

JCBE-TEAMSTERS AGREEMENT 2004-2007

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Teamsters Local 783,
International Brotherhood of Teamsters,
AFL-CIO
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Jefferson County Public Schools
Equal Opportunity/Affirmative Action Employer

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ARTICLE 1 - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Employer means the Jefferson County Public Schools District, an independent agency and instrumentality of the Commonwealth of Kentucky.
2. Union means the Teamsters Local 783, International Brotherhood of Teamsters, AFL-CIO.
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 Union.
5. Superintendent/designee means the Superintendent of Schools of Jefferson County, Kentucky or the person(s) authorized to act on the Superintendent's behalf in the administration of this Agreement.
6. Days means days of the week, excluding Saturday and Sunday.
7. Assignment Seniority means amount of time assigned to a job classification (description) 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 of initial probationary or permanent employment following last break in service; ties to be broken by the employee's Social Security number in ascending order.
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 2 - EMPLOYER RIGHTS

38 Except as limited by the provisions of this Agreement, law, regulations and code, the
39 Employer does hereby have and retain, solely and exclusively, all managerial rights and
40 responsibilities which shall include, but not be limited to, the right to determine the policies
41 of the Employer; to establish, amend or modify an overall budget; to establish, change,
42 combine or abolish job classifications or the job content of any classification; to discipline
43 employees for just cause; to relieve employees from duty for lack of work or other legitimate
44 reasons or lessen their duty; to hire and promote employees; to determine the starting and
45 quitting time and the number of hours and shifts to be worked; to expand, reduce, alter,
46 combine, or cease any job operation or service; to control and regulate the use of
47 machinery, equipment and other property of the Employer; to introduce new or improved
48 research, development and services; to determine the number and types of employment

1 required and to assign work to such employees in accordance with the operational needs of
2 the Employer; and direct the work force.

3
4 ARTICLE 3 - RECOGNITION
5

6 The Employer recognizes the Union as official representative of regular, full-time (excluding
7 initial probationary, part-time, temporary, seasonal and substitute) bus driver, mechanic,
8 service maintenance, in-school security, and special needs transportation assistant
9 employees in Job Family I B.
10

11
12 ARTICLE 4 - UNION RIGHTS
13

- 14 1. Dues Deduction The Union is obligated to represent all employees in the
15 representation unit. Union membership dues of those eligible for representation shall
16 be deducted in equal amounts from the paychecks of employees on the first and
17 second paychecks monthly, except for those who notify the Employer expressly and
18 individually in writing within ten (10) days after eligibility for representation or during
19 the first ten (10) days following the effective date of this Agreement that such dues are
20 not to be deducted. It is understood that the ten (10) day period commences on the
21 hire date of employee or on the effective date of this Agreement.
22

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

28 The Union shall save the Employer harmless against any claims, legal or otherwise,
29 which may arise from these dues deduction provisions.
30

- 31 2. Courier Service The Union shall be the only employee organization having the right to
32 use the district courier service and communication holders to communicate with
33 employees covered by this Agreement to the extent permitted by U.S. Postal
34 regulations. Communications approved for distribution through the courier service
35 shall be considered school district property. Two (2) copies of material(s) sent
36 through the courier service, distributed on the Employer's property, or posted shall be
37 provided in advance to the Superintendent/designee and one (1) copy shall be
38 provided in advance to each chief building administrator where the material is
39 distributed.
40

41 The Union agrees to save the Employer harmless against claims, legal or otherwise,
42 which relate to the use of the courier service or posting of materials.
43

- 44 3. Bulletin Board The Union shall be the only employee organization having the right of
45 distributing information and posting and maintaining notices of activities and matters
46 of concern to employees represented by the Union in a conspicuous place designated
47 by the chief building administrator at each work location. A copy of any posted

1 material shall be provided to the Superintendent/designee and the chief building
2 administrator before it is posted. The Employer will provide locked glass bulletin
3 boards for all non-school locations.

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

9
10 5. Commercial Advertising or Solicitation Material containing advertising or solicitation of
11 commercial materials, products or services (including anything for sale by an
12 employee for the employee's financial gain which is a product of their own talent or
13 skill as well as the product of an on-going commercial interest) shall not be posted,
14 distributed through the courier service or distributed in any manner on the Employer's
15 property by the Union or for its benefit.

16
17 6. Meeting Space The Union may use facilities designated by the Employer for
18 meetings before or after the employees' normal work hours for which the Union shall
19 pay the Employer's regular fees for special custodial services or damage. The Union
20 shall save the Employer harmless against any claims, legal or otherwise, which may
21 arise from this meeting space provision.

22
23 7. Union Business The Union shall have the right to appoint and/or elect from the
24 seniority list up to thirty-four (34) stewards and alternates of which up to three (3) may
25 be chief stewards. Additional stewards may be added if additional compounds are
26 opened, maximum of two (2) per compound.

27 The duties, responsibilities, and activities of the stewards designated by the Union
28 shall be limited to and not exceed the following:

- 29
30 a. The investigation of grievances and their presentation to the Employer in
31 accordance with the provisions of this Agreement; and
32 b. The transmission of messages and information originating with and approved by
33 the Union provided such messages and information -

34
35 (1) Have been put in writing, or if not put in writing,

36
37 (2) are of a routine nature and do not interfere with the Employer's business.

38
39 A chief steward will be allowed time to attend formal grievance meetings and will be
40 compensated provided the grievance meeting occurs during the chief steward's
41 regularly scheduled work hours. At no time will overtime pay be provided. The 5-day
42 limit on Union leave will be waived upon mutual agreement by the Parties.

43
44 The union steward will be responsible for processing a grievance at Level I and will be
45 compensated provided the grievance meeting occurs during the union steward's
46 regularly scheduled work hours. At no time will overtime pay be provided. The chief
47 steward will be responsible for processing grievances beyond Level I. Should the

1 union steward choose to attend a grievance meeting above Level I, compensation will
2 not be provided.

3
4 The Union stewards and business agent exclusively shall have the right to transact
5 Union business at work locations to which employees are regularly assigned. Union
6 business shall be transacted exclusively at such times before and after employee duty
7 hours and during scheduled meal and rest breaks as will not interfere with or disrupt
8 the Employer's business. They shall first have registered with the chief building
9 administrator and immediate supervisor where applicable.

