

AGREEMENT

BETWEEN THE

JEFFERSON COUNTY BOARD OF EDUCATION

AND THE

JEFFERSON COUNTY SCHOOL
FOOD SERVICE ASSOCIATION

Name

JCBE-JCSFSA AGREEMENT, 2004-2008

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Jefferson County Public Schools
Equal Opportunity/Affirmative Action Employer

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ARTICLE I - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Employer means the Board of Education of Jefferson County, Kentucky.
2. Association means the Jefferson County School Food Service Association, affiliated exclusively with the Kentucky School Food Service Association and the American School Food Service Association.
3. Employee means any person included in the representation unit.
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 seniority.
8. Seniority means the amount of time from first compensable day as an initial probationary or permanent employee following last break in service; ties to be broken by the largest sum of the final four (4) digits of the employee's Social Security number.
9. Vacancy means a permanent full-time position in the administrative organization approved by the Board, funded in the budget, and released for staffing which does not have a regular full-time employee of record assigned to it.

ARTICLE II - EMPLOYER RIGHTS

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

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ARTICLE III - RECOGNITION

The Association is recognized as official representative of regular, full-time (excluding initial probationary, part-time, temporary, seasonal and substitute) nutrition services manager/-managing assistant employees in Job Family II and nutrition services assistant employees in Job Family IB.

ARTICLE IV - ASSOCIATION RIGHTS

1. Dues Deduction When requested by the Association, a plan shall be developed by which membership dues of those eligible for representation may be payroll deducted and remitted to the Association. The Association shall save the Employer harmless against any claims, legal or otherwise, which may arise there from.

Association membership dues shall be payroll deducted in four (4) equal amounts beginning in November of each year from the paychecks of employees who authorize the Employer expressly and individually in writing to authorize the payroll deduction. The monies will be remitted by the Employer to the Association.

2. Courier Service The Association shall have the right to use the District courier service to communicate with employees covered by this Agreement only as permitted by U.S. Postal regulations or the District's supply services administrator. Communications sent through the courier service shall be considered personal and shall not be opened by any person other than the addressee. The Association shall save the Employer harmless against claims, legal or otherwise, which relate to the use of the courier service. Two (2) copies of material(s) sent through the courier service, distributed on the Employer's property, or posted shall be provided in advance to the Superintendent/designee and one (1) copy shall be provided in advance to each chief building administrator where the material is distributed.

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

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

5. Meeting Space The Association may use facilities designated by the Employer for meetings before or after the employees' normal work hours for which the Association shall pay the Employer's regular fees for special custodial services or damage and for which the Association shall hold the Employer harmless against any claims, legal or otherwise, which may arise there from.

6. Association Business The Association president and one (1) employee at each work location designated by the president shall have the right exclusively to transact Association business at work locations to which the employees are regularly assigned at

1 such times before and after employee duty hours and during scheduled meal and rest
2 breaks as will not interfere with or disrupt operations provided the Association
3 president/designee has previously registered with the chief building administrator and
4 immediate supervisor where applicable. The Association shall provide the
5 Superintendent/designee with a list of the names and work locations of all persons
6 authorized to transact Association business at work locations.
7

- 8 7. Board Agenda The Superintendent/designee shall provide the Association upon request a
9 copy of the official agenda in advance of regular Board meetings except for those items
10 privileged by law.
11
- 12 8. Employer-Association Relations Meetings The Superintendent/designee(s) shall meet
13 bimonthly with not more than five (5) representatives of the Association to discuss
14 administration of this Agreement and other matters of mutual concern.
- 15 9. Association Leave The Association shall be entitled to designate individual employees to
16 be granted unpaid leave in an aggregate amount not exceeding ten (10) days per year to
17 be taken in full days for the conduct of necessary Association business, such designation
18 to be made in writing to the Superintendent/designee normally at least ten (10) days in
19 advance of the leave usage. The Association shall reimburse the Employer for the
20 salaries of the employees on Association leave.
21
- 22 10. Change Meetings When the Employer contemplates any change(s) in wage rates, hours,
23 compensable benefits, or procedures specifically included in this Agreement which have a
24 substantial economic impact upon employees generally the Association shall be notified in
25 advance of and, to the extent practicable, participate in discussion prior to such change(s).
26
- 27 11. Information Exchange The Employer and the Association shall make available to each
28 other upon written specific requests any statistics and reports routinely compiled which are
29 not confidential and which are relevant to this Agreement or necessary for its proper
30 administration.
31
- 32 12. The Association will be entitled to nominate members to serve on committees
33 recommending fringe benefit pool selections and voluntary group insurance coverage.
34
35

36 ARTICLE V - NON-DISCRIMINATION 37

- 38 1. The contents of this Agreement shall be applied to all employees eligible for
39 representation by the Association without regard to race, creed, color, sex, age, disability,
40 veteran status, national origin, marital status, or terms and conditions of membership in
41 the Association.
42
- 43 2. No rights of employees under the law shall be abridged by the Employer or the
44 Association.
45
- 46 3. No employee shall be appointed, promoted, demoted, dismissed or in any way favored or
47 discriminated against with respect to employment because of political or religious opinions
48 or affiliations, ethnic origin, race, color, sex, age, creed, veteran status, national origin,
49 marital status, or disability.
50

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

- 27 1. A non-compensated duty-free meal break of at least twenty (20) minutes shall be provided
28 for assistant employees. Such break shall be assigned by the nutrition services
29 manager/managing assistant.
30
- 31 2. A ten (10) minute paid rest break shall normally be provided to nutrition services assistant
32 employees for each consecutive four (4) hour period of service.
33
- 34 3. Nutrition services assistant employees who report to work at the beginning of their
35 regularly scheduled duty time when the employer has not attempted to notify them not to
36 report and who are subsequently relieved of duty for that day shall be paid for a minimum
37 of two (2) hours.
38
- 39 4. Nutrition services assistant employees required to perform work in excess of their regularly
40 scheduled number of hours short of overtime shall be compensated for the extra hours at
41 their scheduled straight-time hourly wage rate including incentive increments and shift
42 differentials.
43
- 44 5. Authorized and approved work performed in excess of forty (40) hours credited to the
45 nutrition services assistant employees per workweek shall be considered overtime and
46 shall be compensated at the rate of one and one-half (1 1/2) times the employee's
47 straight-time hourly wage rate including incentive increments and shift differentials.
48
- 49 6. Time worked for purposes of overtime compensation shall include approved paid leave
50 days including paid holidays.
51

- 1 7. Time worked for purposes of overtime compensation shall not include meal breaks,
2 docked time, unpaid leave time, or other approved unpaid absences from duty.
3
- 4 8. Overtime must be scheduled and approved by the principal.
5
- 6 9. Nutrition Service Managers/Managing Assistants will be eligible for overtime if authorized
7 under the Fair Labor Standards Act.
8
9

