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Name

JCBE-SEIU AGREEMENT, 2005/2010

Distributed to Employees by:

Service Employees International Union Local 320
6801 Dixie Highway, Suite 122
Louisville, Kentucky 40258

Published and Paid for by:

Jefferson County Board of Education
3332 Newburg Road
Louisville, Kentucky 40218

EXTRA COPIES \$3.00 EACH

Jefferson County 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 Jefferson County Public School District.
2. Union means the Service Employees International Union, Local 320.
3. Employee means any person included in the representation unit belonging to the Union.
4. Members or Membership means only those employees in the representation unit belonging to the Union.
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) in initial probationary or permanent employment, 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 of initial probationary or permanent employment following last break in service; ties to be broken by earliest birthday in month of birth and lot respectively.
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 the 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 or improved research, development, 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 Employer; and direct the work force.

1 ARTICLE III - RECOGNITION

2
3 The Employer recognizes the Union as official representative of regular, full-time (excluding
4 initial probationary, part-time, temporary, seasonal and substitute) custodian, and
5 housekeeping utility employees in Job Family IB for the purpose of exchanging information,
6 opinions, and proposals to endeavor to reach collectively negotiated agreement on wage rates,
7 duty hours, working conditions which have substantial economic impact on the employees, and
8 procedures for settling disputes which may arise under this collectively negotiated (bargained)
9 agreement.

10
11
12 ARTICLE IV - UNION RIGHTS

- 13
14 1. Dues Deduction and Fair Share Fee Union membership dues including initiation fee, if
15 any, of those eligible for representation shall be deducted in twenty-four (24) equal
16 amounts from the paychecks of employees, except for those who notify the employer
17 expressly and individually in writing within ten(10) days after eligibility for representation or
18 during July following the effective date of the Agreement that such dues are not to be
19 deducted. Such monies shall be transmitted to the Union.

20
21 Union membership dues including initiation fees shall not be deducted from the
22 paychecks of employees who notify the Employer expressly and individually in writing that
23 such dues are not to be deducted. Employees who are included in the collective
24 bargaining unit, but decline membership, as stated above, shall be required to pay, in lieu
25 of union dues, a fair share fee equal to the part of the union dues that the union is entitled
26 to be paid under applicable federal and state law for representing the non-member
27 employees in matters of collective bargaining, grievance and contract administration. The
28 fair share fee will be deducted automatically from the wages of each non-member
29 employee beginning with the effective date of this Agreement, in twenty-four (24) equal
30 amounts for so long as the non-member employee is not a member of the Union. Such
31 monies shall be transmitted to the Union.

32
33 The Union shall annually certify in writing the current and proper amount of its
34 membership dues, initiation fee, and fair share fee, at least thirty (30) days prior to the
35 initial deduction. The union shall provide to the employer written notice thirty (30) days
36 prior to any fair share fee deduction, and annually thereafter, an affidavit which states the
37 amount of the fair share fee (which shall not exceed the amount of the dues uniformly
38 required to be paid by members of the Union) together with an audit by an independent
39 certified public accountant clearly setting forth the method by which the fair share fee was
40 calculated, including a list of the major categories of the union's budgeted expenses
41 specifying which expenses were included and excluded in determining the fair share fee.
42 The union shall provide to each non-member employee identified to the union by the
43 employer a notice which shall include a copy of the current affidavit described above and
44 a statement that the amount of the fair share fee may be challenged by the non-member
45 employee (1) through the union's internal appeal procedure, culminating in arbitration, by
46 sending a letter to the union by certified or registered mail or hand delivery, (2) by filing a
47 request for decision with the Louisville Labor-Management Committee, with a copy to the
48 union, or (3) after completing either of the aforementioned then the employee may file a
49 complaint against the union in a court of competent jurisdiction. The notice shall state the
50 manner in which a non-member employee may obtain a copy of the union's internal

1 appeal procedure or file a request for decision with the Louisville Labor-Management
2 Committee.

3
4 All challenges must be in writing and must be mailed, delivered or filed not later than sixty
5 (60) days after receipt by the non-member employee of the notice. Upon receipt of a
6 challenge, the union shall deposit into an interest-bearing escrow account, separate from
7 all other union funds, the amount of all fair share fee payments received on behalf of the
8 challenging non-member employee that is placed in issue by the challenge. The escrow
9 agreement for the escrow account shall provide that the escrowed funds shall be released
10 from the escrow account only in compliance with the terms of an ultimate arbitration
11 award, Louisville Labor-Management Committee decision or final judgment of a court,
12 including any appeals, or by the terms of a mutually agreeable settlement between the
13 union and the challenging non-member employee.

14
15 The final amount of the fair share fee as determined by the arbitration award, Louisville
16 Labor-Management Committee decision or judgment of a court shall reflect only those
17 expenses affirmatively related to representing the non-member employee in matters of
18 collective bargaining, grievance and contract administration. The union shall have the
19 burden of proving such affirmative relation. The union shall provide to the arbitrator,
20 Louisville Labor-Management Committee, or court, as applicable, all financial and other
21 records of the union deemed relevant by the adjudicating body.

22
23 The union shall indemnify and save harmless the Employer and its members, officers,
24 employees and agents against any liability that may arise out of or by reason of any
25 action taken by the Employer consistent with the foregoing provisions relating to the fair
26 share fee, including reasonable attorney's fees. In the event the Employee should be
27 held liable or responsible for repayment of any fair share fee amounts paid to the union
28 pursuant to the Agreement, the union shall reimburse such monies to the Employer.

- 29
30 2. Courier Service The Union shall have the right to use the district courier service to
31 communicate with employees covered by this Agreement. Communications sent through
32 the courier service shall be considered personal and shall not be opened by any person
33 other than the addressee. Two (2) copies of material(s) sent through the courier service,
34 distributed on the Employer's property, or posted shall be provided in advance to the
35 Superintendent/designee and one (1) copy shall be provided in advance to each chief
36 building administrator where the material is distributed. The Union shall save the
37 Employer harmless against claims, legal or otherwise, which relate to the Union's use of
38 the courier service or posting of materials.
- 39
40 3. Bulletin Boards The Union shall have the right of posting notices of its activities and
41 matters of concern to employees represented by the Union in a conspicuous place
42 designated by the chief building administrator at each work location. A copy of any
43 posted material shall be provided to the Superintendent/designee and the chief building
44 administrator before it is posted.
- 45
46 4. Political Material Material endorsing or opposing a political position or candidate for
47 public office, material encouraging employees to violate any law, regulation, policy, or
48 administrative rule of the Employer, or material which has as its effect the interfering with
49 employees' rights under law shall not be posted, distributed through the courier service or
50 distributed in any manner on the Employer's property by the Union or for its benefit.