10
11 Each immediate supervisor shall schedule a monthly meeting with the Union steward
12 at the work location for the purpose of discussing concerns specific to this Agreement
13 and other matters of mutual concern. This shall not be construed to limit or prevent
14 meetings at other times as the need arises. The Union shall provide the
15 Superintendent/designee a list of the names and work locations of all persons
16 authorized to transact Union business at the work locations.

17
18 8. Information Exchange The Employer and the Union shall make available to each
19 other upon written specific requests any statistics and reports routinely compiled
20 which are not confidential and which are relevant to this Agreement or necessary for
21 its proper administration.

22
23 9. Board Agenda The Employer shall provide the Union upon request a copy of the
24 official agenda in advance of regular Board meetings except for those items privileged
25 by law.

26 10. Employer-Union Relations Meetings The Superintendent/designee(s) shall provide
27 time to meet bimonthly with not more than three (3) representatives of the Union to
28 discuss administration of this Agreement and other matters of mutual concern.

29
30 11. Change Meetings When the Employer contemplates any change(s) in wage rates,
31 hours, compensable benefits, or procedures specifically included in this Agreement
32 which have a substantial general economic impact upon the employees the Union
33 shall be notified in advance of and, to the extent practicable, participate in discussion
34 prior to such change(s).

35
36 12. Union Leave The Union shall be entitled to designate individual employees to be
37 granted unpaid leave in an aggregate amount not exceeding twenty-five (25) days per
38 year to be taken in full days for the conduct of necessary Union business, such
39 designation to be made in writing by the Union to the Superintendent/designee
40 normally at least ten (10) days in advance of the leave usage. Five (5) days shall be
41 the maximum Union leave per employee per year. The employee taking the Union
42 leave shall inform the supervisor at least five (5) days in advance of the leave usage.
43 The Union shall reimburse the Employer for the salaries of employees on Union leave.

44
45 13. Seniority List The Employer shall post in a glass enclosed bulletin board at each
46 non-school work location in January and July unless otherwise agreed by the Parties
47 a list of all employees regularly assigned there. The list shall be arranged in seniority

1 order and show job title and length of service date. Any errors in the seniority date
2 must be identified by the employee on a one-time basis within three (3) days and
3 corrected by the Employer within ten (10) days after the posting. Thereafter, the
4 Employer shall be entitled to rely on the lists as correct and valid.

5
6 An employee believing there is an error in the seniority date must submit in writing to
7 the appropriate administrator in the Department of Personnel Services specifying what
8 the employee believes to be the correct seniority date and attach documented proof.

- 9
10 14. The Union shall be entitled to nominate members to serve on committees
11 representing all interests of the bargaining unit (i.e., fringe benefit pool selections and
12 voluntary group insurance coverages, etc.)
13
14 15. A representative of the bargaining unit will be allowed to address newly hired
15 employees during the initial probationary period advising them of their union rights
16 and benefits and to solicit their membership in the Union under the terms of the
17 Agreement. All contacts will be restricted to non-duty time.
18
19 16. This contract is the property of Teamsters Local Union No. 783 and Jefferson County
20 Public Schools and cannot be administered by any other labor organization. For any
21 successor bargaining agent for regular, full-time (excluding initial probationary, part-
22 time, temporary, seasonal and substitute) bus driver, mechanic, service maintenance,
23 in-school security, and special needs transportation assistant employees in Job
24 Family IB, this agreement becomes null and void.
25
26

27 ARTICLE 5 - NON-DISCRIMINATION

- 28
29 1. The contents of this Agreement shall be applied to all employees eligible for
30 representation by the Union without regard to race, creed, color, sex, age, disability,
31 veteran status, national origin, marital status, or terms and conditions of membership
32 in the Union.
33
34 2. No rights of employees under the law shall be abridged by the Employer or the Union.
35
36 3. No employee shall be appointed, promoted, demoted, dismissed or discriminated
37 against with respect to employment because of political opinions or affiliations or
38 ethnic origin, race, creed, color, sex, age, disability, veteran status, national origin,
39 marital status.
40
41

42 ARTICLE 6 - HOURS AND OVERTIME

- 43
44 1. A thirty (30) minute non-compensated and duty-free meal break shall be provided for
45 employees working eight (8) hours or more daily and for those who would otherwise
46 render service of more than six (6) consecutive hours. Such break shall be assigned
47 by the appropriate supervisor.

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2. An uninterrupted ten (10) minute paid rest break shall normally be provided to employees for each consecutive four (4) hour period of service except for bus drivers/special needs transportation assistants who have paid breaks between runs of 5 minutes or more. These rest breaks may be scheduled immediately before or after the meal break.
3. Employees who report to work at the beginning of their regularly scheduled duty time when the Employer has not attempted to notify them not to report and who are subsequently relieved of duty for that day shall be paid for a minimum of two (2) hours.
4. Employees who are required to perform work in excess of their regularly scheduled number of hours short of overtime shall be compensated for the extra hours at their scheduled straight-time hourly wage rate.
5. Overtime except for emergency shall be distributed by the Employer among the employees in the affected job classification by work location using the following factors for the assignment of such overtime. Emergency shall mean floods, storms, riots, fires, natural disasters, downed vehicle with students involved, or other circumstances beyond the control of the employer.
 - a) length of service¹ preference of the employees,
 - b) the attainment of the required skill levels by experienced employees which are needed for the particular type of work to be performed, and
 - c) the maintenance of continuity and efficiency where the work is part of a project,
 - d) if an employee with less seniority begins a work order requiring overtime and the senior employees have used their length of service preference initially to turn down the job, the person beginning the work order shall complete it,
 - e) if an employee/s begins a work order that must be completed the same day and this results in overtime for the employee/s' shift, the employee/s beginning the work order shall complete it.
6. Authorized and approved work performed in excess of forty (40) hours credited to the employee per workweek shall be considered as overtime and shall be paid at the rate of one and one-half (1-1/2) times the employee's scheduled straight-time hourly wage rate.
7. Time worked for purposes of overtime pay shall include approved paid leave days including holidays. Time worked for purposes of overtime pay shall not include meal breaks, docked time, unpaid leave time, or other approved unpaid absences from duty.

¹ Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.