10 ARTICLE VII - WORKING CONDITIONS 11

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

32 ARTICLE VIII - SAFETY 33

- 34 1. The Employer shall be responsible for providing and maintaining a safe place of
35 employment.
36
- 37 2. Each employee shall cooperate and encourage others to work in a safe manner and to
38 comply with all applicable local, state and federal policies, rules, regulations and orders.
39
- 40 3. Employees shall be responsible for reporting observed unsafe or hazardous practices or
41 conditions to the immediate supervisor or appropriate administrator who shall contact duly
42 qualified personnel and who will make a timely inspection and take steps to remedy the
43 condition.
44
- 45 4. The Employer shall investigate reports by employees of unsafe or hazardous practices or
46 conditions made on the appropriate safety form and shall provide a written response to
47 such reports.
48
- 49 5. Employees shall not be required to work under conditions determined by qualified
50 administrative personnel to be detrimental to their health, safety and well-being.
51

- 1
- 2 6. Employees shall use and maintain the safety equipment and protective devices furnished
- 3 or required by the Employer necessary to meet recognized safety standards.
- 4
- 5 7. Employees, individually and through the Association, shall be entitled to present advice
- 6 and make recommendations to the Employer with respect to improving safety awareness
- 7 and practices associated with their work assignments.
- 8
- 9 8. The Employer/designee will meet upon request with employees required to carry monies
- 10 on their person off JCPS property to address the safety concerns of the employee. The
- 11 employee may request to have an Association representative at this meeting. The
- 12 Employer will provide a reserved parking space when it is determined by the immediate
- 13 supervisor to be appropriate.
- 14
- 15 9. Employees are prohibited from having personal visitors (i.e., relatives, friends, children,
- 16 salespersons, attorneys) at the work site during work hours.
- 17
- 18

19 ARTICLE IX - EXTRA EMPLOYMENT

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

40 ARTICLE X - COMPENSATION

41

42 Section A Wage/Wage Rates

- 43
- 44 1. Paydays shall be on a biweekly basis normally every other Friday following courier service
- 45 delivery except when they fall on a paid holiday, in which case they shall be the preceding
- 46 workday.
- 47
- 48 2. The Association shall be entitled to submit and discuss with the Employer information,
- 49 opinions, and proposals on wage rates which shall not be reduced except as a result of
- 50 balancing the budget.
- 51

Classified Hourly Rates
Job Family IB
Represented by JCSFSA

2004-05

Salary Grade	Step										
	00	0	1	2	3	4	5	6	7	8	9
5	11.95	12.60	13.24	13.98	14.66	15.35	16.04	16.75	17.41	18.13	18.87
4	11.10	11.69	12.27	12.95	13.60	14.24	14.89	15.54	16.16	16.81	17.52
3	10.12	10.64	11.20	11.82	12.38	12.96	13.56	14.14	14.72	15.31	15.94
FS	0.00	7.78	8.21	8.65	9.06	9.50	9.93	10.35	10.77	11.21	11.65

Grade 5 - Nutrition Services Manager with 60 or more labor hours

Grade 4 - Nutrition Services Manager

Grade 3 - Nutrition Services Managing Assistant

Grade FS - Nutrition Services Assistant and Nutrition Services Lead Assistant (plus appropriate increment)

Effective July 1, 1987, costs for step increases will be provided as follows: 0 thru 5 - 1 step for those accumulating at least 1 year credited experience with the school system since July 1, 1985; 6 thru 8 - 1 step for those accumulating at least 2 years credited experience with the school system since July 1, 1985. This step/experience schedule will be in effect thereafter until changed.

Career incentive increments for credited experience as recognized by the Jefferson County Schools:

	<u>2004-2005</u>
After 15 years-excluding overtime/docktime	\$.20 per hour
After 20 years-excluding overtime/docktime	plus \$.11 per hour
After 25 years-excluding overtime/docktime	plus \$.12 per hour

1 All employee compensation listed in this agreement shall be increased by at least two (2%)
2 effective on July 1, 2004. If the Kentucky General Assembly adopts a budget or enacts new
3 legislation that becomes effective by July 1, 2005, or the Governor of the Commonwealth
4 implements an executive branch spending plan by July 1, 2005, and the new budget, legislation,
5 or spending plan directs or authorizes school districts to increase the compensation of
6 personnel by more than two percent (2%) and allocates the additional funds to be used by
7 school districts to increase the compensation of personnel, then all employee compensation
8 included in this agreement shall be increased by the higher percentage that is directed or
9 authorized in the new budget, legislation, or spending plan, with that increase being retroactive
10 to July 1, 2004.

11
12 Section B Insurance and Retirement

- 14 1. Health and hospitalization insurance on single premium basis or same premium dollar
15 amount for Health Maintenance Organization - when full premium paid by State.
- 17 2. \$20,000 term life insurance - when full premium paid by State.
- 19 3. Term life insurance equal to one(1) times annualized earnings with \$10,000 minimum
20 computed from appropriate placement on the Job Family I B or Job Family II Salary
21 Schedule - full premium paid by Employer.
- 23 4. Workers compensation - full premium paid by Employer.
- 25 5. Long-term disability insurance - full premium paid by Employer.
- 27 6. Unemployment compensation - full premium paid by Employer.
- 29 7. Liability insurance - full premium paid by Employer.
- 31 8. Voluntary Employee Group Insurance Program - full premium paid by employee through
32 payroll deduction (for approved coverages recommended by Insurance Advisory
33 Committee.)
- 35 9. Social Security - Employer Share.
- 37 10. County Employees Retirement System (CERS) - Employer Share.

38
39 Section C TB Tests

40
41 Required TB tests shall be provided without cost to the employee when they are obtained
42 through the services designated by the Employer.

43
44 Section D Payroll Deductions

- 46 1. U.S. Savings Bonds
- 48 2. Charitable campaigns approved by the Employer
- 50 3. Approval Tax-Deferred Annuities

1 4. Classroom Teachers Federal Credit Union

2
3 Section E Fringe Benefit Pool Contribution

4
5 An amount of money equal to 3.5% of annualized regular straight time wages plus career
6 incentive increments (excluding extra earnings and overtime) prorated to amount of time for
7 which they are credited shall be paid for each employee for the purchase of one (1) or more
8 approved coverages recommended by the Insurance Advisory Committee.

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

14
15 When the employee has not made a selection or when a balance remains after the selection,
16 the employee shall be deemed to have selected the cash option.

17
18 Benefits may be added or deleted because of changes in tax laws, regulations, number of
19 benefit participants, economic, or other conditions. The Association shall have first been
20 provided an opportunity to review the additions/deletions and to have given input before
21 implementation.

22
23 Section F Early Retirement Benefit

24
25 Upon retirement from the Jefferson County Public School District, an employee shall receive
26 thirty (30) percent of the employee's unused accumulated sick leave as a cash payment (less
27 appropriate deductions) up to a maximum equal to the employee's accumulated sick leave on
28 the thirtieth (30th) year of credited service in the employee's retirement system. The cash
29 payment shall be calculated by using the employee's last year of service daily rate.

