
10

11 An employee who has not completed four (4) years of  
12 continuous active service, upon written notice which is  
13 provided or mailed to the employee by the  
14 superintendent, no later than April 30, that the contract  
15 will not be renewed for the subsequent school year.  
16 Upon written request by the employee, within ten (10)  
17 days of the receipt of the notice of non-renewal, the  
18 superintendent shall provide, in a timely manner,  
19 written reasons for the non-renewal.  
20

21 An employee who has completed four (4) years of  
22 continuous active service, upon written notice which is  
23 provided or mailed to the employee by the  
24 superintendent, no later than April 30, that the contract  
25 is not being renewed due to one (1) or more of the  
26 reasons described below this section.\* [\*Nothing in  
27 this section shall prevent a superintendent from  
28 terminating a classified employee for incompetency,  
29 neglect of duty, insubordination, inefficiency,  
30 misconduct, immorality, or other reasonable grounds  
31 which are specifically contained in Board policy.] Upon  
32 written request within ten (10) days of the receipt of the  
33 notice of non-renewal, the employee shall be provided  
34 with a specific and complete written statement of the  
35 grounds upon which the non-renewal is based. The  
36 employee shall have ten (10) days to respond in  
37 writing to the grounds for non-renewal.  
38

39 The superintendent shall have full authority to make a

1 reduction in force due to reductions in funding,  
2 enrollment, or changes in the district or school  
3 boundaries, or other compelling reasons as  
4 determined by the superintendent.  
5

6 When a reduction of force is necessary, the  
7 superintendent shall, within each job classification  
8 affected, reduce classified employees on the basis of  
9 seniority and qualifications with those employees who  
10 have less than four (4) years of continuous active  
11 service being reduced first.  
12

13 If it becomes necessary to reduce employees who  
14 have more than four (4) years of continuous active  
15 service, the superintendent shall make reductions  
16 based upon seniority and qualifications within each job  
17 classification affected.  
18

19 Employees with more than four (4) years of continuous  
20 active service shall have the right of recall positions if  
21 positions become available for which they are  
22 qualified. Recall shall be done according to seniority  
23 with restoration of primary benefits, including all  
24 accumulated sick leave and appropriate rank and step  
25 on the current salary schedule based on the total  
26 number of years of service in the District.  
27

28 Section A The Superintendent/designee shall meet  
29 with representatives of the Association to discuss  
30 possible reduction in force prior to the individual  
31 personnel recommendations being presented for  
32 notification of the Board. Reduction shall occur as  
33 follows:  
34

- 35 1. The Employer will identify for layoff the least  
36 senior employees in categories affected by  
37 reduction/elimination of positions.  
38
- 39 2. Employees whose positions have been

1 eliminated shall be considered for positions for  
2 which they are qualified which are available for  
3 assignment resulting from resignations,  
4 retirements, or other attrition and those vacated  
5 by employees identified for layoff.  
6

7 3. An effort will be made to make assignments  
8 within the categories from which reduced and  
9 which will result in the least reduction in  
10 compensation.

11 4. An employee is exempt from layoff if:

- 12 a. the employee holds a position in a salary  
13 grade greater than that held by any employee  
14 affected by reduction/elimination of position,  
15 or  
16 b. the employee holds a position for which no  
17 unassigned employee is qualified.  
18  
19

20  
21 Section B The following shall apply in the  
22 recall/restoration of employees who have been laid-off  
23 or affected by the reduction:  
24

- 25 1. Affected employees shall be considered for  
26 recall/restoration in order of seniority before the  
27 positions from which employees have been  
28 laid-off/reduced are filled by new applicants.  
29  
30 2. Laid-off employees requesting it in writing will be  
31 considered for filling an opening in a job category  
32 other than the one from which they were laid-off  
33 and for which they are deemed qualified before  
34 new applicants are considered.  
35  
36 3. A laid-off employee who rejects recall, fails to  
37 report for work when assigned, or who resigns or  
38 retires will no longer be considered for  
39 recall/restoration.

1 Section C Laid-off employees who have taken other  
2 full-time employment must confirm notification of recall  
3 within twenty-four (24) hours.  
4

5 Section D Laid-off employees shall furnish to the  
6 Employer their current address and telephone number  
7 to which all communication shall be directed while they  
8 are on layoff.  
9

10 Section E While the employee is laid off, the employee  
11 will have the option at the employee's expense to  
12 remain an active participant in all local and State paid  
13 insurance benefit programs to the extent they are  
14 available to the employee from the carriers.  
15

16 Section F During a reduction in force, the employee  
17 may apply for employment as a substitute within a job  
18 classification and shall be given preference before  
19 other substitute applicants are employed.  
20

21 Section G Upon return to active employment within the  
22 nine (9) calendar months following layoff, the  
23 employee shall be credited with unused accumulated  
24 sick leave and will be placed on the proper grade and  
25 step of the current salary schedule.  
26