- 1 5. Meeting Space The Union may use facilities designated by the Employer for meetings
2 before or after the employees' normal work hours for which the Union shall pay the
3 Employer's regular fees for special custodial services or damage and for which the Union
4 shall save the Employer harmless against any claims, legal or otherwise, which may arise
5 therefrom.
6
- 7 6. Union Business The Union president/-designee and one (1) employee at each work
8 location designated by the president shall have the right exclusively to transact Union
9 business at work locations to which the employees are regularly assigned at such times
10 before and after employee duty hours and during scheduled meal and rest breaks as will
11 not interfere with or disrupt operations provided the Union president/designee has
12 previously registered with the chief building administrator and immediate supervisor
13 where applicable. The Union shall provide the Superintendent/designee with a list of the
14 names and work locations of all persons authorized to transact Union business at work
15 locations.
16
- 17 7. Board Agenda The Employer shall provide the Union upon request a copy of the official
18 agenda in advance of regular Board meetings except for those items privileged by law.
19
- 20 8. Employer-Union Relations Meetings The Superintendent/designee(s) shall provide time
21 to meet bimonthly with not more than four (4) representatives of the Union to discuss
22 administration of this Agreement and other matters of mutual concern.
23
- 24 9. Change Meetings When the Employer contemplates any change(s) in wage rates, hours,
25 compensable benefits, or procedures specifically included in this Agreement which have a
26 substantial economic impact upon the employees the Union shall be notified in advance
27 of and, to the extent practicable, participate in discussion prior to such change(s).
28
- 29 10. Union Leave The Union shall be entitled to designate individual employees to be granted
30 unpaid leave in an aggregate amount not exceeding twenty (20) days per year to be
31 taken in full days for the conduct of necessary Union business, such designation to be
32 made in writing by the Union to the Superintendent/designee normally at least ten (10)
33 days in advance of the leave usage. The employee taking the Union leave shall inform
34 the supervisor at least five (5) days in advance of the leave usage. The Union shall
35 reimburse the Employer for the salaries of employees on Union leave.
36
- 37 11. Custodian's First-Line Supervisors The Union recognizes plant operators as the first-line
38 supervisor of custodian employees responsible to the principal for assignment of work,
39 performance evaluation, discipline, and grievance handling functions and other
40 managerial duties as assigned by the Employer in addition to direct responsibility for the
41 supervision and direction of custodian employees placed in their charge in order to
42 implement the housekeeping and preventive maintenance programs at the
43 school/location. In the absence of a plant operator, the principal or unit director, or an
44 administrator designated by the principal or unit director shall be the first line supervisor
45 for custodians.
46
- 47 12. Technology Changes The Employer shall make every reasonable effort to notify the
48 Union at least two (2) months in advance of the introduction of automation or equipment
49 which will likely result in, (a) a reduction or displacement of employees, (b) substantial
50 change in the job to which employees are assigned, or (c) change salary classification of

1 the jobs.

- 2
- 3 13. Addressing Board of Education The Union has the right to speak in a public meeting of
4 the Board of Education on matters not covered by the provisions of this Agreement. The
5 Employer shall be provided advance notice as to intent to speak, subject of address and
6 reason therefor.
- 7
- 8 14. The Board expects to provide to the extent practicable equitable salary levels, fair
9 personnel practices and procedures, and good working conditions. All personnel policies
10 will be implemented as approved by the Board of Education.
- 11

12

13 ARTICLE V - NON-DISCRIMINATION

14

- 15 1. The contents of this Agreement shall be applied to all employees eligible for
16 representation by the Union without regard to race, creed, color, sex, age, disability,
17 veteran status, national origin, marital status, or Union membership status.
- 18
- 19 2. No rights of employees under the law shall be abridged by the Employer or the Union.
- 20

21

22 ARTICLE VI - HOURS AND OVERTIME

23

- 24 1. A thirty (30) minute non-compensated duty-free meal break shall be provided for
25 custodian and housekeeping utility employees. Such break shall be assigned by the
26 appropriate supervisor.
- 27
- 28 2. A ten (10) minute paid rest break shall normally be provided to custodian and
29 housekeeping utility employees for each consecutive four (4) hour period of service.
- 30
- 31 3. Custodian and housekeeping utility employees who report to work at the beginning of
32 their regularly scheduled duty time when the Employer has not attempted to notify them
33 not to report and who are subsequently relieved of duty for that day shall be paid for a
34 minimum of two (2) hours.
- 35
- 36 4. Custodian and housekeeping utility employees who are required to perform work in
37 excess of their regularly scheduled number of hours short of overtime shall be
38 compensated for the extra hours at their scheduled straight-time hourly wage rate.
- 39
- 40 5. The opportunity for scheduled overtime for custodian and housekeeping utility employees
41 shall be equitably distributed in the affected job classification by work location using the
42 following factors for the assignment of such overtime in a non-discriminatory manner:
- 43
- 44 a) preference of the employees,
45 b) the employees who normally do the work to be done,
46 c) the attainment of the required skill levels by experienced employees which are needed
47 for the particular type of work to be performed, and
48 d) the maintenance of continuity and efficiency.
- 49
- 50 6. Authorized and approved work performed in excess of forty (40) hours credited to the

1 custodian and housekeeping utility employees per workweek shall be considered as
2 overtime and shall be compensated at the rate of one and one-half (1 1/2) times the
3 employee's scheduled straight-time hourly wage rate.
4

- 5 7. Time worked for purposes of overtime compensation shall include approved paid leave
6 days including paid holidays but shall not include meal breaks, docked time, unpaid leave
7 time, or other approved unpaid absences from duty.
- 8 8. Overtime must be scheduled by the principal or appropriate administrative unit director.
9
- 10 9. Overtime compensation for each unscheduled call-out from home for custodian and
11 housekeeping utility employees shall be for a minimum of two (2) hours.
12
- 13 10. Employer-authorized and approved work performed in excess of forty (40) hours credited
14 to a designated employee per workweek for weekend and holiday building checks shall
15 be considered as overtime and shall be compensated at the rate of one and one-half (1
16 1/2) times that employee's scheduled straight time hourly wage rate in accordance with
17 the following facility sizes:
18
 - 19 1 Hour - 99,999 or less square feet
 - 20 1 1/2 Hours - 100,000 or more square feet
 - 21 2 Hours - 250,000 or more square feet
22
23

24 ARTICLE VII - WORKING CONDITIONS 25

- 26 1. Parking facilities shall be provided for the employees.
27
- 28 2. Employees who are required to use their personal automobile in transportation from their
29 regularly assigned work location to another location in the performance of their duties
30 shall be paid mileage at the regular rates and according to the rules established by the
31 Employer.
32
- 33 3. Work schedules, including beginning and ending of the workday and scheduled normal
34 meal and rest breaks as assigned by the plant operator or in the absence of a plant
35 operator, the principal or unit director, or an administrator designated by the principal or
36 unit director shall be posted on the designated bulletin board. Adjustments in work
37 schedules may be made to equitably redistribute the necessary work when absences
38 occur.
39
- 40 4. Uniforms are required and the Employer shall provide them without cost to the affected
41 employees who shall wear them and shall be responsible for their security.
42
- 43 5. Employees shall be entitled to provide advice and make recommendations with regard to
44 uniforms and tools.
45
- 46 6. Every reasonable effort will be made to equitably distribute the regularly assigned
47 workload within a work location. Housekeeping services staff will advise with principals
48 regarding such effort and may review such assignments upon request of the employees
49 at a location who have previously discussed their unresolved concerns with the principal.
50 Employees from among those nominated by the Union shall be appointed to a time study

1 committee established by the Employer for the purpose of assisting the housekeeping
2 staff in reviewing and making recommendations.