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8. Except in emergency situations, overtime must be scheduled by the administrative unit director at least twenty-four (24) hours in advance.
9. Overtime pay for each call-out from home shall be for a minimum of two (2) hours.
10. Time will be scheduled during in-service days during which school bus drivers shall complete required paper work including student lists, route sheet preparation and routing kindergarten runs.
11. Employees who have dock time, unpaid leave time, or sick leave not documented with a physician's written verification of illness during the week in which the overtime is scheduled shall not be provided the opportunity for overtime unless no other employee states a preference to work.
12. Employees' compensable time begins when they punch the time clock, indicating that they are scheduled to begin work. Their paid time ends when they punch the clock indicating that they are no longer in the service of the employer. The employee must be paid for time approved and worked. Bus drivers/special needs transportation assistants, whose time is in excess of the TDF, must provide written documentation in order to receive additional payment. Employees will clock in no earlier than ten (10) minutes prior to the beginning of their shift. This is for the convenience of the employee and the 10 minutes will not be considered time worked.

ARTICLE 7 - WORKING CONDITIONS

1. Restroom facilities shall be provided at each regularly assigned work location for use by the employees.
2. Upon request by the employees, the Employer may provide for the installation of drink and snack vending machines at regularly assigned work locations.
3. Parking facilities shall be provided for the employees.
4. Employees required to submit to alcohol/drug screening or to a physical examination shall be compensated as time worked. Any deliberate delay shall be disciplined accordingly.
5. All applicable drivers shall be provided materials which are necessary for required cleaning of the school vehicles.
6. When uniforms, safety shoes, and safety goggles are required the Employer shall provide them without cost to the affected employees who shall be responsible for their security; fifty percent (50%) of the cost shall be provided when safety shoes are not required by the Employer for service maintenance and mechanic employees. The Employer shall be responsible for determining the appropriate number of uniforms, safety shoes, and safety goggles to be distributed to the affected employees.

- 1 7. The Employer shall provide outerwear specific to the assignment for those
2 maintenance employees required to regularly work outside during winter months;
3 rainwear shall be provided for bus drivers/special needs transportation assistants
4 operating lift buses.
5
- 6 8. Employees will provide advice and make recommendations with regard to uniforms
7 and tools.
8
- 9 9. Both parties endorse the shared decision making process and agree that employees
10 will be involved in decisions which affect their working conditions at their regularly
11 assigned work location.
12

13 ARTICLE 8 - SAFETY

- 15 1. The Employer shall be responsible for providing and maintaining a safe place of
16 employment. The employee shall be responsible for reporting observed unsafe or
17 hazardous practices or conditions to the immediate supervisor or appropriate
18 administrator who shall contact duly qualified personnel who will make a timely
19 inspection and take steps to remedy the condition.
20
- 21 2. The Employer shall investigate reports by employees of unsafe or hazardous
22 practices or conditions made on the appropriate safety form and shall provide a
23 written response to such reports.
24
- 25 3. Employees shall not be required to work under conditions determined by qualified
26 administrative personnel to be detrimental to their health, safety and well-being. To
27 this end, each employee has the responsibility to cooperate and to encourage others
28 to work in a safe manner.
29
- 30 4. Employees shall use and maintain the safety equipment and protective devices
31 furnished and required by the Employer necessary to meet recognized safety
32 standards. Infectious clean-up kits will be included on all school buses.
33
- 34 5. Employees, individually and through the Union, shall be entitled to present advice and
35 make recommendations to the Employer with respect to improving safety awareness
36 and practices associated with their work assignments.
37
- 38 6. Employees shall not be required to search for bombs.
39
- 40 7. Employees shall not be required to enter alone after dark into closed (retired from
41 active service) school buildings. A second person will be provided upon request.
42
- 43 8. The Employer and employees shall work together in a cooperative and mutually
44 supportive manner to fairly and equitably enforce the Uniform Code of Student
45 Conduct.
46
- 47 9. One employee per shift in each garage and at each maintenance shop may be

1 designated to attend and participate in first aid training with bus driver/special needs
2 transportation assistant employees.

3
4 10. The Employer shall establish a Uniform Review Committee who will recommend
5 standard uniforms for employees who are required to wear uniforms. The committee
6 shall include employees nominated by the Union.

7
8 11. Bus drivers will be notified of any and all lawful information that impacts safe
9 transportation of students assigned to their routes.

10
11 12. A committee will be formed between the parties to address student management
12 issues during student transportation.

13
14 13. A bus driver/special needs transportation assistant will contact the bus compound
15 immediately should a student be delivered to the bus who he/she believes is unsafe
16 to transport. Bus compound personnel will contact school staff for resolution. Should
17 the bus driver/special needs transportation assistant be dissatisfied with the
18 resolution, he/she may move to the grievance procedure.

19
20 ARTICLE 9 - EXTRA EMPLOYMENT

21
22 1. Bargaining unit employees will be given first consideration for work as temporary
23 employees in voluntary assignments which occur between their regularly scheduled
24 work year and which are directly and similarly related to their regular jobs. Employees
25 who are chosen for such assignments

26
27
28 shall be selected in length of service¹ order.

29
30 2. Employees who apply on the appropriate forms within the established timelines shall
31 be considered for work as temporary employees in seasonal jobs between their
32 regularly scheduled work years for what the Employer deems them best qualified after
33 laid-off personnel have been considered.

34
35 3. Employees chosen for temporary employment between their regularly scheduled work
36 year shall be presumed to have committed to the duration of the assignment and the
37 Employer shall have no obligation for considering them for any other extra
38 employment.

39
40 4. Those chosen as temporary employees for extra employment assignments shall be
41 paid from the salary schedule currently in effect for temporary employees as of the
42 time the services are rendered except for bus drivers, special needs transportation
43 assistants and food service drivers who shall be paid their regular hourly rate.

44

¹ Length of service shall be computed for persons employed and employees reassigned to other job
classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be
equivalent to length of service for all employees in a job classification as of June 30, 1990.

- 1 5. Employees, when working in summer temporary employment, shall be covered by
2 Articles 1, 2, 3, 9 and 21 exclusively.
- 3
- 4 6. After submitting an exception sheet for time worked in excess of regular daily hours,
5 the employee must be notified before the end of the pay period if it is rejected.
- 6
- 7 7. Bus drivers/special needs transportation assistants whose run is shortened due to
8 cancellation of Community Based Instruction or Speech Services, will be given priority
9 for extra runs, based on time/mileage efficiency and assignment seniority.
- 10
- 11 8. Bus drivers/special needs transportation assistants who express written interest in
12 extra runs will be selected for these assignments first based on time/mileage
13 efficiency, and then rotating assignment seniority.
- 14
- 15 9. Employees may express written interest on a voluntary basis for consideration for
16 extra work. Selection will be in accordance with the provisions of the Agreement.
- 17

18 ARTICLE 10 – COMPENSATION

19 Section A Wages/Wage Rates

- 20
- 21
- 22
- 23 1. Paydays shall be on a biweekly basis normally every other Friday following courier
24 service delivery except when they fall on paid holidays in which case they shall be
25 preceding workday.
- 26
- 27 2. The Union shall be entitled to submit and discuss with the Employer information,
28 opinions, and proposals on wage rates which shall not be reduced except as a result
29 of balancing the budget.
- 30 3. Career incentive increments shall be credited for experience as recognized by the
31 Employer for service performed in permanent full time position.
- 32
- 33 4. For anyone hired after July 1, 1992 the following applies: individuals who are placed in
34 a full time position will be placed on step "00". After one (1) year of service they will be
35 eligible for step 0 of the IB salary schedule. Direct deposit will be mandatory for any
36 employee hired after July 1, 2004.