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

34
35
36 ARTICLE XI - LEAVES OF ABSENCE

37
38 Section A Sick Leave

- 39
40 1. Sick leave with pay shall be granted if the employee presents a personal affidavit or a
41 certificate of a reputable physician stating that the employee or a member of the
42 employee's "immediate family"¹ was ill on the day or days absent and providing he/she
43 has not exhausted all of the current and accumulated sick leave credit.
44
45 2. Employees shall earn one (1) day sick leave per month or major portion thereof credited
46 on the basis of the number of months of employment. The unused portion of the sick
47 leave allowance may accumulate year-to-year without limitation.
48

¹"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 3. When an employee becomes ill on the job, the employee may choose to take sick leave or
2 to be docked for the time not worked. Disciplinary action will not be taken against the
3 employee in these circumstances unless determined to be abusive. Each incident will
4 count as a separate occurrence.
5
- 6 4. Sick leave may be taken in whole days only, except that a nutrition services assistant
7 employee may take one-half (1/2) day sick leave not more than four (4) times within a
8 running 12-month period in which case an attending physician's statement may be
9 required.
10
- 11 5. If an employee uses all accumulated sick leave and is still unable to return to assigned
12 duties, prior to its expiration the employee may apply for and be placed on unpaid medical
13 leave of absence at which time it becomes the responsibility of the employee to assume
14 the payment of all insurance premiums, not provided for in the Family and Medical Leave
15 Act, if eligible.
16
- 17 6. Unused sick leave will not be paid upon layoff, resignation, or discharge of employees.
18 7. A physician's written verification of illness shall be required after the third occurrence² of
19 absence within a work year. Excessive use of sick leave shall be considered cause for
20 disciplinary action and failure to provide medical documentation may result in denial of
21 sick leave.
22
- 23 8. When an employee is to be absent from work, the principal or administrative unit
24 director/designee must be notified prior to that absence. An employee shall not be
25 required to call each day of a prolonged absence provided the employee has informed the
26 administrator during the initial notification of the specific days of anticipated absence.
27 Failure to provide timely notice of any absence may result in a denial of sick leave.
28
- 29 9. An employee may use paid sick leave for illness or disability resulting from pregnancy.
30
- 31 10. A physician's written verification of illness from an attending physician shall be required for
32 each absence of three (3) or more consecutive days.
33

34 Section B Medical Leave

- 35
- 36 1. When an employee has been advised by a physician or otherwise knows of an interruption
37 in ability to work because of known or anticipated medical reasons, the employee shall
38 notify the Department of Personnel Services and the supervisor and upon request be
39 granted an unpaid medical leave of absence. Such notice shall be in writing and
40 accompanied by an attending physician's statement indicating the anticipated date of
41 interruption in ability to work, whether the employee may resume the assignment and the
42 anticipated date of return. The employee shall not continue to work past the date
43 indicated in the attending physician's statement.
44
- 45 2. Medical leave of absence may be granted for a period of one (1) year or less and renewed
46 for one (1) additional year. At the end of the second year, if the employee is unable to
47 return to work, the employment shall be terminated.
48

²Occurrence means a single event or episode of illness (one to many consecutive days.)

- 1 3. A position may be kept available for the employee to resume duties within the job
2 classification following return from medical leave provided:
3
4 a. such position has not be eliminated during the employee's absence for any valid
5 reason,
6 b. the employee's planned absence does not exceed sixty (60) days,
7 c. the employee would not have been laid off had leave not been taken, and
8 d. the employee is medically able to fulfill the duties of the position.
9

10 After sixty (60) days the employee will be placed on a list for assignment to open positions
11 within the job classification when they become available.
12

- 13 4. Time for which an employee qualifies for workers compensation payments while on
14 medical leave directly resulting from accidents sustained in the course of fulfilling job
15 responsibilities shall count as service time for purposes of salary step placement when
16 combined with regularly paid days. A maximum of one (1) step shall be allowed for those
17 on workers compensation effective from July 1, 1982.
18
19 5. Employees who qualify for and are awarded workers compensation payments shall be
20 placed on medical leave with unused sick leave coordinated with the workers
21 compensation payments so as to sustain the level at a total of 100% regular wages.
22
23
24
25

26 Section C Emergency Leave

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

32 Reasons for granting emergency leave with pay shall be:

- 33
34 1. death or funeral of relative by blood or marriage (specify relationship), and,
35
36 2. emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact
37 reason).
38

39 Section D Personal Leave

40
41 Each employer shall be credited with three (3) days personal leave per year which may be used
42 at the employee's discretion except that personal leave may not be taken during the first five (5)
43 days just before the school term, the first five (5) days of the school term, the day before and
44 after days schools are closed for holidays and spring break except under extenuating
45 circumstances, or on the last ten (10) days of the school term. The following procedures are to
46 be used in order to apply for and use personal leave:
47

- 48 1. the employee must make the request by noon on the previous work day on the form
49 provided for that purpose,
50

- 1 2. the request must be approved by the employee's immediate supervisor or appropriate
2 administrator on the basis that the employee's absence will not interrupt or impede the
3 work program,
4
 - 5 3. personal leave may not be approved for more than one employee for the same date, and
6
 - 7 4. permission will not be unreasonably withheld.
8
- 9 Unused personal leave shall be carried forward to accumulate as sick leave.

10
11 Section E Child Rearing/Adoption/Dependent³ Leave
12

- 13 1. An employee presenting the required evidence shall upon written request to the
14 Department of Personnel Services be granted an unpaid leave of absence necessary to
15 met child adoption requirements and for the purpose of rearing the employee's preschool
16 child(ren) or other dependent child, parent or spouse who is unable to care for self in
17 which case a physician's statement may be provided.
18
- 19 2. A single child rearing/adoption/dependent convalescent leave shall be granted for a period
20 of no less than forty-five (45) days and no more than two (2) consecutive work years or
21 major portions thereof upon written request to Personnel Services, except that such leave
22 may be taken for less than forty-five (45) days if the employee has exhausted all sick leave
23 and the need is directly related to an illness of the child.
24
- 25 3. The Employer shall keep a position available for the employee to resume duties within the
26 job classification following return from the leave provided:
27
 - 28 a. such position has not been eliminated during the employee's absence for any valid
29 reason,
 - 30 b. the employee's planned absence does not exceed sixty (60) days, and
 - 31 c. the employee would not have been laid off if leave had not been taken.
32

33 After sixty (60) days the employee will be placed on a list for assignment to open positions
34 within the job classification when they become available.
35

36 Section F Jury Duty
37

38 An employee who serves on a jury in any duly constituted local, state, or federal court shall be
39 granted paid leave less any compensation received as jury pay, for the period of actual jury
40 service.
41

42 Employees claiming pay for jury duty leave shall comply with the following procedures:
43

- 44 1. A copy of the jury subpoena must be provided to the employee's immediate supervisor or
45 appropriate administrator promptly upon receipt of such subpoena involving jury duty
46 service.
47

³ 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 2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll
2 office) must be completed each pay period and forwarded with the Payroll Exception Card
3 to the payroll office.
4
- 5 3. A money order or personal check (payable to the Treasurer, Jefferson County Board of
6 Education) for the amount of compensation received for jury duty excluding any expense
7 reimbursed to the employee by the court such as travel and parking shall be delivered to
8 the principal or immediate supervisor for transmittal to the payroll office.
9

10 Section G Court Appearance Leave

11
12 An employee who is summoned to a local, state, or federal court for reasons directly connected
13 with the employee's employment shall be granted paid leave after properly presenting the
14 approved form certifying the court appearance, except when the employee is a plaintiff or
15 witness against the Employer or its agents, or when the employee is plaintiff in cases without
16 Employer sanction.
17