- 3
4 7. Duties outside housekeeping functions may be assigned but, to the extent practicable,
5 employees will normally and regularly be assigned housekeeping duties only.
6

7
8 ARTICLE VIII - SAFETY
9

- 10 1. The Employer shall be responsible for providing and maintaining a safe place of
11 employment. The employee shall be responsible for reporting observed unsafe or
12 hazardous practices or conditions to the immediate supervisor or appropriate
13 administrator who shall contact duly qualified personnel who will make a timely inspection
14 and take steps to remedy the condition.
15
16 2. The Employer shall investigate reports by employees of unsafe or hazardous practices or
17 conditions made on the appropriate safety form and shall provide a written response to
18 such reports.
19
20 3. Employees are prohibited from having personal visitors (i.e., relatives, friends, children,
21 salespersons, attorneys) at the work site during work hours.
22
23 4. Employees shall not be required to work under conditions determined by qualified
24 administrative personnel to be detrimental to their health, safety and well-being. To this
25 end, each employee has the responsibility to cooperate and to encourage others to work
26 in a safe manner.
27
28 5. Employees shall use and maintain the safety equipment and protective devices furnished
29 and required by the Employer necessary to meet recognized safety standards.
30
31 6. Employees, individually and through the Union, shall be entitled to present advice and
32 make recommendations to the Employer with respect to improving safety awareness and
33 practices associated with their work assignments.
34

35
36 ARTICLE IX - EXTRA EMPLOYMENT
37

- 38 1. Employees who request it on the appropriate form within the established timelines shall
39 be given consideration for work as temporary employees in voluntary assignments which
40 occur beyond their regularly scheduled work year and which are directly and similarly
41 related to their regular jobs and for which the Employer deems them best qualified.
42 Employees who are chosen for such assignments shall be selected after laid-off
43 personnel have been first considered and before applicants who are not currently
44 employed by the Jefferson County Public Schools are considered.
45
46 2. Those chosen as temporary employees for extra employment assignments shall be paid
47 from the salary schedule currently in effect for temporary employees as of the time the
48 services are rendered. No other article shall be applicable.
49

50 ARTICLE X – COMPENSATION

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Compensation percentage increase equal to the percentage increase applied to the JCTA salary schedule, not to include any other compensation modifications to any other bargaining agreements, for the duration of the Agreement.

Section A Wages/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 Union 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. The wage rate, career increments, shift differentials and other items in Article X will be funded provided the Employer's funding/reimbursement rates (local, state, and federal) do not decrease as projected in the 1998-99 budget and provided projected funding/reimbursement rates in the pupil transportation, capital outlay and current expenses categories combinations thereof, maintain for 1999-00, 2000-01, and 2001-02. In the event these funding/reimbursement rates are not increased as stipulated or if increased funding/reimbursement rates available for Employee salaries in these categories exceed the amounts stipulated, Article X will be renegotiated at the option of the Employer.
4. All employees will be paid at the same step in 1992-93 as they were in 1991-92.
5. Direct deposit to one account will be mandatory for all employees.

1 **Insert Salary Schedule(s)**

1 **Insert Salary Schedule(s)**

1 Shift differentials:

2 Second - \$.26 per hour

3 Third - \$.38 per hour

4
5 Temporary reassignment: When a custodian or lead custodian employee is scheduled to
6 replace an employee in a higher classification for other than training purposes, that employee
7 shall be compensated at the rate of the first step on the higher grade providing an increase for
8 the time worked of approximately five (5) percent (%).

9
10 Section B Insurance and Retirement

- 11
12 1. Health and hospitalization insurance on single premium basis or same premium dollar
13 amount for Health Maintenance Organization - when full premium paid by State.
14
15 2. \$20,000 term life insurance - when full premium paid by State.
16
17 3. Term life insurance equal to one (1) times annualized earnings computed from appropriate
18 placement on the Wage Rate Schedules - full premium paid by Employer.
19
20 4. Cancer insurance for individuals - full premium paid by Employer.¹
21
22 5. Workers compensation - full premium paid by Employer. (See medical leave.)
23
24 6. Long-term disability insurance - full premium paid by Employer.
25 7. Unemployment compensation - full premium paid by Employer.
26
27 8. Liability insurance - full premium paid by Employer.
28
29 9. Voluntary Employee Group Insurance Program - full premium paid by employee through
30 payroll deductions (any or all coverages):
31
32 a) Homeowners or Renters Insurance
33 b) Automobile Insurance
34 c) Term Life Insurance - Employee and Family
35 d) Accidental Death and Dismemberment Insurance - Employee and Family
36
37 10. Social Security (FICA) - Employer share.
38
39 11. County Employees Retirement System (CERS) - Employer share.

40
41 Section C TB Tests and Medical Examinations

42
43 The Employer shall pay the cost of required TB tests and medical examinations when they are
44 obtained through the services designated by the Employer.

45
46 Section D Payroll Deductions

- 47
48 1. U.S. Savings Bonds

¹ By mutual consent of the parties this benefit may be cancelled and the premiums applied to another benefit.

- 1 2. Charitable campaigns approved by the Employer
- 2
- 3 3. Approved Tax-deferred Annuities
- 4
- 5 4. Credit Union
- 6
- 7 5. SEIU Committee on Political Education (COPE) with same standard deduction for all
- 8 contributors
- 9

10 Section E Fringe Benefit Pool Contribution

11

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

17

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

23

24 The cash benefit selected by an employee will be adjusted by an amount sufficient to
25 recompense the Employer for any extra costs related to the Employer's match on Social
26 Security and/or retirement contributions associated with that benefit. When the employee has
27 not made a selection or when a balance remains after selection, the employee shall be deemed
28 to have selected the cash option. Benefits may be added or deleted because of changes in tax
29 laws, regulations, number of benefit participants, economic or other conditions. The Union shall
30 have first been provided an opportunity to review the additions/deletions and to have given its
31 input before implementation.

