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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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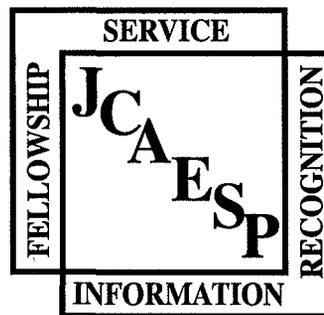
K: 830717

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 experience¹ 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 experience² with the school system since July 1, 1985;

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

² 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 Section A Sick Leave

- 9
10
11
12 1. Sick leave with pay shall be granted if the
13 employee presents a personal affidavit or a
14 certificate of a reputable physician stating that the
15 employee or a member of the employee's
16 "immediate family"³ was ill on the day or days
17 absent and providing the employee has not
18 exhausted all of the current and accumulated sick
19 leave credit.
20
21 2. Employees shall earn one (1) day sick leave per
22 month or major portion thereof credited on the
23 basis of the number of months of employment not
24 to exceed twelve (12) days. The unused portion
25 of the sick leave allowance may accumulate
26 year-to-year without limitation.
27
28 3. When an employee becomes ill on the job, the
29 employee may choose to take sick leave or to be
30 docked for the time not worked. Disciplinary
31 action shall not be taken against the employee in
32 these circumstances unless determined to be
33 abusive. Each incident shall count as a separate
34 occurrence.
35
36 4. Sick leave may be taken in whole days only,

³ "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 occurrence⁴ 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

⁴ 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/Dependent⁵ 33 Convalescent Leave

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

⁵ "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 ASSAULT⁶

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

⁶ 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.
3
4

5 ARTICLE XVIII - TRANSFERS 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

34 ARTICLE XX - REORGANIZATION/DEMOTION 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
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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.

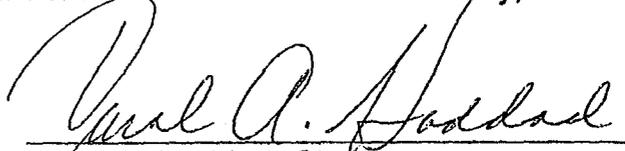
2. Either the Employer or the Association desiring
changes, additions, or deletions in this
Agreement shall notify the other in writing after
which a conference must be held within thirty (30)
days.

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

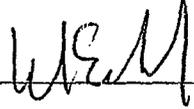
4. This Agreement as contained herein is made by
and between the Employer and the Association
as of June 24, 2002.

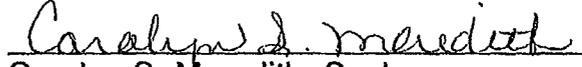
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Board of Education of Jefferson County, Kentucky

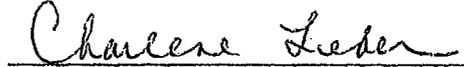

Carol A. Haddad, Chairman

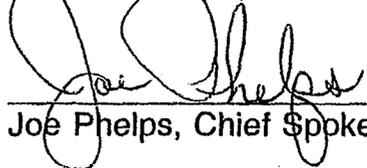

Stephen W. Daeschner, Ph. D., Superintendent


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