18 Section H Military Leave

19
20 Any employee who enters active duty shall be granted an unpaid leave for a period not to
21 exceed the initial period of service. Any employee on military leave and within ninety (90) days
22 after the employee's separation from military service shall upon written application be restored
23 to a position in the employment of the employer, provided the employee shall furnish proof of
24 discharge or separation from service under honorable conditions and be found by a physician
25 selected by the Employer to be in a satisfactory state of health for the performance of duties.
26 Upon return the employee shall be placed on the salary schedule at the level which would have
27 been achieved had the employee remained actively employed in the system during the period of
28 absence.
29

30 Section I Holiday Leave

31
32 Less than twelve-month employees shall be granted four (4) paid holiday leave days according
33 to the Employer's policy and procedure. Twelve-month/260 day employees shall be granted
34 nine (9) paid holiday leave days and less than twelve-month employees shall be granted four (4)
35 paid holiday leave days according to the Employer's policies and procedures.
36

37 Section J Political Activity Leave

- 38
39 1. Upon written request an unpaid leave of absence may be granted to an employee for not
40 less than thirty (30) days or more than two (2) work years or major portions thereof for the
41 purpose of campaigning for or serving in public office once the employee becomes a
42 candidate for such office.
43
- 44 2. A position shall be kept available for the employee to resume duties within the job
45 classification following return from leave provided:
46
 - 47 a. such position has not been eliminated during the employee's absence for a valid
48 reason,
 - 49 b. the employee's planned absence does not exceed sixty (60) days, and
 - 50 c. the employee would not have been laid off had leave not been taken.
51

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

4 Section K Education/Training Leave
5

6 Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or
7 more than two (2) years may be granted to an employee for purposes of attending an
8 educational training program approved by the Employer and upon request and proof of need,
9 may be renewed for an additional two (2) years. Upon return, evidence shall be submitted that
10 the leave was used for stated purpose.
11

12 Section L Vacation Leave
13

- 14 1. Twelve-month/260-day employees shall be granted vacation leave according to the
15 Employer's vacation policy and procedure. Such employees shall earn vacation leave
16 based on length of service in the district computed in years as determined by the
17 employee's seniority date plus a maximum of two (2) years credit for military service.
18
- 19 2. Vacation leave shall be credited monthly with accumulation limited to no more than two (2)
20 times earned annual rate as follows:
21

<u>Years of Service</u>	<u>Days Earned Per Year</u>
24 0 to 1	10
25 2 thru 10	15
26 11 and over	20

27

- 28 3. Eligible employees must have been in active pay status more than half of the workdays in
29 a month to qualify for crediting vacation leave.
30
- 31 4. Employees will be charged with vacation leave only on days upon which they would
32 otherwise work and receive pay.
33
- 34 5. Vacation leave shall be taken in full days.
35
- 36 6. Immediate supervisors, principals or administrative unit directors shall see that employees
37 have opportunities to use vacation leave days and not forfeit them. Vacation leave shall
38 be scheduled by the principals or administrative unit directors in accordance with
39 operating requirements and, insofar as practicable, with the requests of employees.
40
- 41 7. Employees shall request vacation leave on the appropriate form as far in advance as
42 practicable and at least ten (10) working days prior to the requested leave days. This
43 provision may be waived by the supervisor under extenuating circumstances.
44
- 45 8. Upon the death of an employee or upon an employee's request within ten (10) days of
46 resignation, layoff, or discharge cash payment shall be made for accrued vacation at the
47 employee's scheduled wage rate prior to the date of change.

48 Section M Length of Consecutive Leaves of Absence
49

50 Child Rearing/Adoption/Convalescent Leave and Political Activity Leave may be denied when
51 the granting of such leave would result in absence from duty for a period longer than two (2)

1 consecutive work years or major portions thereof without at least one (1) intervening year of
2 active service as an employee except as otherwise provided under the Family and Medical
3 Leave Act, if eligible.

4
5 Section N Notarizing Leave Affidavits

6
7 Notary services shall be provided without charge to employees required to submit personal
8 affidavits for leaves.

9
10 Section O Resumption of Benefits Following Leave

11
12 Unused accumulated sick leave shall be restored to employees resuming service following
13 approved leave. Employees shall be responsible for making arrangements to continue
14 insurance benefits when they would otherwise be interrupted by the approved leave.

15
16
17 ARTICLE XII - ASSISTANCE IN ASSAULT⁴

18
19 The Employer shall provide assistance and support to an employee in case of alleged assault
20 while the employee is fulfilling assigned duties when such assault arises out of and directly
21 results from employment responsibilities.

22
23 Section A General Assistance

- 24
25 1. The immediate supervisor shall, on the form provided, report any case of alleged assault
26 on an employee to the appropriate administrator who shall acknowledge receipt of such
27 report.
28
29 2. The administrator shall notify the employee of readiness to assist as follows:
30
31 a. Obtain from police and/or from the immediate supervisor and others relevant
32 information concerning the alleged assault and offenders; and
33 b. Act in other appropriate ways as liaison between the employee, the police, and the
34 courts.
35

36 Section B Legal Counsel

37
38 Legal advice shall be offered in any criminal action taken by the employee in connection with
39 the alleged assault and assistance in court appearances may be provided when requested by
40 the employee and sanctioned by the Employer.

41
42 Section C Court Appearance

43
44 Time required for a summoned appearance in any criminal aspect of a legal proceeding
45 connected with the alleged assault on an employee sustained in the course of fulfilling
46 employment responsibilities shall be granted as leave and shall not be deducted from sick or
47 emergency leave days when the employee has promptly provided a copy of the summons,
48 complaint, or other legal paper to the immediate supervisor.
49

⁴ As defined in criminal laws of Kentucky.

1 Section D Compensation

2
3 There shall be no loss of wages resulting from an assault for a period up to and including one
4 hundred eighty-five (185) days subsequent to the first day of absence related to the assault.
5 Employees shall be reimbursed for the costs of medical, surgical, hospital or rehabilitative
6 services up to the amount of any insurance reimbursement to which the employee is entitled
7 under coverage provided by the Employer and/or State for personal injury incurred as the result
8 of an assault sustained in the course of employment.
9

10 Section E Employer Approved Physician

11
12 If there is a question about the ability of the employee to perform duties, the employee may be
13 required to select a physician for examination from a panel of qualified physicians approved by
14 the Employer. All consulting and examination fees resulting from these examinations shall be
15 paid by the Employer.
16
17

18 ARTICLE XIII - TRAINING

- 19
20 1. The Employer shall provide an opportunity for employees to offer advice, suggestions, and
21 opinions during the planning of employee training opportunities.
22
23 2. Nutrition services assistant employees shall be compensated for required training.
24
25 3. Every reasonable effort will be made within the Employer's resources to provide training
26 opportunities for employees on a voluntary basis to strengthen their capabilities and skills
27 in fulfilling their assigned duties and in qualifying for other assignments.
28

29 ARTICLE XIV - EVALUATION

- 30
31
32 1. The performance of employees shall normally be evaluated in writing at least annually
33 based on performance expectations for holding the job.
34
35 2. The evaluation shall be based only upon information gained over a period of time through
36 direct observation, from personal knowledge, or from any source which is demonstrable as
37 fact.
38
39 3. All observation for evaluation of work performance shall be conducted in an open and non-
40 secretive manner.
41
42 4. The evaluator shall cite strengths in performance and identify weaknesses to be corrected.
43
44 5. The evaluator shall not use any information of a derogatory nature in the evaluation of an
45 employee unless the employee is: (a) provided the information within fifteen (15)
46 workdays of its receipt by the Employer; and (b) provided the opportunity to submit a
47 written response.
48
49 6. A copy of the employee's performance evaluation shall be made available to the employee
50 at the time of evaluation, and shall be reviewed with the employee by the appropriate
51 evaluating supervisor prior to being submitted to the Personnel Department.