32

33 Section F Early Retirement Benefit

34

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

40

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

44

45

46 ARTICLE XI - LEAVES OF ABSENCE

47

48 Section A Sick Leave

- 49
- 50 1. Sick leave with pay shall be granted if the employee presents a personal affidavit or a

1 certificate of a reputable physician stating that the employee or a member of the
2 employee's "immediate family"² was ill on the day or days absent and providing the
3 employee has not exhausted all of the current and accumulated sick leave credit.
4

- 5 2. Employees shall earn one (1) day sick leave per month or major portion thereof credited
6 on the basis of the number of months of employment not to exceed twelve (12) days
7 annually with pay. The unused portion of the sick leave allowance may accumulate
8 year-to-year without limitation.
9
- 10 3. When an employee becomes ill on the job the employee may choose to take sick leave or
11 be docked for the time not worked.
12
- 13 4. Sick leave may be taken in whole days only, except that a custodian or housekeeping
14 utility employee may take one-half (1/2) day sick leave not more than four (4) times within
15 a running 12-month period in which case an attending physician's statement may be
16 required.
17
- 18 5. If an employee uses all accumulated sick leave and is still unable to return to assigned
19 duties, prior to its expiration the employee may apply for and be placed on unpaid medical
20 leave of absence at which time it becomes the responsibility of the employee to assume
21 the payment of all insurance premiums not provided for in the Family and Medical Leave
22 Act, if eligible. Prior to returning to work the employee needs to contact the Benefits
23 Office regarding being reinstated in insurance programs.
24
- 25 6. Unused sick leave will not be paid upon layoff, resignation, or discharge of employees.
26
- 27 7. A physician's written verification of illness from a physician's office, clinic or hospital shall
28 be required after the third occurrence³ of absence within a work year, any absence of
29 three (3) consecutive days or more, or during CATS testing. Excessive use of sick leave
30 shall be considered cause for disciplinary action and failure to provide medical
31 documentation may result in denial of sick leave.
32
- 33 8. When an employee is to be absent from work, the principal or administrative unit
34 director/designee must be notified prior to that absence. An employee shall not be
35 required to call each day of a prolonged absence provided the employee has informed the
36 administrator during the initial notification of the specific days of anticipated absence.
37 Failure to provide timely notice of any absence may result in a denial of sick leave.
38
- 39 9. An employee may use paid sick leave for illness or disability resulting from pregnancy.
40
- 41 10. When an illness causes an employee to exhaust paid leave of absence and the employee
42 still is unable to return to work, excused unpaid leave of absence may be granted upon
43 submission of a physician's statement verifying the need for continued absence. Such
44 excused unpaid absence may be granted as extended Medical Leave or for a maximum
45 of five (5) consecutive days after which unpaid medical leave must be requested
46 retroactive to the first day of unpaid absence.

² "Immediate family" means the employee's spouse, children, including stepchildren, parents and spouse's parents without regard to the location of the resident of said relative.

³ Occurrence means a single event or episode of illness (one to many consecutive days).

1 11. Second shift employees shall contact their supervisor a minimum of three (3) hours before
2 the beginning of their shift to request sick leave.

3
4 First shift employees shall contact their supervisor a minimum of two (2) hours before the
5 beginning of their shift to request sick leave.

6
7 Section B Medical Leave

8
9 1. When an employee has been advised by a physician or otherwise knows of an
10 interruption in ability to work because of known or anticipated medical reasons, the
11 employee shall notify the Division of Personnel Services and upon request be granted an
12 unpaid medical leave of absence. Such notice shall be in writing and accompanied by an
13 attending physician's statement indicating the anticipated date of interruption in ability to
14 work, whether the employee may resume the assignment and the anticipated date of
15 return. The employee shall not continue to work past the date indicated in the attending
16 physician's statement.

17
18 2. Medical Leave of absence may be granted for a period of one (1) work year or less and
19 renewed for one (1) additional work year. At the end of the second work year, if the
20 employee is unable to return to work, the employment shall be terminated.

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

- 24
25 a. such position has not been eliminated during the employee's absence for any valid
26 reason,
27 b. the employee's planned absence does not exceed sixty (60) days,
28 c. the employee is medically able to fulfill the duties of the position,
29 d. the employee asked that a position be kept available at the time the leave was
30 requested, and
31 e. the employee would not have been laid-off had leave not been taken.

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

35
36 4. Time for which an employee qualifies for workers compensation payments while on
37 medical leave directly resulting from accidents sustained in the course of fulfilling job
38 responsibilities shall count as service time for purposes of salary step placement when
39 combined with regularly paid days. A maximum of one (1) step shall be allowed for those
40 on workers compensation effective from July 1, 1982.

41
42 5. Employees who qualify for and are awarded workers compensation payments shall be
43 placed on medical leave with unused sick leave coordinated with the workers
44 compensation payments so as to sustain the level at a total of 100% regular wages.
45 When the employee uses all accumulated sick leave and is still unable to return to work,
46 prior to returning to work the employee needs to contact the Benefits Office regarding
47 being reinstated in insurance programs.

1 Section C Emergency Leave

2

3 Each employee shall be credited with two (2) days of paid emergency⁴ leave per year which
4 will not accumulate from year-to-year. Emergency leave shall be granted in units of full days.
5 Proof of emergency shall be required.

6

7 Legitimate reasons for granting emergency leave with pay shall include:

8

- 9 1. death or funeral of relative by blood or marriage (specify relationship), and
10
11 2. emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact
12 reason).

13

14 Section D Personal Leave

15

16 Each employee shall be credited with three (3) days personal leave per year which may be
17 used at the employee's discretion except that personal leave may not be taken during the first
18 five (5) days of the school term, the day before and after days schools are closed for holidays
19 and spring break except under extenuating circumstances, on the last ten (10) days of the
20 school term, or during CATS testing. The following procedures are to be used in order to apply
21 for and use personal leave:

22

- 23 1. the employee must make the request five (5) workdays in advance on the form provided
24 for that purpose;
25
26 2. the request must be approved by the employee's immediate supervisor or appropriate
27 administrator on the basis that the employee's absence will not interrupt or impede the
28 work program; and
29
30 3. permission will not be unreasonably withheld.

31

32 Unused personal leave shall be carried forward to accumulate as sick leave.

33

34 Section E Child Rearing/Adoption/Dependent
35 Convalescence Leave

36

- 37 1. An employee presenting the required evidence shall upon written request to the Division
38 of Personnel Services be granted an unpaid leave of absence necessary to meet child
39 adoption requirements and for the purpose of rearing the employee's pre-school child(ren)
40 or other dependent child/parent or spouse who is unable to care for self in which case a
41 physician's statement shall be required.
42
43 2. A single child rearing/adoption/dependent convalescence leave shall be granted for a
44 period of no less than forty-five (45) days and no more than two (2) consecutive work
45 years or major portions thereof, except that such leave may be taken for less than
46 forty-five (45) days if the employee has exhausted all sick leave and the need is directly
47 related to the illness of the child/dependent.