27 Section H An employee shall be removed from the  
28 recall list after two (2) consecutive years in layoff status.  
29

30 Section I The Association shall be provided a list of the  
31 names and job classifications of laid-off employees.  
32

## 33 ARTICLE XX - REORGANIZATION/DEMOTION

34  
35  
36 Section A The Superintendent/designee shall meet  
37 with representatives of the Association to discuss  
38 possible personnel changes dealing with  
39 reorganization and demotion prior to the

1 recommendations being presented for notification of  
2 the Board. Reorganization/demotion shall occur as  
3 follows:

- 4
- 5 1. The Employer will identify and provide to the  
6 Association a list of personnel who will be  
7 affected by the reorganization or who will be  
8 demoted.
- 9
- 10 2. Employees whose positions have been  
11 reclassified or demoted to a lower salary grade  
12 shall be considered for positions held prior to  
13 reorganization for which they are qualified and  
14 which are available for assignment resulting from  
15 resignations, retirements, or other attrition.
- 16
- 17 3. An effort will be made to make assignments that  
18 will result in the least reduction in compensation.

19  
20 Section B The following shall apply for employees  
21 who have been affected by reorganization or demotion:

- 22
- 23 1. Affected employees shall be considered before  
24 other applicants for positions for which they are  
25 qualified that have a salary grade equal to the  
26 salary grade held prior to the reorganization.
- 27
- 28 2. The employee will be placed on the proper step  
29 that would have been obtained if the employee  
30 had not been reclassified or demoted.
- 31
- 32 3. This consideration will be given to employees for  
33 a period of one (1) school year following the  
34 reorganization or demotion.
- 35
- 36

## 1 ARTICLE XXI – CALENDAR

2

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

9

10 The Superintendent's recommendation to the Board  
11 pertaining to the adoption of the Annual School  
12 Calendar shall be provided in advance to the  
13 Association.

## 14 ARTICLE XXII - GRIEVANCE PROCEDURE

### 15 Section A Definition

- 16
- 17
- 18
- 19
- 20 1. Grievance means an allegation or complaint that  
21 there has been a violation, misapplication, or  
22 misinterpretation of a specific provision(s)  
23 contained within this Agreement.
- 24
- 25 2. Grievant means the person(s) or Association  
26 making the allegation or complaint.
- 27

### 28 Section B Purpose

29

30 The purpose of this Grievance Procedure is to resolve  
31 at the lowest possible administrative level by as  
32 informal proceedings as may be appropriate any  
33 grievances which may arise.

### 34 Section C Representation

35

36

37 In any formal grievance meeting, the employee may  
38 have an Association representative present during the  
39 meeting. If the Association opts to represent the

1 remaining person shall be the duly selected  
2 mediator.

3  
4 The mediator shall have authority to meet with the  
5 grievant and authorized representatives of the  
6 Employer and the Association and make  
7 procedural rules consistent with this Agreement.  
8 Such meetings shall be held as promptly as  
9 practicable after the request for mediator and the  
10 mediation. The mediator shall first make every  
11 reasonable effort to resolve the grievance as  
12 promptly as practicable after the request for  
13 mediation. If unsuccessful, the mediator shall  
14 hold a formal arbitration hearing then issue a  
15 written decision within a reasonable time but no  
16 later than sixty (60) days after the date of  
17 selection.

18  
19 The mediator shall be without power or authority  
20 to alter, amend or modify any of the terms of this  
21 Agreement or to offer any opinion which is  
22 contrary to or violative of the terms of this  
23 Agreement. The opinion of the mediator shall be  
24 submitted in writing setting forth findings of fact  
25 and conclusions to the Parties and will be final  
26 and binding on the Parties, unless rejected by a  
27 four-fifths (4/5) vote of the Board voting at a public  
28 meeting to be held within twenty (20) days. Prior  
29 to the Board voting, the Association shall have  
30 the right to have a representative appear and  
31 present the Association's position.

32  
33 The costs for the services of the mediator,  
34 including per diem expenses, if any, travel and  
35 subsistence expenses and the cost of any  
36 hearing room will be borne equally by the  
37 Employer and the Association. All other costs will  
38 be borne by the party incurring them.  
39

1 Section B: Any grievance arising from termination  
2 will be waived to Level III (3).  
3

4 Section F Grievances Arising From Other Than  
5 Immediate Supervisor  
6

7 An employee who believes that there is a basis for a  
8 grievance arising from an action or inaction on the part  
9 of an administrator other than the immediate supervisor  
10 may initiate a grievance which shall be handled using  
11 the same procedure and timelines provided for in  
12 Sections D and E.  
13

14 Section G Grievance Meetings and Hearings  
15

16 All grievance meetings and hearings required during  
17 the formal stage shall be closed except to the  
18 grievants, Association representative(s), Employer  
19 representative(s), and essential witnesses.  
20

21 Section H General Provisions  
22

- 23  
24  
25  
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39
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 employee 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.