- 1
- 2 7. The employee being evaluated shall have the right to review the evaluation and file a
- 3 statement for attachment to it within ten (10) days providing a copy to the evaluator.
- 4
- 5 8. The employee shall sign all evaluations which indicates only that the employee has seen
- 6 and received a copy.
- 7
- 8 9. Any review of the evaluation forms shall involve employees selected by the Association.
- 9
- 10 10. The employee being evaluated shall have the right to review the evaluation and file a
- 11 statement for attachment to it within ten (10) days providing a copy to the Department of
- 12 Personnel Services.
- 13 11. The Association shall be entitled to nominate a member of the Employee Performance
- 14 Evaluation Review Committee.
- 15
- 16

17 ARTICLE XV - DISCIPLINE

- 19 1. Any employee disciplinary action taken shall be progressive when practicable and
- 20 depending upon seriousness and the employee's work record may include:
- 21
- 22 a. warning
- 23 b. written reprimand
- 24 c. probation, reassignment, and/or transfer, suspension without pay (5 days or pending
- 25 completion of investigation and decision), or combination thereof; and/or
- 26 d. discharge.
- 27
- 28 2. No employee shall be issued written reprimands, placed on probation, reassigned, and/or
- 29 transferred, suspended without pay, or discharged unless:
- 30
- 31 a. the employee could reasonably have been expected to know that disciplinary action
- 32 for the conduct was possible;
- 33 b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe
- 34 operation of the district;
- 35 c. a fair and objective effort has been made to identify the facts and the decision is
- 36 based on evidence;
- 37 d. the discipline is applied equitably and without discrimination; and,
- 38 e. the degree of discipline is reasonably related to the seriousness of the charges
- 39 against the employee and the employee's service record.
- 40
- 41 3. Both parties understand that by policy of the Employer and related administrative
- 42 procedure, after due process the following causes and other comparable in seriousness
- 43 may cause immediate discharge without warning:
- 44
- 45 a. theft of employer's property
- 46 b. immoral conduct
- 47 c. insubordination or disrespectful conduct
- 48 d. fighting on employer's property or during duty hours
- 49 e. failure to report an accident
- 50 f. willful or negligent damage of employer's property

- 1 g. possession or use of being under the influence of narcotics, hallucinatory drugs or
- 2 alcohol on employer's property
- 3 h. carrying a deadly weapon while on the Employer's premises or during duty hours
- 4 i. falsification of the Employer's records or reports
- 5 j. failure to maintain credentials and licenses required for the job assignment.
- 6
- 7 4. Any information used in disciplinary action shall be made available to the employee.
- 8
- 9 5. The immediate supervisor or appropriate administrator shall promptly inform the employee
- 10 of any disciplinary action and the reasons therefor.
- 11
- 12 6. It shall be the objective of those taking disciplinary action and of the employees that they
- 13 handle their roles in such a manner as will avoid embarrassment.
- 14
- 15 7. An employee disciplined in writing shall have the opportunity to make a written response
- 16 for inclusion in the personnel file within ten (10) days providing a copy to the person taking
- 17 the disciplinary action.
- 18 8. When suspension without pay or discharge is involved the employee upon request to the
- 19 Department of Personnel Services shall be granted a meeting with the person
- 20 administering the action prior to it being taken at which time the employee may have a
- 21 representative of the Association present.
- 22
- 23 9. In any formal disciplinary meeting, the employee may have an Association representative
- 24 present during the meeting. If the Association represents the employee in a formal
- 25 disciplinary meeting, notice shall be given in advance by the representative to the
- 26 administrator conducting the meeting.
- 27

28 ARTICLE XVI - PERSONNEL FILES

- 29
- 30
- 31 1. No documents except those listed below shall be placed in an employee's personnel file:
- 32
- 33 a. Evaluations, reprimands and commendations
- 34 b. Payroll records
- 35 c. Change of Status forms, Re-election forms, requests/approvals of Transfers and
- 36 Leaves of Absence forms and correspondence relating to such
- 37 d. Transcripts, Official notifications from universities/colleges
- 38 e. Contracts of employment, job offers, responses to job offers
- 39 f. Previous employment data
- 40 g. Applications, references, resumes, and verification of experience and training
- 41 h. Tests taken for a job
- 42 i. Licenses or certifications required for a position
- 43 j. Military service records
- 44 k. Health data related to employment status
- 45 l. Investigative reports and records related to pre-employment and disciplinary action
- 46 m. Police checks and arrest/court records
- 47
- 48 2. An employee shall have the right to view the contents of the personnel file except for
- 49 previous employment data, references, and letters of recommendation at which time a
- 50 representative of the Association may be present when requested by the employee. At
- 51 the employee's request and expense the employee will receive a copy of any document in

1 the employee's file except for previous employment data, references and letters of
2 recommendation.
3

- 4 3. There shall not be established a separate confidential personnel file outside the
5 Department of Personnel Services.
6
7

8 ARTICLE XVII - ASSIGNMENT
9

- 10 1. Nutrition services assistant employees shall be assigned to duties within their job
11 classification with consideration given to their preference provided this results in the
12 operational needs of the district being met using the following criteria:
13

- 14 a. the attainment and maintenance of required skill levels by experienced employees
15 needed for the particular type of work to be performed,
16 b. training specific to the current and requested assignments, and
17 c. an adequate number of employees with the skills and training needed.
18

- 19 2. Employees who apply in writing may be reassigned to vacancies in other job
20 classifications with consideration given to their preference providing this results in the
21 operational needs of the district being met using the following criteria:
22

- 23 a. the attainment and maintenance of required skill levels by experienced employees
24 needed for the particular type of work to be performed,
25 b. training specific to the current and requested assignment,
26 c. number of employees with the skills and training needed,
27 d. overall capabilities and qualifications, and
28 e. affirmative action.
29

30 Interviews may be required after screening for those available applicants who possess the
31 identified desirable qualifications.
32
33

34 ARTICLE XVIII - TRANSFERS
35

- 36 1. Nutrition services assistant employees who request a transfer on the appropriate form
37 within the established timelines shall be transferred within their job classification from one
38 work location to another when there are openings in seniority order according to
39 preference of the employees provided this results in the operational needs of the district
40 being met using the following criteria:
41

- 42 a. the attainment and maintenance of required skill levels by experienced employees
43 needed for the particular type of work to be performed,
44 b. training specific to the current and requested assignments,
45 c. number of employees with the skills and training needed, and
46 d. affirmative action.
47 e. Recommendation of receiving supervisor following interview.
48

- 49 2. Nutrition services managers/managing assistants who request it on the appropriate form
50 within the established timelines may be considered for transfer within their job

1 classification from one work location to another when there are openings based upon the
2 following criteria:

- 3
4 a. quality of current program
5 b. written evaluation/recommendation of current principal,
6 c. written recommendation of receiving principal following personal interview,
7 d. preference of employee,
8 e. length of service as manager/managing assistant, and
9 f. affirmative action balance.