⁴ Emergency shall mean a sudden unexpected happening; an unforeseen occasion or condition; a sudden or unexpected occasion for action.

- 1 3. The Employer shall keep a position available for the employee to resume duties within the
2 job classification following return from the leave provided:
3
4 a. such position has not been 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 had asked that a position be kept available at the time the leave was
8 requested, and
9 d. the employee would not have been laid-off if leave had not been taken.

10
11 After sixty (60) days the employee will be placed on a list for assignment to open positions
12 when they become available.
13

14 Section F Jury Duty

15
16 An employee who serves on a jury in any duly constituted local, state or federal court shall be
17 granted paid leave less any compensation received as jury pay, for the period of actual jury
18 service.
19

20 Employees claiming pay for jury duty leave shall comply with the following procedures:
21

- 22 1. A copy of the jury subpoena must be provided to the employee's immediate supervisor or
23 appropriate administrator promptly upon receipt of such subpoena involving jury duty
24 service.
25
26 2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll
27 office) must be completed each pay period and forwarded with the Payroll Exception Card
28 which is submitted to the payroll office.
29
30 3. A money order or personal check (payable to the Treasurer, Jefferson County Board of
31 Education) for the amount of compensation received for jury duty excluding travel
32 expense shall be delivered to the principal or immediate supervisor for transmittal to the
33 payroll office.
34

35 Section G Court Appearance Leave

36
37 An employee who is summoned to a local, state, or federal court for reasons directly
38 connected with the employee's employment shall be granted paid leave after properly
39 presenting the approved form certifying the court appearance, except when the employee is a
40 plaintiff or witness against the Employer or its agents, or when the employee is a plaintiff in
41 cases without Employer sanction.
42

43 Section H Military Leave

44
45 Any employee who enters active duty shall be granted an unpaid leave for a period not to
46 exceed the initial period of service. Any employee on military leave and within ninety (90) days
47 after the employee's separation from military service shall upon written application be restored
48 to a position in the employment of the employer, provided the employee shall furnish proof of
49 discharge or separation from service under honorable conditions and be found by a physician
50 selected by the Employer to be in a satisfactory state of health for the performance of duties.

1 Upon return the employee shall be placed on the salary schedule at the level which would have
2 been achieved had the employee remained actively employed in the system during the period
3 of absence.

4
5 Section I Vacation Leave

6
7 1. Twelve-month/260-day employees shall be granted vacation leave according to the
8 Employer's vacation policy and procedure. Such employees shall earn vacation leave
9 based on length of service in the district computed in years as determined by the
10 employee's seniority date plus a maximum of two (2) years credit for military service.

11
12 2. Vacation leave shall be credited monthly with accumulation limited to no more than two
13 (2) times earned annual rate as follows:

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

14
15
16 3. Eligible employees must have been in active pay status more than half of the workdays in
17 a month to qualify for crediting vacation leave.

18
19 4. Employees will be charged with vacation leave only on days upon which they would
20 otherwise work and receive pay.

21
22 5. Vacation leave shall be taken in full days.

23
24 6. Employees shall request vacation leave on the appropriate form as far in advance as
25 practicable and at least ten (10) working days prior to the requested leave days. This
26 provision may be waived in unusual or extreme situations.

27
28 7. Principals or administrative unit directors shall see that employees have opportunities to
29 use vacation leave days and not forfeit them. Vacation leave shall be scheduled by the
30 principals or administrative unit directors in accordance with operating requirements,
31 established administrative guidelines and, insofar as practicable, with the requests of
32 employees.

33
34 8. Upon the death of an employee or upon an employee's request within ten (10) days of
35 resignation, layoff, or discharge cash payment shall be made for accrued vacation at the
36 employee's scheduled wage rate prior to the date of change.

37
38 9. Vacation days will not be granted during CATS testing.

39
40 Section J Holiday Leave

41
42 Twelve-month/260-day employees shall be granted nine (9) paid holiday leave days and less
43 than twelve-month employees shall be granted four (4) such days according to the Employer's
44 policy and procedure. When approved by the principal on the basis that the employee's
45 absence will not interrupt or impede the work program, school-based employees may request
46 and be granted paid personal or unpaid, excused absence for Martin Luther King Day in

1 accordance with established administrative procedures.

2
3 Section K Political Activity Leave

- 4
5 1. Upon written request an unpaid leave of absence may be granted to an employee for not
6 less than thirty (30) days or more than two (2) work years or major portions thereof for the
7 purpose of campaigning for or serving in public office once the employee becomes a
8 candidate for such office.
9
10 2. A position shall be kept available for the employee to resume duties within the job
11 classification following return from leave provided:
12
13 a. such position has not been eliminated during the employee's absence for a valid
14 reason,
15 b. the employee's planned absence does not exceed sixty (60) days,
16 c. the employee had asked that a position be kept available at the time the leave was
17 requested, and
18 d. the employee would not have been laid-off had leave not been taken.
19

20 After sixty (60) days the employee will be placed on a list for assignment to open positions
21 when they become available.
22

23 Section L Education/Training Leave

24
25 Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or
26 more than twelve (12) months may be granted to an employee for purposes of attending a
27 training program approved by the Employer.
28

29 Section M Length of Consecutive Leaves of Absence

30
31 The Employer may deny Child Rearing/Adoption/Dependent Convalescence Leave and
32 Political Activity Leave when the granting of such leave would result in absence from duty for a
33 period longer than two (2) consecutive work years or major portions thereof without at least
34 one (1) intervening year of active service as an employee.
35

36 Section N Notarizing Leave Affidavits

37
38 Notary services shall be provided without charge to employees required to submit personal
39 affidavits for leaves.
40

41 Section O Resumption of Benefits Following Leave

42
43 Unused accumulated sick leave shall be restored to employees resuming service following
44 approved leave. Employees shall be responsible for making arrangements to continue
45 insurance benefits when they would otherwise be interrupted by the approved leave.
46
47
48

1 ARTICLE XII - ASSISTANCE IN ASSAULT⁵

2
3 The Employer shall provide assistance and support to an employee in case of alleged assault
4 while the employee is fulfilling assigned duties when such assault arises out of and directly
5 results from employment responsibilities.
6

7 Section A General Assistance

- 8
9 1. The immediate supervisor shall, on the form provided, report any case of alleged assault
10 on an employee to the appropriate administrator who shall acknowledge receipt of such
11 report.
12
13 2. The administrator shall notify the employee of readiness to assist as follows:
14
15 a. Obtain from police and/or from the immediate supervisor and others relevant
16 information concerning the alleged assault and offenders; and
17 b. Act in other appropriate ways as liaison between the employee, the police, and the
18 courts.
19

20 Section B Legal Counsel

21
22 Upon request, legal advice shall be offered in any criminal action taken by the employee in
23 connection with the alleged assault and assistance in court appearances may be provided
24 when requested by the employee and sanctioned by the Employer.
25