- 1 3. The filing of a grievance shall in no way interfere  
2 with the responsibility of the employee to fulfill  
3 assigned duties.  
4  
5 4. The employee and the Association are required  
6 to exhaust the Grievance Procedure before  
7 seeking alternative remedies including rights to  
8 which they are entitled under the law.  
9  
10 5. The commencing of a legal or administrative  
11 appeal proceeding by an employee or the  
12 Association against the Employer in a court of  
13 law or equity or any Federal, State, or local  
14 administrative agency alleging misapplication or  
15 misinterpretation of any provisions of this  
16 Agreement shall be deemed an election of  
17 remedy and a waiver by said employee or  
18 Association of their right to resort to the  
19 Grievance Procedure.  
20  
21 6. Grievance forms shall be prepared by the  
22 Employer and reviewed by the Association which  
23 shall have the responsibility for the distribution of  
24 the approved forms for filing grievances. The  
25 costs of the grievance forms shall be borne by the  
26 Employer.  
27  
28 7. The Association shall only be entitled to initiate  
29 with the appropriate administrator and process  
30 through Section D and the applicable steps of  
31 Section E a complaint/grievance alleging  
32 violation, misapplication, or misinterpretation of a  
33 provision(s) within this Agreement specific to  
34 Association rights and entitlements and those  
35 which affect a substantial number of employees  
36 districtwide.  
37  
38 8. Grievance decisions and appeals under Section  
39 E shall be in writing with copies transmitted

1 promptly to the grievant, Association, and  
2 Superintendent/designee(s).  
3  
4

#### 5 ARTICLE XXIII - PRINTING

- 6  
7 1. Copies of this Agreement shall be printed by the  
8 Employer and distributed promptly to all  
9 employees by the Association which shall obtain  
10 a signed receipt kept available for inspection.  
11  
12 2. The Employer shall furnish a reasonable number  
13 of copies to the Association for its use.  
14

#### 15 ARTICLE XXIV - SAVINGS

16  
17  
18 Should an article, section or clause of this Agreement  
19 be determined by the appropriate agency or court to be  
20 illegal or contrary to federal, state or local law or  
21 regulations, it shall be automatically deleted. The  
22 remaining articles, sections and clauses shall remain  
23 in full force and effect for the established duration, if not  
24 affected by the deleted article, section or clause.  
25

#### 26 ARTICLE XXV - DURATION

- 27  
28  
29 1. The Employer agrees to take such action as  
30 necessary to give full force and effect to the  
31 provisions of this Agreement. The provisions  
32 contained within this Agreement supersede and  
33 cancel any previous understandings or any duty  
34 of the Employer to continue any other policy, rule,  
35 or practice and shall supersede any rules,  
36 regulations, or practice of the Employer which are  
37 contrary. The Employer shall make no change in  
38 wage rates or compensable benefits specifically  
39 included in this Agreement without prior

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notification of and, to the extent practicable,  
participation by the Association.

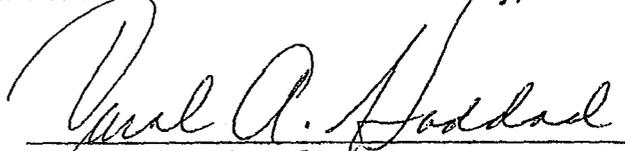
2. Either the Employer or the Association desiring  
changes, additions, or deletions in this  
Agreement shall notify the other in writing after  
which a conference must be held within thirty (30)  
days.

3. The provisions contained within this Agreement  
shall be effective from July 1, 2002 through June  
30, 2004.

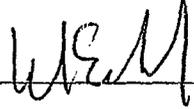
4. This Agreement as contained herein is made by  
and between the Employer and the Association  
as of June 24, 2002.

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Board of Education of Jefferson County, Kentucky

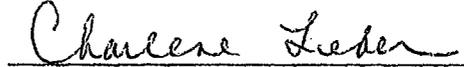
  
Carol A. Haddad, Chairman

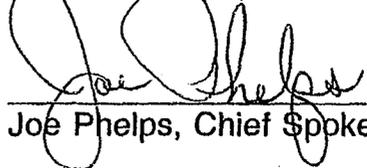
  
Stephen W. Daeschner, Ph. D., Superintendent

  
William S. Eckels,  
Executive Director Human Resources

  
Carolyn S. Meredith, Spokesperson  
Director of Employee Relations

Jefferson County Association of Educational Support  
Personnel

  
Charlene Leber, President

  
Joe Phelps, Chief Spokesperson

  
Rita Durbin, President-Elect