- 10
11 3. Actual transfers of school-base employees may be deferred after school starts until the
12 forthcoming year.
13
14 4. Employees in the affected job classification shall be considered first for transfers before
15 vacancies are posted at least five (5) days on a district wide basis.
16 5. The Association shall be provided with a copy of all job postings.
17
18 6. The Employer shall make other transfers for good cause as may be necessary for the
19 efficient operation of the district.
20

21
22 ARTICLE XIX - REDUCTION IN FORCE
23

24 Contracts with classified employees shall be renewed annually except contracts with the
25 following employees: An employee who has not completed four (4) years of continuous active
26 service, upon written notice which is provided or mailed to the employee by the superintendent,
27 no later than April 30, that the contract will not be renewed for the subsequent school year.
28 Upon written request by the employee, within ten (10) days of the receipt of the notice of non-
29 renewal, the superintendent shall provide, in a timely manner, written reasons for the non-
30 renewal.

31 An employee who has completed four (4) years of continuous active service, upon written notice
32 which is provided or mailed to the employee by the superintendent, no later than April 30, that
33 the contract is not being renewed due to one (1) or more of the reasons described below this
34 section. *[Nothing in this section shall prevent a superintendent from terminating a classified
35 employee for incompetency, neglect of duty, insubordination, in efficiency, misconduct,
36 immorality, or other reasonable grounds which are specifically contained in board policy.] Upon
37 written request within ten (10) days of the receipt of the notice of non-renewal, the employee
38 shall be provided with a specific and complete written statement of the grounds upon which the
39 non-renewal is based. The employee shall have ten (10) days to respond in writing to the
40 grounds for non-renewal.
41

42 The superintendent shall have full authority to make a reduction in force due to reductions in
43 funding, enrollment, or changes in the district or school boundaries, or other compelling reasons
44 as determined by the superintendent.
45

46 When a reduction in force is necessary, the superintendent shall, within each job classification
47 affected, reduce classified employees on the basis of seniority and qualifications with those
48 employees who have less than four (4) years of continuous active service being reduced first.
49

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

5 Employees with more than four (4) years of continuous active service shall have the right to
6 recall positions if positions become available for which they are qualified. Recall shall be done
7 according to seniority with restoration of primary benefits, including all accumulated sick leave
8 and appropriate rank and step on the current salary schedule based on the total number of
9 years of service in the District.
10

11 Section A The Superintendent/designee shall meet with representatives of the Association to
12 discuss possible reduction in force prior to the individual personnel recommendations being
13 presented for action by the Board. Reduction shall occur as follows:
14

- 15 1. Employees having the least length of service within the job classification affected shall be
16 the first reduced or laid off.
17
- 18 2. Employees having greater length of service may displace those having lesser length of
19 service.
20
- 21 3. Length of service at the same or higher salary grades shall be additive as applied to
22 reduction in force.
23

24 Section B Before positions within job classifications are filled by new applicants or by applicants
25 holding other job classifications, employees previously holding them who were displaced
26 through reduction in force shall be restored to positions within that job classification in reverse
27 order of reduction/layoff. Consideration will be first given to reinstatement to a position at the
28 same work location from which displaced. Consideration will then be given to distance of work
29 location from home of employee.
30

31 Section C Laid-off employees requesting it in writing shall be considered for filling openings in
32 job classifications they have not previously held before these are posted as vacancies for
33 applicants not currently employed by the Employer.
34

35 Section D Laid-off employees who have taken other full-time employment must confirm
36 notification of recall within twenty-four (24) hours.
37

38 Section E Laid-off employees shall furnish to the Employer their current address and telephone
39 number to which all communication shall be directed while they are on layoff.
40

41 Section F While the employee is laid off, the employee will have the option at the employee's
42 expense to remain an active participant in all local and State paid insurance benefit programs to
43 the extent they are available to the employee from the carriers.
44

45 Section G During a reduction in force, the employee may apply for employment as a substitute
46 within a job classification and shall be given preference before other substitute applicants are
47 employed.
48

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

1
2 Section I An employee shall be removed from the recall list upon resignation/discharge, refusal
3 of recall, failure to report for work as scheduled after recall, or after two (2) consecutive years in
4 layoff status.

5
6 Section J The Association shall be provided a list of the names and job classifications of laid-off
7 employees.
8

9
10 ARTICLE XX – NUTRITION SERVICE CENTER
11

12 Section A Nutrition Services Assistant vacancies in the Nutrition Service Center will be posted
13 in the Center for five (5) days. Nutrition Services Assistants, who apply in writing, will be
14 reassigned to these vacancies provided that this meets the operational needs of the district.
15

16
17 ARTICLE XXI - CALENDAR
18

19 The Superintendent shall appoint two (2) employees to serve on the School Calendar
20 Committee from among those nominated by the Association. The employees shall have the
21 opportunity to offer suggestions and to make recommendations with respect to the development
22 of the Annual School Calendar.
23

24 The Superintendent's recommendation to the Board pertaining to the adoption of the Annual
25 School Calendar shall be provided in advance to the Association.
26

27
28 ARTICLE XXII - GRIEVANCE PROCEDURE
29

30 Section A Definition
31

- 32 1. Grievance means an allegation or complaint that there has been a violation,
33 misapplication, or misinterpretation of a specific provision(s) contained in this Agreement.
34
35 2. Grievant means the person(s) or Association making the allegation or complaint.
36

37 Section B Purpose
38

39 The purpose of this Grievance Procedure is to resolve at the lowest possible administrative level
40 by as informal proceedings as may be appropriate any grievances which may arise.
41

42 Section C Representation
43

44 In any formal grievance meeting, the employee may have an Association representative present
45 during the meeting. If the Association opts to represent the employee in a formal grievance
46 meeting, notice shall be given two (2) days in advance by the representative to the administrator
47 conducting the meeting. The Association shall have the right to be present at the Level III
48 meetings.
49
50
51

1 Section D Informal Procedure

2
3 An employee who believes that there is a basis for a grievance shall within ten (10) days of the
4 employee's awareness of a violation, misapplication, or misinterpretation of the specific
5 provision(s) meet and discuss the complaint with the immediate supervisor with the objective of
6 resolving it informally. If the employee does not accept the immediate supervisor's disposition
7 of the complaint which shall be made within five (5) days the employee shall be entitled to file a
8 formal grievance within five (5) days after being informed of its disposition.
9

10 Section E Formal Procedure

11
12 A formal grievance shall be processed in accordance with the procedures outlined below:

13
14 Level I: the grievant within five (5) days after being informed of its informal disposition,
15 may present the written grievance to the principal or other appropriate administrator. The
16 administrator shall discuss with the employee the nature of the complaint and any action
17 that the supervisor believes could be taken to resolve the grievance. The administrator
18 shall provide a written decision to the employee no later than five (5) days after receipt of
19 the employee's formal grievance.
20