26 Section C Court Appearance

27
28 Time required for a summoned appearance in any criminal aspect of a legal proceeding
29 connected with the alleged assault on an employee sustained in the course of fulfilling
30 employment responsibilities shall be granted as leave and shall not be deducted from sick or
31 emergency leave days when the employee has promptly provided a copy of the summons,
32 complaint, or other legal paper to the immediate supervisor.
33

34 Section D Compensation

35
36 There shall be no loss of wages resulting from an assault for a period up to and including
37 forty-five (45) days subsequent to the first day of absence related to the assault. The first ten
38 (10) days of the forty-five (45) day period will not be deducted from sick leave. The remaining
39 thirty-five (35) days shall be deducted from sick leave to the extent accrued. For periods
40 longer than forty-five (45) days the reimbursement for lost wages shall be limited to benefit
41 programs such as workers compensation. Employees shall be reimbursed for the costs of
42 medical, surgical, hospital or rehabilitative services up to the amount of any insurance
43 reimbursement to which the employee is entitled under coverage provided by the Employer
44 and/or State for personal injury incurred as the result of an assault sustained in the course of
45 employment.
46
47
48

⁵ As defined in criminal laws of Kentucky.

1 Section E Employer Approved Physician

2
3 If there is a question about the ability of the employee to perform duties, the employee may be
4 required to select a physician for examination from a panel of qualified physicians approved by
5 the Employer. All consulting and examination fees resulting from these examinations shall be
6 paid by the Employer.
7

8
9 ARTICLE XIII - TRAINING

- 10
11 1. The Employer shall provide an opportunity for employees to offer advice, suggestions,
12 and opinions during the planning of employee training opportunities.
13
14 2. The Employer shall compensate employees for required training.
15
16 3. Every reasonable effort will be made within the Employer's resources to provide training
17 opportunities for employees on a voluntary basis to strengthen their capabilities and skills
18 in fulfilling their assigned duties and in qualifying for other assignments.
19
20 4. The Employer shall establish a committee including Union selected employees to advise
21 upgrading programs.
22

23
24 ARTICLE XIV - EVALUATION

- 25
26 1. The performance of employees shall normally be evaluated in writing at least annually
27 based on performance expectations for holding the job.
28
29 2. The evaluation shall be based only upon information gained over a period of time through
30 direct observation, from personal knowledge, or from any source which is demonstrable
31 as fact.
32
33 3. All observation for evaluation of work performance shall be conducted in an open and
34 non-secretive manner.
35
36 4. The evaluator shall cite strengths in performance and identify weaknesses to be
37 corrected.
38
39 5. The evaluator shall not use any information of a derogatory nature in the evaluation of an
40 employee unless the employee is: (a) provided the information within fifteen (15) work
41 days of its receipt by the Employer; and (b) provided the opportunity to submit a written
42 response.
43
44 6. A copy of the employee's performance evaluation shall be made available to the
45 employee at the time of evaluation, and whenever possible, shall be reviewed with the
46 employee by the appropriate evaluating supervisor within ten (10) days of the evaluation.
47
48 7. The employee being evaluated shall have the right to review the evaluation and file a
49 statement for attachment to it within ten (10) days providing a copy to the evaluator.
50

- 1 8. The employee shall sign all evaluations which indicates only that the employee has seen
2 and received a copy.
- 3
- 4 9. Any review of the evaluation forms shall involve employees selected by the Union.
- 5
- 6

7 ARTICLE XV - DISCIPLINE

- 8
- 9 1. Any employee disciplinary action taken shall be progressive when practicable and
10 depending upon seriousness and the employee's work record may include:
11
 - 12 a. warning;
 - 13 b. written reprimand;
 - 14 c. probation, reassignment and/or transfer, suspension without pay(5 days or pending
15 completion of investigation and decision), or combination thereof; and/or
 - 16 d. discharge.
- 17
- 18 2. No employee shall be issued written reprimands, placed on probation, reassigned and/or
19 transferred, suspended without pay, or discharged unless:
20
 - 21 a. the employee could reasonably have been expected to know that disciplinary action
22 for the conduct was possible;
 - 23 b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe
24 operation of the district;
 - 25 c. a fair and objective effort has been made to identify the facts and the decision is based
26 on evidence; and
 - 27 d. the discipline is applied equitably and without discrimination.
- 28
- 29 3. After due process, including steps in Section 2, the following causes and others
30 comparable in seriousness can cause immediate discharge without warning:
31
 - 32 a. dishonesty (theft, receiving property stolen from the Employer),
 - 33 b. immoral conduct,
 - 34 c. insubordinate⁶ or willful disrespectful conduct,
 - 35 d. fighting while on the Employer's premises or during duty hours,
 - 36 e. on-duty "horseplay" of such a nature as to be capable of causing personal injury or
37 damage,
 - 38 f. drinking or being under the influence of alcoholic beverages while on the Employer's
39 premises or during duty hours,
 - 40 g. possession or use or being under the influence of narcotics or hallucinatory drugs,
 - 41 h. carrying a deadly weapon while on the Employer's premises or during duty hours,
 - 42 i. falsification of the Employer's records and reports,
 - 43 j. willful or negligent damage of the Employer's property,
 - 44 k. failure to report an accident, and
 - 45 l. failure to maintain credentials and licenses required for the job assignment.
- 46
- 47 4. It is understood and recognized by the parties that it shall be cause for disciplinary action
48 up to and including discharge if an employee is given three (3) warning notices in a twelve

⁶ Insubordination means willful refusal or failure to follow a direct order or instruction.

1 (12) month period in active pay status.

- 2
- 3 5. The immediate supervisor or appropriate administrator shall promptly inform the
- 4 employee of any disciplinary action and the reason therefor.
- 5
- 6 6. Any information used in disciplinary action shall be made available to the employee.
- 7
- 8 7. No disciplinary action of any kind shall be taken for reasons of participation by employees
- 9 in Union activities which are lawful and not in violation of policies and rules of the
- 10 Employer.
- 11
- 12 8. When probation, reassignment and/or transfer, suspension without pay, or discharge is
- 13 involved the employee upon request to the Division of Personnel Services shall be
- 14 granted a meeting with the person administering the action prior to it being taken at which
- 15 time the employee may have a representative of the Union present.
- 16
- 17 9. It shall be the objective of those taking disciplinary action and of the employees that they
- 18 handle their roles in such a manner as will avoid embarrassment.
- 19
- 20 10. An employee disciplined in writing shall have the opportunity to make a written response
- 21 for inclusion in the personnel file within ten (10) days providing a copy to the person taking
- 22 the disciplinary action.
- 23