37
38 2% increase on the salary schedule effective July 1, 2004; additional 1% increase on the
39 salary schedule effective January 1, 2005.

40
41 The parties agree that for the duration of this bargaining agreement (July 1, 2004 through
42 June 30, 2007) that all percent wage increases/s and/or benefit/s (included in Article 10 –
43 Compensation, Sections A, B, E) provided to Jefferson County Public School bargaining
44 unit/s, shall be provided equally to employees in this bargaining unit.

Classified Nonmanagerial/Nonadministrative Hourly Wage Rates
 Bus Driver, Service Maintenance, In-School Security Employees in
 Job Family IB Represented by Teamsters Local 783
 2004-05

SALARY/ GRADE	0	1	2	3	4	5	6	7	8	9	10
13	16.34	17.20	18.06	19.08	20.01	20.97	21.91	22.87	23.77	24.74	25.79
12	15.67	16.49	17.33	18.31	19.20	20.12	21.01	21.95	22.84	23.75	24.74
11	15.07	15.86	16.68	17.62	18.49	19.35	20.20	21.12	21.97	22.86	23.79
10	14.50	15.25	16.04	16.95	17.77	18.62	19.46	20.28	21.13	21.98	22.90
9	14.01	14.73	15.50	16.35	17.16	17.97	18.74	19.58	20.36	21.21	22.07
8	13.43	14.14	14.87	15.68	16.46	17.25	18.02	18.81	19.56	20.35	21.22
7	12.91	13.60	14.28	15.10	15.82	16.59	17.32	18.09	18.82	19.58	20.41
6	12.43	13.11	13.77	14.54	15.23	15.99	16.69	17.41	18.13	18.86	19.64
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
2	9.18	9.70	10.17	10.76	11.29	11.83	12.34	12.88	13.41	13.96	14.54
1	8.30	8.74	9.18	9.70	10.16	10.65	11.13	11.61	12.10	12.58	13.09

January 2005

SALARY/ GRADE	0	1	2	3	4	5	6	7	8	9	10
13	16.50	17.37	18.24	19.28	20.21	21.18	22.13	23.10	24.01	24.99	26.05
12	15.83	16.66	17.50	18.50	19.40	20.32	21.22	22.17	23.07	23.98	24.99
11	15.22	16.02	16.85	17.80	18.67	19.54	20.40	21.33	22.19	23.09	24.02
10	14.65	15.40	16.20	17.12	17.95	18.81	19.65	20.48	21.34	22.20	23.13
9	14.15	14.88	15.65	16.51	17.33	18.15	18.93	19.77	20.56	21.42	22.29
8	13.56	14.29	15.02	15.84	16.62	17.42	18.20	18.99	19.76	20.55	21.44
7	13.04	13.74	14.42	15.25	15.98	16.75	17.49	18.27	19.01	19.77	20.62
6	12.56	13.24	13.91	14.69	15.39	16.15	16.86	17.59	18.31	19.05	19.84
5	12.07	12.73	13.37	14.12	14.81	15.51	16.20	16.91	17.59	18.31	19.06
4	11.21	11.80	12.39	13.08	13.74	14.38	15.04	15.69	16.32	16.98	17.69
3	10.22	10.74	11.31	11.94	12.50	13.09	13.70	14.29	14.86	15.47	16.10
2	9.27	9.79	10.27	10.87	11.40	11.95	12.46	13.01	13.55	14.10	14.69
1	8.38	8.83	9.27	9.79	10.26	10.76	11.24	11.72	12.22	12.70	13.23

0 thru 6 - 1 step for those accumulating at least 1 year credited successful experience with the school system since July 1, 1985; 7 thru 9 - 1 step for those accumulating at least 2 years credited successful experience with the school system since July 1, 1985. This step/experience schedule will be in effect thereafter until changed.

1 Career incentive increments for credited experience as recognized by the Employer.

2
3 2004-2007
4 per hour

- 5 1. After 15 years \$.20
6 2. After 20 years \$.31
7 3. After 25 years \$.43

8
9
10 Shift differentials: Second - \$.26
11 Third - \$.38

12
13 Section B Insurance and Retirement

- 14
15 1. Health and hospitalization insurance on single premium basis or same premium dollar
16 amount for Health Maintenance Organization - when full premium paid by State.
17
18 2. \$20,000 term life insurance - when full premium paid by State.
19
20 3. Term life insurance equal to one (1) times annualized earnings with \$10,000 minimum
21 computed from appropriate placement on the Job Family I B Salary Schedule - full
22 premium paid by Employer.
23
24 4. Workers compensation - full premium paid by Employer.
25
26 5. Long-term disability insurance - full premium paid by Employer.
27
28 6. Unemployment compensation - full premium paid by Employer.
29
30 7. Liability insurance - full premium paid by Employer.
31
32 8. Voluntary Employee Group Insurance Program - full premium paid by employee
33 through payroll deductions (approved coverages recommended by Insurance
34 Advisory Committee).
35
36 9. Social Security (FICA) - Employer Share
37
38 10. County Employees Retirement System (CERS) - Employer Share

39
40 Section C TB Tests and Medical Examinations

41
42 The Employer shall pay the cost of required TB tests and medical examination when they
43 are obtained through the services designated by the Employer.
44

45 Section D Payroll Deductions

- 46
47 1. United Way

- 1
- 2 2. Approved Tax-deferred Annuities
- 3
- 4 3. Credit Union payroll deductions for employees to save or repay loans
- 5
- 6 4. Democrat/Republican/Independent Voter Education (DRIVE) in equal amounts per
- 7 deduction period for all participating employees
- 8
- 9
- 10