21 Level II: If the grievant continues the allegation of violation, misapplication, or
22 misinterpretation following the response received from the administrator the employee
23 may present within five (5) days from receipt of the Level I decision the written grievance
24 to the appropriate administrator. This administrator will investigate the allegation, review
25 previously presented information and the Level I response, may meet with the employee,
26 and shall provide a written decision to the employee within five (5) days after receipt of the
27 grievance.
28

29 Level III: If the grievant continues the allegation of violation, misapplication, or
30 misinterpretation, the written grievance may be presented within five (5) days from receipt
31 of the Level II decision to the Superintendent/designee. The Superintendent/- designee
32 shall review previously presented information and administrative decisions, and conduct
33 any necessary meetings and investigations. The Superintendent/designee shall provide a
34 written decision to the grievant within ten (10) days after receipt of the appeal.
35

36 Level IV: If, after receiving the Level III decision, the grievant continues the allegation of
37 violation, misapplication, or misinterpretation, the Association may submit the written
38 grievance to mediation by notifying the Superintendent/designee within twenty (20) days of
39 receipt of the Level III decision. The mediator shall be the person jointly selected by the
40 Employer and the Association.
41

42 The mediator shall have authority to meet with the grievant and authorized representatives
43 of the Employer and the Association and make procedural rules consistent with this
44 Agreement. Such meetings shall be held as promptly as practicable after the request for
45 mediation and the mediator shall issue an advisory opinion within a reasonable time but
46 no later than sixty (60) days after the date of selection.
47

48 The mediator shall be without power or authority to alter, amend or modify any of the
49 terms of this Agreement or to offer any opinion which is contrary to or violative of the terms
50 of this Agreement. The opinion of the mediator shall be submitted in writing setting forth
51 findings of fact and conclusions and will be binding unless dismissed by a majority vote of

1 the Board voting at a public meeting within twenty (20) days of its receipt. Prior to the
2 Board voting the Association shall have the right to have a representative appear and
3 present the Association's position.
4

5 The costs for the services of the mediator, including per diem expenses, if any, travel and
6 subsistence expenses and the cost of any hearing room will be borne equally by the
7 Employer and the Association. All other costs will be borne by the party incurring them.

8 Section F Grievances Arising From Other Than Immediate Supervisor 9

10 An employee who believes that there is a basis for a grievance arising from an action or inaction
11 on the part of an administrator other than the immediate supervisor may initiate a grievance with
12 the administrator which shall be handled using the same procedure and timelines provided for in
13 Sections D and E.
14

15 Section G Grievance Meetings and Hearings 16

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

21 Section H General Provisions 22

- 23 1. The time limits provided for in this Grievance Procedure shall be strictly observed unless
24 extended by mutual agreement. Failure of the employee to proceed with the
25 complaint/grievance within the time limits provided shall result in its dismissal. Failure of
26 the administrator(s) to respond within the time limits provided shall entitle the employee to
27 proceed to the next step in the Grievance Procedure.
28
- 29 2. A grievance may be withdrawn by the employee at any time and at any step of the
30 Grievance Procedure; provided, however, the same grievance shall not be filed the
31 second time by the same employee after the grievance has been withdrawn.
32
- 33 3. The filing of a grievance shall in no way interfere with the responsibility of the employee to
34 fulfill assigned duties.
35
- 36 4. The employee and the Association are required to exhaust the Grievance Procedure
37 before seeking alternative remedies including rights to which they are entitled under the
38 law.
39
- 40 5. The commencing of a legal or administrative appeal proceeding by an employee or the
41 Association against the Employer in a court of law or equity or any Federal or State
42 administrative agency alleging misapplication or misinterpretation of any provisions of this
43 Agreement shall be deemed an election of remedy and a waiver by said employee or
44 Union of their right to resort to the Grievance Procedure.
45
- 46 6. All official grievance records shall be kept separately from the personnel files.
47
- 48 7. Grievance forms shall be prepared by the Employer and reviewed by the Association
49 which shall have the responsibility for the distribution of the approved forms for filing
50 grievances. The costs of the grievance forms shall be borne by the Employer.
51

- 1 8. The Association shall only be entitled to initiate with the appropriate administrator and
2 process through Section D and the applicable steps of Section E a complaint/grievance
3 alleging violation, misapplication, or misinterpretation of a provision(s) within this
4 Agreement specific to Association rights and entitlements, and those which affect a
5 substantial number of employees district-wide.
6
- 7 9. Grievance decisions and appeals under Section E shall be in writing with copies
8 transmitted promptly to the grievant, Association and Superintendent/designee(s).
9

10 11 12 ARTICLE XXIII - PRINTING

- 13
14 1. Copies of this Agreement shall be printed by the Employer and distributed promptly to all
15 employees by the Association which shall obtain a signed receipt kept available for
16 inspection.
- 17 2. The Employer shall furnish a reasonable number of copies to the Association for its use.
18
19

20 21 ARTICLE XXIV - SAVINGS

22 Should an article, section or clause of this Agreement be determined by the appropriate agency
23 or court to be illegal or contrary to federal, state or local law or regulations, it shall be
24 automatically deleted. The remaining articles, sections and clauses shall remain in full force
25 and effect for the established duration, if not affected by the deleted article, section or clause.
26
27

28 29 ARTICLE XXV - DURATION

- 30 1. The Employer agrees to take such action as necessary to give full force and effect to the
31 provisions of this Agreement. The provisions contained within this Agreement supersede
32 and cancel any previous understandings or any duty of the Employer to continue any other
33 policy, rule, or practice and shall supersede any rules, regulations, or practice of the
34 employer which are contrary. The Employer shall make no change in wage rates or
35 compensable benefits specifically included in this Agreement without prior notification of
36 and, to the extent practicable, participation by the Association.
37
- 38 2. Either the Employer or the Association desiring changes, additions, or deletions in this
39 Agreement shall notify the other in writing after which a conference must be held within
40 thirty (30) days.
41
- 42 3. Article X (Compensation) will re-open June 30, 2005.
43
- 44 4. The provisions contained within this Agreement shall be effective from July 1, 2004
45 through June 30, 2008.
46
- 47 5. This Agreement as contained herein is made by and between the Employer and the
48 Association as of June 28, 2004.