24 ARTICLE XVI - PERSONNEL FILES

- 25
- 26
- 27 1. No documents except those listed below shall be placed in an employee's personnel file:
- 28
- 29 a. Evaluations, reprimands and commendations
 - 30 b. Payroll records
 - 31 c. Change of Status forms, Re-Election forms, requests/approvals of Leaves of Absence
 - 32 and correspondence relating to such requests
 - 33 d. Transcripts, Official Notifications from universities/colleges
 - 34 e. Contracts of employment, job offers, responses to job offers
 - 35 f. Previous employment data
 - 36 g. Applications, references, resumes, and verification of experience and training
 - 37 h. Tests taken for a job
 - 38 i. Licenses or certifications required for a position
 - 39 j. Military service records
 - 40 k. Health data related to employment status
 - 41 l. Investigative reports and records related to pre-employment and potential disciplinary
 - 42 action which reach a conclusion
- 43
- 44 2. An employee shall have the right to view the contents of the personnel file except for
- 45 previous employment data, references, and letters of recommendation at which time a
- 46 representative of the Union may be present when requested by the employee. At the
- 47 employee's request and expense the employee will receive a copy of any document in the
- 48 employee's file except for previous employment data, references and letters of
- 49 recommendation.
- 50

- 1 3. There shall not be established a separate confidential personnel file outside the Division
2 of Personnel Services.
3
- 4 4. The personnel files are the exclusive property of the Employer and documents
5 appropriately placed therein will be retained as a part of the employee's work history.
6 With the exception of documents related to disciplinary action which are cause for
7 immediate discharge (Article XV-3) warnings and reprimands will not be considered when
8 decisions are reached regarding transfer, assignment or reassignment, if the employee
9 has not been subsequently disciplined for any related or similar incidents for a period of
10 two (2) years.
11

12 ARTICLE XVII - ASSIGNMENT

- 13
- 14
- 15 1. Custodians and housekeeping utility employees shall be assigned to duties within their job
16 classification with consideration given to their preference provided this results in the
17 operational needs of the district being met using the following criteria:
18
- 19 a. the attainment and maintenance of required skill levels by experienced employees
20 needed for the particular type of work to be performed,
 - 21 b. training specific to the current and requested assignments, and
 - 22 c. an adequate number of employees with the skills and training needed.
- 23
- 24 2. Employees who apply in writing may be reassigned to vacancies in other job
25 classifications with consideration given to their preference provided this results in the
26 operational needs of the district being met using the following criteria:
27
- 28 a. the attainment and maintenance of required skill levels by experienced employees
29 needed for the particular type of work to be performed,
 - 30 b. training specific to the current and requested assignment,
 - 31 c. number of employees with the skills and training needed,
 - 32 d. overall capabilities and qualifications, and
 - 33 e. affirmative action.

34

35 Interviews may be required after screening for those available applicants who possess
36 the identified desirable qualifications.
37

38 ARTICLE XVIII - TRANSFERS

- 39
- 40
- 41 1. Custodian employees who request a transfer on the appropriate form within the
42 established timelines and after they have conferenced with the receiving principal shall be
43 transferred within their job classification from one work location to another when there are
44 openings in seniority order according to preference of the employees provided this results
45 in the operational needs of the district being met using the following criteria:
46
- 47 a. the attainment and maintenance of required skill levels by experienced employees
48 needed for the particular type of work to be performed,
 - 49 b. training specific to the current and requested assignments,
 - 50 c. number of employees with the skills and training needed,

- d. affirmative action, and
- e. recommendation of receiving principal or cost center head following an interview.

2. Lead custodians who request a transfer on the appropriate form within the established timelines and after they have received the recommendation of the receiving supervisor shall be transferred within their job classification from one work location to another when there are openings.
3. Before they are declared vacant, open positions for which no employees have requested transfers shall be posted by shift at least five (5) days on a district-wide basis in order to allow employees to request transfers. Such transfer requests shall be considered according to item #1. Employees assigned to a building in which a shift vacancy occurs, must submit a bid request in order to be considered for the vacancy.
4. Vacancies resulting from staffing through the bid process will not be posted for further bid.
5. Employees may be granted a voluntary transfer or bid no more than once in any work year. Once a transfer or bid is granted, an employee is not eligible for transfer until the next work year.
6. The Union shall be provided with a copy/notified of all postings.
7. The Employer shall make other transfers for good cause as may be necessary for the efficient operation of the district.

ARTICLE XIX - LAYOFF/RECALL

Section A The Superintendent/designee shall meet with representatives of the Union to discuss possible layoff prior to notification of the Board. Layoff shall occur as follows:

1. The Employer will identify for layoff the least senior employees in categories affected by reduction/elimination of positions.
2. Employees whose positions have been eliminated shall be considered for positions for which they are qualified which are available for assignment resulting from resignations, retirements, or other attrition and those vacated by employees identified for layoff.
3. An effort will be made to make assignments within the categories from which reduced and which will result in the least reduction in compensation.
4. An employee is exempt from layoff if:
 - a. the employee holds a position in a salary grade greater than that held by any employee affected by reduction/elimination of position, or
 - b. the employee holds a position for which no unassigned employee is qualified.

Section B The following shall apply in the recall/restoration of employees who have been laid-off or affected by a reduction in force:

1. Affected employees shall be considered for recall/restoration in order of seniority before

1 the positions from which employees have been laid-off/reduced are filled by new
2 applicants.

3
4 2. Laid-off employees requesting it in writing will be considered for filling an opening in a job
5 category other than the one from which they were laid-off and for which they are deemed
6 qualified before new applicants are considered.

7
8 3. A laid-off employee who rejects recall, fails to report for work when assigned, or who
9 resigns or retires will no longer be considered.

10
11 Section C Laid-off employees who have taken other full-time employment must confirm
12 notification of recall within twenty-four (24) hours.

13
14 Section D Laid-off employees shall furnish to the Employer their current address and
15 telephone number to which all communication shall be directed while they are on layoff.

16
17 Section E While the employee is laid off, the employee will have the option at the employee's
18 expense to remain an active participant in all local and State paid insurance benefit programs
19 to the extent they are available to the employee from the carriers.

20
21 Section F During layoff or reduction in force, the employee may apply for employment as a
22 substitute within a job classification and shall be given preference before other substitute
23 applicants are employed.

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

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

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

34
35
36 ARTICLE XX - CALENDAR

37
38 The Superintendent shall appoint two (2) employees to serve on the School Calendar
39 Committee from among those nominated by the Union. The employees shall have the
40 opportunity to offer suggestions and to make recommendations with respect to the
41 development of the Annual School Calendar.

42
43 The Superintendent's recommendation to the Board pertaining to the adoption of the Annual
44 School Calendar shall be provided in advance to the Union.

45
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50 ARTICLE XXI - GRIEVANCE PROCEDURE

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Section A Definition

1. Grievance means an allegation or complaint that there has been a violation, misapplication, or misinterpretation of a specific provision(s) contained within this Agreement.
2. Grievant means the person(s) or Union making the allegation or complaint.