11 Section E Fringe Benefit Pool Contribution

12

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

17

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

23

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

26

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

31

32 Section F - Early Retirement Benefit

33

34 Upon retirement from the Jefferson County Public School District, an employee shall
35 receive thirty (30) percent of the employee's unused accumulated sick leave as a cash
36 payment (less appropriate deductions) up to a maximum equal to the employee's
37 accumulated sick leave on the thirtieth (30th) year of credited service in the employee's
38 retirement system. The cash payment shall be calculated by using the employee's last year
39 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 11 - LEAVES OF ABSENCE

47

1 Section A Sick Leave
2

- 3 1. Employees shall earn and be granted one (1) day sick leave per month or major
4 portion thereof, not to exceed twelve (12) days annually. Unused sick leave shall be
5 accumulated without any maximum.
6
- 7 2. Sick leave with pay will be granted to employees if the employee presents a personal
8 affidavit or a certificate of a reputable physician when they are incapacitated for the
9 performances of their duties because of sickness or injury, or in case of serious illness
10 in the employee's immediate family¹. The immediate family consists of employee's
11 spouse, children, parents, spouse's parents without regard to the location of the
12 residence of said relative and including step status of any of the above.
- 13 3. Sick leave may be taken in whole days only, except that an employee may take
14 one-half (1/2) day sick leave for personal illness or the illness of immediate family not
15 more than four (4) times per work year. A written verification of illness from an
16 attending physician shall be submitted upon return to work in order to be paid for the
17 third half day and fourth half day. Abuse of sick leave may subject an employee to
18 progressive discipline up to and including discharge.
19
- 20 4. When an employee becomes ill on the job, the employee may choose to take sick
21 leave, if accrued, or to be excused without pay for the time not worked. Disciplinary
22 action shall not be taken in these circumstances unless determined to be abusive.
23
- 24 5. To receive paid sick leave employees shall communicate with their administrative unit
25 director/designee no later than one (1) hour before the beginning of the shift for bus
26 drivers and special needs transportation assistants and thirty (30) minutes for all other
27 employees. An employee shall not be required to call each day of a prolonged
28 absence provided the employee has informed the administrative unit
29 director/designee during the initial notification of the specific days of anticipated
30 absence. Failure to provide timely notice of any absence may result in denial of sick
31 leave.
32
- 33 6. After using the maximum number of verified Emergency Leave allotted in Section C,
34 an employee may be granted up to three (3) days sick leave for verified emergency
35 situations as defined in Section C. These shall not be counted as occurrences.
36
- 37 7. If an employee uses all accumulated sick leave and is still unable to return to
38 assigned duties, prior to its expiration, the employee may apply for and be placed on
39 unpaid medical leave of absence at which time it becomes the responsibility of the
40 employee to assume the payment of all insurance premiums not provided for in the
41 Family and Medical Leave Act, if eligible.
42
- 43 8. A physician's written verification of illness from an attending physician shall be
44 submitted upon return to work in order to be paid if the absence is on or after the
45 fourth occurrence of absence within the work year. Leaves of absence for purposes

¹ "Immediate family" means the employee's spouse, children, including step- children, parents and spouse's parents without regard to the location of the residence of said relative.

1 of Worker's Compensation or Family Medical Leave Act shall not count as
2 occurrences and shall not be used for purposes of attendance on evaluation.

- 3
- 4 9. Unused sick leave will not be paid upon layoff, resignation, or discharge of
5 employees.
- 6
- 7 10. A physician's written verification of illness from an attending physician shall be
8 required for each absence of three (3) or more consecutive days.
- 9
- 10 11. A sick leave bank will be established into which employees may voluntarily contribute
11 one (1) day from their accumulated sick leave during an annual open window period.
12 Only voluntary contributors shall qualify for use of leave in the bank according to
13 standards consistent with those applying to use a regular sick leave. A committee
14 composed of employees selected by the Union will be responsible for approving use
15 of sick leave in the bank by employees who have exhausted all forms of leave.
- 16

17 Section B Medical Leave

18

- 19 1. When an employee has been advised by a physician or otherwise knows of an
20 interruption in ability to work because of known or anticipated medical reasons, the
21 employee shall notify the supervisor and the Department of Personnel Services and
22 upon request be granted an unpaid medical leave of absence. Such notice shall be in
23 writing and accompanied by an attending physician's statement indicating the
24 anticipated date of interruption in ability to work, whether the employee may resume
25 the assignment and the anticipated date of return. The employee shall not continue to
26 work past the date indicated in the attending physician's statement.
- 27
- 28 2. Medical Leave of absence may be granted for a period of one (1) year or less and
29 renewed for up to one (1) additional year. At the end of the second year, if the
30 employee is unable to return to work, the employment shall be terminated.
- 31
- 32 3. A position shall be kept available for the employee to resume duties within the job
33 classification following return from medical leave provided:
- 34
- 35 a. such position has not been eliminated during the employee's absence for any
36 valid reason,
- 37 b. the employee's planned absence does not exceed ninety (90) scheduled work
38 days; an employee must return to work for a minimum of 20 days to re-start the
39 90 day count,
- 40 c. the employee would not have been laid off had leave not been taken, and
41 d. the employee is medically able to fulfill the duties of the position.
- 42

43 After the ninety (90) days the employee will be placed on a list for assignment to open
44 positions when they become available.

45

- 46 4. Time for which an employee qualifies for workers compensation payments while on
47 medical leave directly resulting from accidents sustained in the course of fulfilling job

1 responsibilities shall count as service time for purposes of salary step placement
2 when combined with regularly paid days. A maximum of one (1) step shall be allowed
3 for those on workers compensation effective from July 1, 1981.
4

- 5 5. Employees who qualify for and are awarded workers compensation payments shall
6 be placed on medical leave with unused sick leave coordinated with the workers
7 compensation payments so as to sustain the level at a total of 100% regular wages.
8

9 Section C Emergency Leave

10
11 Each employee shall be credited with two (2) days of paid emergency leave per year which
12 will not accumulate from year-to-year. Emergency leave shall be granted in units of full
13 days. Proof of nature of emergency shall be required.
14

15
16 Reasons for granting emergency leave with pay shall be:

- 17
18 1. death or funeral of relative by blood or marriage (specify relationship), and
19
20 2. emergency situations resulting from natural disasters; i.e., tornado, flood, primary
21 dwelling fire, etc. (specify exact reason).
22