1 Jefferson County Board of Education

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5 _____
6 Joseph L. Hardesty, Chairman
7

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9 _____
10 Stephen W. Daeschner, Ph.D.
11 Superintendent
12

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14 _____
15 William S. Eckels, Executive Director
16 Human Resources
17

18 _____
19 Carolyn Meredith, Chief Negotiator
20 Director, Employee Relations
21

22 Jefferson County School Food Service Association

23
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25 _____
26 Kelly Borders, President
27

28
29 _____
30 Wanda Woosley, President-Elect
31

32
33 _____
34 Betty McMichael, Treasurer
35

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37 _____
38 Darlene Blevins, Secretary
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43 Judy Tracey
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JEFFERSON COUNTY BOARD OF EDUCATION NEGOTIATION TEAM

Carolyn Meredith, Chief Negotiator
Director, Employee Relations

Cheryl Sturgeon, Director
School and Community Nutrition Services

Pat Craddock, Specialist II
Personnel Services

Kathy Welch, Assistant Director
School and Community Nutrition Services

Kaye Green, Coordinator, Records and Reports
School and Community Nutrition Services

Julia Bauscher, Manager Nutrition Service Center
School and Community Nutrition Services

Harold Russell, Principal
Buechel Metropolitan High School

Louis Hughley, Principal
Knight Middle School

Larry Foley, Principal
Jeffersontown Elementary School

JEFFERSON COUNTY SCHOOL
FOOD SERVICE ASSOCIATION

Delcia Cook, Nutrition Services Manager
Kerrick Elementary School

Betty McMichael, Nutrition Services Manager
Rutherford Elementary School

Darlene Blevins, Nutrition Services Manager
Stonestreet Elementary School

Wanda Woosley, Nutrition Services Manager

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Medora Elementary School

Kelly Borders, Nutrition Services Manager
Westport Traditional Middle and Fine Arts Academy

Brenda Kuriger, Nutrition Services Lead Assistant
Nutrition Services Center

Judy Tracey, Nutrition Services Lead Assistant
Nutrition Services Center

Becky Lanham, Nutrition Services Manager
Butler Traditional High School

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Jefferson County Food Service Association
 July 1, 2005 through June 30, 2010

ARTICLE X – COMPENSATION

Section A Wage/Wage Rates

1. Paydays shall be on a biweekly basis normally every other Friday following courier service delivery except when they fall on a paid holiday, in which case they shall be the preceding workday.
2. The Association shall be entitled to submit and discuss with the Employer information, opinions, and proposals on wage rates which shall not be reduced except as a result of balancing the budget.
3. Direct deposit to one account will be required for all employees.

Classified Hourly Rates – Job Family IB
 Represented by JCSFSA

SALARY SCHEDULE IB
 2005-06

SALARY/ GRADE	0	1	2	3	4	5	6	7	8	9	10
5	12.49	13.18	13.84	14.62	15.33	16.05	16.77	17.51	18.20	18.95	19.73
4	11.61	12.22	12.83	13.54	14.22	14.88	15.56	16.24	16.90	17.58	18.31
3	10.58	11.12	11.70	12.36	12.94	13.55	14.17	14.79	15.38	16.01	16.66
2	9.59	10.13	10.63	11.25	11.80	12.37	12.90	13.47	14.02	14.59	15.20
1	8.68	9.14	9.59	10.13	10.62	11.13	11.63	12.13	12.65	13.15	13.69
FS	0.00	8.14	8.58	9.05	9.47	9.94	10.38	10.82	11.26	11.72	12.18

SALARY SCHEDULE IB
 2006-07

SALARY/ GRADE	0	1	2	3	4	5	6	7	8	9	10
5	12.99	13.70	14.40	15.20	15.94	16.69	17.44	18.21	18.93	19.71	20.52
4	12.07	12.71	13.34	14.08	14.79	15.48	16.19	16.89	17.57	18.28	19.04
3	11.00	11.57	12.17	12.85	13.46	14.09	14.74	15.38	16.00	16.65	17.33
2	9.98	10.54	11.06	11.70	12.27	12.86	13.41	14.01	14.58	15.17	15.81
1	9.02	9.50	9.98	10.54	11.05	11.58	12.10	12.62	13.15	13.67	14.24
FS	0.00	8.46	8.92	9.41	9.85	10.33	10.80	11.25	11.71	12.18	12.67

SALARY SCHEDULE IB
 2007-08

SALARY/ GRADE	0	1	2	3	4	5	6	7	8	9	10
5	13.51	14.25	14.97	15.81	16.58	17.36	18.14	18.94	19.69	20.50	21.34
4	12.55	13.21	13.87	14.64	15.38	16.10	16.83	17.57	18.27	19.01	19.81
3	11.44	12.03	12.66	13.36	13.99	14.66	15.33	15.99	16.64	17.31	18.02
2	10.38	10.96	11.50	12.16	12.76	13.38	13.95	14.57	15.17	15.78	16.44
1	9.39	9.88	10.38	10.96	11.49	12.04	12.58	13.12	13.68	14.22	14.81
FS	0.00	8.80	9.28	9.78	10.24	10.75	11.23	11.70	12.18	12.67	13.18

Grade 5 – Nutrition Services Manager with 60 or more labor hours

Grade 4 – Nutrition Services Manager
Grade 3 – Nutrition Services Managing Assistant
Grade FS – Nutrition Services Assistant and Nutrition Services Lead Assistant (plus appropriate increment)

Effective July 1, 1987, costs for step increases will be provided as follows: 0 thru 5 – 1 step for those accumulating at least 1 year credited experience with the school system since July 1, 1985; 6 thru 8 – 1 step for those accumulating at least 2 years credited experience with the school system since July 1, 1985. This step/experience schedule will be in effect thereafter until changed.

Career incentive increments for credited experience as recognized by the Jefferson County Schools:

	<u>2005-2010</u>
After 13 years-excluding overtime/dock time	\$.20 per hour
After 18 years-excluding overtime/dock time	plus \$.11 per hour
After 23 years-excluding overtime/dock time	plus \$.12 per hour
After 25 years-excluding overtime/dock time	plus \$.13 per hour

Section B Insurance and Retirement

1. Health and hospitalization insurance on single premium basis or same premium dollar amount for Health Maintenance Organization - when full premium paid by State.
2. \$20,000 term life insurance - when full premium paid by State.
3. Term life insurance equal to one(1) times annualized earnings with \$10,000 minimum computed from appropriate placement on the Job Family IB - full premium paid by Employer.
4. Workers compensation - full premium paid by Employer.
5. Long-term disability insurance - full premium paid by Employer.
6. Unemployment compensation - full premium paid by Employer.
7. Liability insurance - full premium paid by Employer.
8. Voluntary Employee Group Insurance Program - full premium paid by employee through payroll deduction (for approved coverages recommended by Insurance Advisory Committee.)
9. Social Security - Employer Share.
10. County Employees Retirement System (CERS) - Employer Share.

Section C TB Tests

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

Section D Payroll Deductions

1. Charitable campaigns approved by the Employer
2. Approval Tax-Deferred Annuities
3. Classroom Teachers Federal Credit Union

Section E Fringe Benefit Pool Contribution

An amount of money equal to 3.5% of annualized regular straight time wages plus career incentive increments (excluding extra earnings and overtime) prorated to amount of time for which they are credited shall be paid for each employee for the purchase of one (1) or more approved coverages recommended by the Insurance Advisory Committee.

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

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

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

Section F Early Retirement Benefit

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

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

Section G Me-too agreement based on the percentage increase applied to the teachers salary schedule through June 30, 2010.

Article XXV – Duration

1. The Employer agrees to take such action as necessary to give full force and effect to the provisions of this Agreement. The provisions contained within this Agreement supersede and cancel any previous understandings or any duty of the Employer to continue any other policy, rule, or practice and shall supersede any rules, regulations, or practice of the Employer which are contrary. The Employer shall make no change in wage rates or compensable benefits specifically included in this Agreement without prior notification of and, to the extent practicable, participation by the 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, 2005 through June 30, 2010.
4. This Agreement as contained herein is made by and between the Employer and the Association as of June 23, 2005.