Section B Purpose

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

Section C Representation

In any formal grievance meeting, the employee may have a Union representative present during the meeting. If the Union opts to represent the employee in a formal grievance meeting, notice shall be given two (2) days in advance by the representative to the administrator conducting the meeting. The Union shall have the right to be present at the Level III meetings.

Section D Informal Procedure

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

Section E Formal Procedure

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

Step I - Grievant/Principal or Unit Director: The grievant within five (5) days after being informed of its informal disposition, may present the written grievance to the principal or administrative unit director or other appropriate administrator. The administrator shall discuss with the employee the nature of the complaint and any action that the supervisor believes could be taken to resolve the grievance. The administrator shall provide a written decision to the employee no later than five (5) days after receipt of the employee's formal grievance.

Step II - Grievant/Executive Director or Assistant Superintendent: If the grievant continues the allegation of violation, misapplication, or misinterpretation following the response received from the administrator the employee may present within five (5) days from receipt of the Level I decision the written grievance to the assistant/regional superintendent or other appropriate administrator. This administrator will investigate the allegation, review previously presented information and the Level I response, meet with the employee, and shall provide a written decision to the employee within five (5) days after receipt of the grievance.

1
2 Step III - Grievant/Superintendent or designee: If the grievant continues the allegation of
3 violation, misapplication, or misinterpretation the written grievance may be presented
4 within five (5) days from receipt of the Level II decision to the Superintendent/designee.
5 The Superintendent/designee shall review previously presented information and
6 administrative decisions, and conduct any necessary meetings and investigations. The
7 Superintendent/designee shall provide a written decision to the grievant within ten (10)
8 days after receipt of the appeal.
9

10 Step IV - Third Party: If, after receiving the Level III decision, the grievant continues the
11 allegation of violation, misapplication, or misinterpretation, the Union may submit the
12 written grievance to mediation by notifying the Superintendent/designee within twenty (20)
13 days of receipt of the Level III decision. The mediator shall be the person jointly selected
14 by the Employer and the Union. The mediator shall have authority to meet with the
15 grievant and authorized representatives of the Employer and the Union and make
16 procedural rules consistent with this Agreement. Such meetings shall be held as promptly
17 as practicable after the request for mediation and the mediator shall issue an advisory
18 opinion within a reasonable time but no later than sixty (60) days after the date of
19 selection.
20

21 The mediator shall be without power or authority to alter, amend or modify any of the
22 terms of this Agreement or to offer any opinion which is contrary to or violative of the
23 terms of this Agreement. The opinion of the mediator shall be submitted in writing setting
24 forth findings of fact and conclusions and will be binding unless dismissed by a four-fifths
25 (4/5) majority vote of the Board voting at a public meeting within twenty (20) days of its
26 receipt. Prior to the Board voting the Union shall have the right to have a representative
27 appear and present the Union's position. The costs for the services of the mediator,
28 including per diem expenses, if any, travel and subsistence expenses and the cost of any
29 hearing room will be borne equally by the Employer and the Union. All other costs will be
30 borne by the party incurring them.
31

32 Section F Grievances Arising From Other Than Immediate Supervisor

33

34 An employee who believes that there is a basis for a grievance arising from an action or
35 inaction on the part of an administrator other than the immediate supervisor may initiate a
36 grievance with the administrator which shall be handled using the same procedure and
37 timelines provided for in Sections D and E.
38

39 Section G Grievance Meetings and Hearings

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41 All grievance meetings and hearings required during the formal stage shall be closed except to
42 the grievants, Union representative(s), Employer representative(s), and essential witnesses.
43

44 Section H General Provisions

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- 46 1. The time limits provided for in this Grievance Procedure shall be strictly observed unless
47 extended by mutual agreement. Failure of the employee to proceed with the
48 complaint/grievance within the time limits provided shall result in its dismissal. Failure of
49 the administrator(s) to respond within the time limits provided shall entitle the employee to
50 proceed to the next step in the Grievance Procedure.

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2. A grievance may be withdrawn by the employee at any time and at any step of the Grievance Procedure after the Union has been informed; provided, however, the same grievance shall not be filed the second time by the same employee after the grievance has been withdrawn.
3. The filing of a grievance shall in no way interfere with the responsibility of the employee to fulfill assigned duties.
4. The employee and the Union are required to exhaust the Grievance Procedure before seeking alternative remedies including rights to which they are entitled under the law.
5. The commencing of a legal or administrative appeal proceeding by an employee or the Union against the Employer in a court of law or equity or any Federal, State, or local administrative agency alleging misapplication or misinterpretation of any provisions of this Agreement shall be deemed an election of remedy and a waiver by said employee or Union of their right to resort to the Grievance Procedure.
6. All official grievance records shall be kept separately from the personnel files.
7. Grievance forms shall be prepared by the Employer and reviewed by the Union which shall have the responsibility for the distribution of the approved forms for filing grievances. The costs of the grievance forms shall be borne by the Employer.
8. The Union shall be entitled to initiate with the appropriate administrator and process through Section D and the applicable steps of Section E complaints/grievances alleging violation, misapplication, or misinterpretation of a provision(s) within this Agreement specific to Union rights and entitlements and those which affect a substantial number of employees district-wide.
9. Grievance decisions and appeals under Section E shall be in writing with copies transmitted promptly to the grievant, Union, and Superintendent/designee(s).

ARTICLE XXII - PRINTING

1. Copies of this Agreement shall be printed by the Employer and distributed promptly to all employees by the Union which shall obtain a signed receipt kept available for inspection.
2. The Employer shall furnish a reasonable number of copies to the Union for its use.

ARTICLE XXIII - SAVINGS

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

ARTICLE XXIV - DURATION

- 1 1. The Employer agrees to take such action as necessary to give full force and effect to the
2 provisions of this Agreement. The provisions contained within this Agreement supersede
3 and cancel any previous understandings or any duty of the Employer to continue any
4 other policy, rule, or practice and shall supersede any rules, regulations, or practice of the
5 Employer which are contrary. The Employer shall make no change in wage rates or
6 compensable benefits specifically included in this Agreement without prior notification of
7 and, to the extent practicable, participation by the Union.
8
- 9 2. Either the Employer or the Union desiring changes, additions, or deletions in this
10 Agreement shall notify the other in writing after which a conference must be held within
11 thirty (30) days.
12
- 13 3. The provisions contained within this Agreement shall be effective from July 1, 2005
14 through June 30, 2010.
15
- 16 4. This Agreement as contained herein is made by and between the Employer and the
17 Union as of June 27, 2005.
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Joseph L. Hardesty, Chairman

Stephen W. Daeschner, Superintendent

William S. Eckels
Executive Director, Human Resources

Carolyn S. Meredith, Chief Negotiator
Director, Employee Relations

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Service Employees International Union, Local 320

Mike Moses, Chief Negotiator
Business Agent

Wallace Hayes
Chief Steward

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