23 Section D Personal Leave

24
25 Each employee shall be credited with three (3) days personal leave per year which may be
26 used at the employee's discretion except that personal leave may not be taken during the
27 five (5) days just before the school term, the first five (5) days of the school term, during one
28 two-week CATS testing cycle per school year, the day before and after days schools are
29 closed for holidays and spring break except under extenuating circumstances, scheduled
30 in-service days, or on the last five (5) days of the school term. The following procedures
31 are to be used in order to apply for and use personal leave:
32

- 33 1. the employee must make the request in writing no sooner than July 1 of the school
34 year in which the leave will be taken and no less than forty-eight (48) hours in
35 advance on the form provided for that purpose, except when the need for the leave is
36 due to documented personal emergencies such as broken water lines, sewer
37 backups, malfunctioning home heaters, and legal business which can not be
38 transacted outside work hours;
39
40 2. the request must be approved in writing by the employee's immediate supervisor or
41 appropriate administrator on the basis that the employee's absence will not interrupt
42 or impede the work program; and
43
44 3. the supervisor shall notify the employee of approval/denial within one (1) workday
45 from submission of request and, upon request, will provide a written statement of
46 reasons for denial of this leave within five (5) workdays.
47

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

2
3 Section E Child Rearing/Adoption/Dependent Convalescence Leave

- 4
5 1. An employee presenting the required evidence shall upon written request to the
6 Department of Personnel Services be granted an unpaid leave of absence necessary
7 to meet child adoption requirements and for the rearing of the employee's pre-school
8 child(ren) or other child or dependent parent or spouse who is unable to care for self
9 in which case a physician's statement may be required.
10
11 2. A single child rearing/adoption/dependent parent or spouse convalescence leave
12 shall be granted for a period of no less than forty-five (45) days and no more than two
13 (2) consecutive work years or major portions thereof, except that such leave may be
14 taken for less than forty-five (45) days if the employee has exhausted all sick leave
15 and the need is directly related to the illness of the child/dependent.
16 3. A position shall be kept available for the employee to resume duties within the job
17 classification following return from the leave provided:
18
19 a. the employee had requested in writing that a position be kept available at the time
20 the leave was requested,
21 b. such position has not been eliminated during the employee's absence for any
22 valid reason,
23 c. the employee's planned absence does not exceed sixty (60) scheduled work
24 days, and
25 d. the employee would not have been laid off if leave had not been taken.

26
27 After the sixty (60) days the employee will be placed on a list for assignment to open
28 positions within the job classification when they become available.
29

30 Section F Jury Duty

31
32 An employee who serves on a jury in any duly constituted local, state or federal court shall
33 be granted paid leave less any compensation received as jury pay, for the period of actual
34 jury service.
35

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

- 37
38 1. A copy of the jury subpoena must be provided to the employee's immediate
39 supervisor or appropriate administrator promptly upon receipt of such subpoena
40 involving jury duty service.
41
42 2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll
43 office) must be completed each pay period and forwarded with the Payroll Exception
44 Card to the payroll office.
45
46 3. A money order or personal check (payable to the Treasurer, Jefferson County Board
47 of Education) for the amount of compensation received for jury duty excluding any

1 expenses reimbursed to the employee by the court such as travel and parking shall
2 be delivered to the principal or immediate supervisor for transmittal to the payroll
3 office.
4

5 Section G Court Appearance Leave

6
7 Employee summoned to local, state, or Federal Court for reasons not connected to
8 employee's employment and through no actions of their own, shall be allowed time off
9 without pay when a copy of the subpoena is provided for verification.
10

11 Section H Military Leave

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

22 Section I Vacation Leave

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

31
32

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

33
34
35
36

- 37 3. Eligible employees must have been in active pay status more than half of the
38 workdays in a month to qualify for crediting vacation leave.
39
40 4. Employees will be charged with vacation leave only on days upon which they would
41 otherwise work and receive pay.
42
43 5. Vacation leave shall be taken in full days.
44
45 6. Immediate supervisors or administrative unit directors shall encourage employees to
46 use vacation leave days and not forfeit them. Accumulated vacation leave shall be
47 scheduled by the immediate supervisors or administrative unit directors in accordance

1 with:

- 2 a) seniority preference of the employees, and
- 3 b) operating requirements of the Employer.

- 4
- 5 7. Upon the death of an employee or upon an employee's request within ten (10) days of
6 resignation, layoff, or discharge cash payment shall be made for accrued vacation at
7 the employee's scheduled wage rate prior to the date of change.

8

9 Section J Holiday Leave

10

11 Twelve-month/260-day employees shall be granted nine (9) paid holiday leave days and
12 less than twelve-month employees shall be granted four (4) paid holiday leave days
13 according to the Employer's policy and procedure.

14

15 Section K Political Activity Leave

- 16
- 17 1. Upon written request an unpaid leave of absence may be granted to an employee for
18 not less than thirty (30) days or more than two (2) work years or major portions
19 thereof for the purpose of campaigning for or serving in public office once the
20 employee becomes a candidate for such office.
- 21
- 22 2. A position shall be kept available for the employee to resume duties within the job
23 classification following return from leave provided:
- 24
- 25 a. the employee had requested in writing that a position be kept available at the time
26 the leave was requested,
 - 27 b. such position has not been eliminated during the employee's absence for a valid
28 reason,
 - 29 c. the employee's planned absence does not exceed sixty (60) scheduled work
30 days, and
 - 31 d. the employee would not have been laid off had leave not been taken.

32

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

35

36 Section L Training Leave

37

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

41

42 Section M Service Agent Leave

43

44 The Employer will, upon request, grant a full-time leave for the employee designated by the
45 Union as the Service Agent, without loss of salary, seniority, step increment, or Employer
46 paid fringe benefits, subject to reimbursement to the Employer by the Union of all costs
47 more than one-half of the 2004-05 base salary of the designated service agent. The

1 amount designated as one-half of the 2004-05 base salary shall remain the amount of the
2 Employer's contribution in subsequent years.

3
4 Following the leave the employee will be returned to the assignment held prior to leave. In
5 the event that assignment is not available, the employee will be given a comparable
6 assignment.

7
8 Section N Length of Consecutive Leaves of Absence

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

15
16 Political Activity Leave may be denied when the granting of such leave would result in
17 absence from duty for a period longer than two (2) consecutive work years or major portions
18 thereof without at least one (1) intervening year of active service as an employee.

19
20 Section O Notarizing Leave Affidavits

21
22 The Employer shall provide notary services without charge to employees required to submit
23 personal affidavits for leaves.

24
25 Section P Resumption of Benefits Following Leave

26
27 Unused accumulated sick leave shall be restored to the employees resuming service
28 following approved leave. Employees shall be responsible for making arrangements to
29 continue insurance benefits when they would otherwise be interrupted by the approved
30 leave.

