

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
JEFFERSON COUNTY BOARD OF EDUCATION  
AND  
JEFFERSON COUNTY ASSOCIATION OF EDUCATIONAL SUPPORT  
PERSONNEL/AFSCME COUNCIL 62

The Parties hereby agree:

1. The bargaining unit will receive a compensation percentage increase equal to the percentage increase applied to the Jefferson County Teachers Association teachers salary schedule, not to include any other compensation modifications to any other bargaining agreements for the duration of the Agreement.
2. Article 4, Union Rights, Section 8, line 16: The Union will reimburse the Employer for the cost of any substitute employee for these leave days.
3. Article 10, Compensation: Career incentive increments for credited experience as recognized by the Jefferson County Public Schools will be awarded July 1.
4. Article 11, Leaves of Absence, Section B(3): After sixty (60) days the employee will be placed on a list for assignment to open positions within the job classification when they become available.
5. Article 15, Discipline: It is understood and recognized by the parties that it shall be cause for discharge if an employee is given three (3) written reprimands in a twelve (12) month period in active pay status.
6. Article IV, Union Rights:

Dues Deduction and Fair Share Fee The union is obligated to represent all employees in the representation unit. Union membership dues of those eligible for representation shall be deducted in equal amounts from the paychecks of employees in sixteen (16) equal payments, from October through May, except for those who notify the Employer expressly and individually in writing within ten (10) days after eligibility for representation or during the first ten (10) days following the effective date of this Agreement that such dues are not to be deducted.

Union membership dues shall not be deducted from the paychecks of employees who notify the Employer expressly and individually in writing within these ten (10) days that such dues are not to be deducted. Membership dues shall be transmitted to the union. The union shall annually certify in writing the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction.

Employees who are included in the collective bargaining unit, but decline membership, as stated above, shall be required to pay, in lieu of union dues, a fair share fee equal to the part of the union dues that the union is entitled to be paid under applicable federal and state law for representing the non-member employees in matters of collective bargaining, grievance and contract administration. The fair share fee will be deducted automatically from the wages of each non-member employee in equal amounts in sixteen (16) equal payments, from October through May, beginning with the effective date of this memorandum of agreement, for so long as the non-member employee is not a member of the union. Such monies shall be transmitted to the union.

The union shall annually certify in writing the current and proper amount of its membership dues and fair share fee, at least thirty (30) days prior to the initial deduction. The union shall provide to the employer, written notice thirty (30) days prior to any fair share fee deduction, and annually thereafter, an affidavit which states the amount of the fair share fee (which shall not exceed the amount of the dues uniformly required to be paid by members of the Union) together with an audit by an independent certified public accountant clearly setting forth the method by which the fair share fee was calculated, including a list of the major categories of the union's budgeted expenses specifying which expenses were included and excluded in determining the fair share fee. The union shall provide to each non-member employee identified to the union by the employer a notice which shall include a copy of the current affidavit described above and a statement that the amount of the fair share fee may be challenged by the non-member employee (1) through the union's internal appeal procedure, culminating in arbitration, by sending a letter to the union by certified or registered mail or hand delivery, (2) by filing a request for decision with the Louisville Labor-Management Committee, with a copy to the union, or (3) after completing either of the aforementioned then the employee may file a complaint against the union in a court of competent jurisdiction. The notice shall state the manner in which a non-member employee may obtain a copy of the union's internal appeal procedure or file a request for decision with the Louisville Labor-Management Committee.

All challenges must be in writing and must be mailed, delivered or filed not later than sixty (60) days after receipt by the non-member employee of the notice. Upon receipt of a challenge, the union shall deposit into an interest-bearing escrow account, separate from all other union funds, the amount of all fair share fee payments received on behalf of the challenging non-member employee that is placed in issue by the challenge. The escrow agreement for the escrow account shall provide that the escrowed funds shall be released from the escrow account only in compliance with the terms of an ultimate arbitration award, Louisville Labor-Management Committee decision or final judgment of a court, including any appeals, or by the terms of a mutually agreeable settlement between the union and the challenging non-member employee.

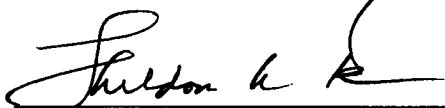
The final amount of the fair share fee as determined by the arbitration award, Louisville Labor-Management Committee decision or judgment of a court shall reflect only those expenses affirmatively related to representing the non-member employee in matters of collective bargaining, grievance and contract administration. The union shall have the burden of proving such affirmative relation. The union shall provide to the arbitrator, Louisville Labor-Management Committee, or court, as applicable, all financial and other records of the union deemed relevant by the adjudicating body.

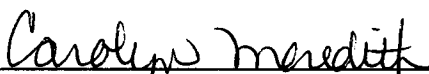
The union shall indemnify and save harmless the Employer and its members, officers, employees and agents against any liability that may arise out of or by reason of any action taken by the Employer consistent with the foregoing provisions relating to the fair share fee, including reasonable attorneys fees. In the event the Employer should be held liable or responsible for repayment of any fair share fee amounts paid to the union pursuant to the Agreement, the union shall reimburse such monies to the Employer.

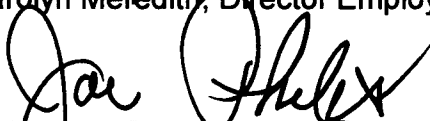
7. The provisions contained within the collective bargaining agreement and the provisions contained within the memorandum of agreement will be effective from October 26, 2009 through June 30, 2012.

Agreed to by and for the Jefferson County Board of Education and JCAESP/  
AFSCME Council 62 on October 26, 2009.

  
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Debbie Wesslund, Chairwoman

  
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Sheldon H. Berman, Superintendent

  
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Carolyn Meredith, Director Employee Relations

  
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Joe Phelps, Staff Representative

  
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Sandra Mayes, President