31
32
33 **ARTICLE 12 - ASSISTANCE IN ASSAULT¹**

34
35 The Employer shall provide assistance and support to an employee in case of alleged
36 assault while the employee is fulfilling assigned duties when such assault arises out of and
37 directly results from employment responsibilities.

38
39 Section A General Assistance

- 40
41 1. The immediate supervisor shall, on the form provided, report any case of alleged
42 assault on an employee to the appropriate administrator who shall acknowledge
43 receipt of such report.
44
45 2. The Employer will notify the employee of its readiness to actively assist and assume
46 responsibilities as follows:

¹ As defined in criminal laws of Kentucky.

- a. Obtain from police, immediate supervisor, employees and others relevant information concerning the alleged assault and offenders; and
- b. Take an active role as liaison between the police, courts and mediation.

Section B Legal Counsel

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

Section C Court Appearances

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

Section D Compensation

There shall be no loss of wages to an employee for work time lost because of personal injury incurred from an assault on the employee while in performance of assigned duties for a period up to and including one hundred eighty-five (185) days subsequent to the first day of absence related to the assault. The one hundred eighty-five (185) day period will not be deducted from sick leave. For periods longer than one hundred eighty-five (185) days the reimbursement for lost wages shall be limited to benefit programs such as workers compensation. Employees shall be reimbursed for the costs of medical, surgical, hospital or rehabilitative services up to the amount of any insurance reimbursement to which the employee is entitled under coverage provided by the Employer and/or State for personal injury incurred as the result of an assault sustained in the course of employment.

Section E Employer Approved Physician

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

ARTICLE 13 - EMPLOYER PROVIDED TRAINING

1. The Employer shall provide an opportunity for employees to offer advice, suggestions, and opinions during the planning of employee training opportunities.
2. Employees shall be compensated for required training.

- 1
- 2 3. The Employer shall establish a Training Committee who will recommend training
- 3 opportunities for employees on a voluntary basis to strengthen their capabilities and
- 4 skills in fulfilling their assigned duties and in qualifying for other assignments. The
- 5 committee shall include employees nominated by the Union.
- 6
- 7 4. School bus driver/special needs transportation assistant employees will be given an
- 8 opportunity to voluntarily participate in student discipline-related training prior to any
- 9 formal disciplinary action.
- 10
- 11 5. All CDL and similar regulatory changes will be explained prior to the regulations
- 12 becoming effective, when the information is available to do so.
- 13

14 ARTICLE 14 - EVALUATION

- 15
- 16 1. The performance of employees shall normally be evaluated in writing annually based
- 17 on performance expectations for holding the job.
- 18
- 19 2. The evaluation shall be based only upon information gained over a period of time
- 20 through direct observation, from personal knowledge, or from any source which is
- 21 demonstrable as fact.
- 22
- 23 3. All observation for evaluation or work performance shall be conducted in an open and
- 24 non-secretive manner.
- 25
- 26 4. The evaluator shall cite strengths as well as weaknesses in performance.
- 27 Weaknesses are to be identified early and brought to the employee's attention so that
- 28 corrections can be attempted prior to the summative evaluation.
- 29
- 30 5. The evaluator shall not use any information of a derogatory nature in the evaluation of
- 31 an employee unless the employee is: (a) provided the information within fifteen (15)
- 32 days of its receipt by the Employer; and (b) provided the opportunity to submit a
- 33 written response.
- 34
- 35 6. A copy of the employee's performance evaluation shall be made available to the
- 36 employee at the time of the evaluation, and whenever possible, shall be reviewed with
- 37 the employee by the appropriate evaluating supervisor within ten (10) days of the
- 38 evaluation.
- 39
- 40 7. The employee being evaluated shall have the right to review the evaluation and file a
- 41 statement for attachment to it within ten (10) days providing a copy to the evaluator
- 42 and may file a grievance within the appropriate timelines.
- 43
- 44 8. The employee shall sign all evaluations which indicates only that the employee has
- 45 seen and received a copy.
- 46
- 47 9. Any review of the evaluation forms shall involve employees nominated by the Union.

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- 10. The Union shall be entitled to participate in the Employee Performance Evaluation Review Committee designed to study, review and revise procedures, forms and standards for evaluating job performance of employees.
- 11. Bus drivers/special needs transportation assistants are to be given their evaluation fifteen (15) working days before the end of the school year.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

- 1. The Employer shall have the right to discipline or discharge employees for just cause. However, any disciplinary action taken for minor infractions shall be progressive and dependent upon the seriousness of the offense and the employees service record will include:
 - a. oral warning;
 - b. written warning;
 - c. written reprimand;
 - d. suspension without pay (five (5) days or pending completion of investigation and decision); probation; reassignment and/or transfer; and/or;
 - e. discharge.

The oral warning shall be effective for progressive discipline purposes for nine (9) months, written warnings for one (1) year, and written reprimands shall be effective for progressive discipline purposes for eighteen (18) months.

Written notice of disciplinary action, suspension, or discharge, setting forth cause shall be given the employee. The Union shall be notified of any suspension without pay or discharge.

No employee shall be disciplined, suspended or discharged because of race, color, creed, national origin, sex, age, political or religious affiliation or membership in any labor or lawful affiliated organization.

- 2. No employee shall be issued written reprimands, suspended without pay, placed on probation, reassigned and/or transferred, or discharged unless:
 - a. the employee could reasonably have been expected to know that disciplinary action for the conduct was possible;
 - b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe operation of the district;
 - c. a fair and objective effort has been made to identify the facts and the decision is based on evidence;
 - d. the discipline is applied equitably and without favoritism or discrimination; and
 - e. the degree of discipline is reasonably related to the seriousness of the charges against the employee and the employee's service record.

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3. After due process the following causes and others comparable in seriousness can cause immediate discharge without warning:
 - a. dishonesty,
 - b. immoral conduct,
 - c. insubordination or supervision-directed disrespectful conduct,
 - d. fighting while on the Employer's premises or during duty hours,
 - e. on-duty "horseplay" of such a nature as to be capable of causing personal injury or property damage,
 - f. drinking or being under the influence of alcoholic beverages while on the Employer's premises or during duty hours,
 - g. possession or use or being under the influence of narcotics or hallucinatory drugs,
 - h. carrying a deadly weapon while on the Employer's premises or during duty hours,
 - i. falsification of the Employer's records and reports,
 - j. willful or negligent damage of the Employer's property,
 - k. failure to report an accident, and
 - l. failure to maintain credentials and licenses required for the job assignment.
4. It is understood and recognized by the parties that it shall be cause for discharge if an employee is given three (3) written reprimands in a twelve (12) month period in active pay status.
5. Any information used in disciplinary action shall be made available to the employee upon employee's request.
6. When probation, reassignment and/or transfer, suspension without pay, or discharge is involved the employee, upon request, shall be granted a meeting with the person administering the action prior to it being taken at which time the employee may have a representative of the Union present.
7. It shall be the objective of those taking disciplinary action and of the employees that they handle their roles in such a manner as will avoid embarrassment.
8. An employee shall be notified of the allegation and offered an opportunity to have a representative of the Union present in any investigative conference leading to discipline. This shall not be construed as permission for the employee to refuse to meet with supervisors at the time and date scheduled nor as authorization for Union representation at other types of meeting.

ARTICLE 16 - PERSONNEL FILES

1. No documents except those listed below shall be placed in an employee's personnel file:
 - a. Evaluations, reprimands and commendations

- 1 b. Payroll records
- 2 c. Change of Status forms, Re-Election forms, transfer forms, requests/approvals of
- 3 Leaves of Absence and related correspondence
- 4 d. Transcripts, Official Notifications from universities/colleges
- 5 e. Contracts of employment, job offers, responses to job offers
- 6 f. Previous employment data
- 7 g. Applications, references, resumes, and verification of experience and training
- 8 h. Tests taken for a job
- 9 i. Licenses or certifications required for a position
- 10 j. Military service records
- 11 k. Health data
- 12 l. Investigative reports and records related to pre-employment and potential
- 13 disciplinary action which reach a conclusion
- 14 m. Police checks and arrest/court records
- 15
- 16 2. An employee shall have the right to view the contents of the personnel file except for
- 17 previous employment data, references, and letters of recommendation at which time a
- 18 representative of the Union may be present when requested by the employee. At the
- 19 employee's request and expense the employee will receive a copy of any document in
- 20 the employee's file except for previous employment data, references and letters of
- 21 recommendation.
- 22
- 23 3. There shall not be established a separate confidential personnel file outside of the
- 24 Department of Personnel Services.
- 25
- 26

27 ARTICLE 17 - ASSIGNMENT

28
29 Section A Bus Driver Employees

- 30
- 31 1. Prior to the opening of school, the Employer will, through the area pupil transportation
- 32 coordinators or their successors, post available route assignments showing the
- 33 schools to be served and the approximate number of paid hours normally and
- 34 routinely associated with the route assignment.
- 35
- 36 2. The route assignments will be made after the bus driver/special needs transportation
- 37 assistant employees have been provided the opportunity to select by length of service
- 38 a route under the jurisdiction of their coordinator. Bus driver/special needs
- 39 transportation assistant employees will not be entitled to change assignments after
- 40 they have been made for the school year except as provided in item #3. Bus
- 41 drivers/special needs transportation assistants who are not qualified when route
- 42 assignments are selected, shall be ineligible to select a route until qualified.
- 43
- 44 3. The Union shall have one representative on each interview committee for positions
- 45 within the bargaining unit. This does not apply to substitute bus drivers and substitute
- 46 special needs transportation assistants moving into the bargaining unit.
- 47

- 1 4. Those employees having paid route assignment time reduced after the initial selection
2 by twenty (20) minutes or more will be entitled to re-select, by length of service, from
3 among those routes affected. Every reasonable effort will be made to complete route
4 sheets and time determination forms as soon as practicable in order to make
5 appropriate adjustments in route assignment time. Bus driver/special needs
6 transportation assistant employees will have a one-time opportunity to bid on routes
7 which become available under the same coordinator through September due to
8 resignation and/or retirement before they are declared vacant. Vacant routes
9 resulting from such bid reassignment will not be staffed by the bid process.
10 Employees may be granted a bid reassignment only once in any work year.
11
- 12 5. Additional available midday kindergarten, vocational, special shuttle and after-school
13 activity runs offered after route assignments have been made will be posted within the
14 individual compounds. Except on a temporary basis, these runs will be assigned after
15 the bus drivers have been provided the opportunity to select from among the
16 additional runs by length of service. Length of service¹ will prevail provided the run
17 selected does not result in overtime or mileage/time inefficiency.
18
- 19 6. Except for emergencies, extra runs offered daily will be by length of service order to
20 bus drivers within the compounds wanting them provided such assignments do not
21 result in overtime or mileage/time inefficiency.
22
- 23 7. In emergency situations, Special Needs Transportation Assistants will be temporarily
24 reassigned to other runs based on assignment seniority.
25
26

27 Section B Opportunities for Other Assignments

- 28
- 29 1. Employees who apply in writing within the established timelines will be considered for
30 vacancies in other job classifications, within the representation unit, and will be
31 assigned to such vacancies provided they:
32
 - 33 a. have demonstrated the required overall capabilities and work habits;
 - 34 b. have attained and maintained the required license and skill levels needed for the
35 particular type of work to be performed;
 - 36 c. have successfully completed required training and experience specific to the
37 assignment; and
 - 38 d. meet the requirements of affirmative action.
- 39
- 40 2. Employees who apply for jobs in these vacancies which would result in a salary
41 increase from either a longer work year or higher salary grade will be given preference
42 when their qualifications as shown in 1 a thru d are equal to or better than applicants
43 not already employed by the school system. The same preference will be extended to
44 those employees applying for equal or lesser rated vacant positions.

¹ Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.

- 1
2 3. After five (5) years of employment, Mechanic B employees who do not maintain the
3 minimum ASE qualifications will be allowed to retest at the next testing opportunity,
4 regardless of the testing certification offered, before the employee is removed.
5
6

7 ARTICLE 18 - TRANSFERS/JOB BIDDING
8

9 Section A Bus Drivers/Special Needs Transportation Assistants
10

- 11 1. Employees who request a transfer on the appropriate form within the established
12 timelines will be transferred within their job classification from one work location to
13 another when there are openings provided this results in the operational needs of the
14 school system being met using the following criteria:
15
16 a. length of service¹ preference of the employee;
17 b. the attainment and maintenance of required skill levels by experienced
18 employees needed for the particular type of work to be performed;
19 c. specific training for the current and requested assignments;
20 d. the number of employees with the required skills and training needed for the shift;
21 and
22 e. affirmative action.
23
24 2. At least two (2) weeks before the timelines for requesting transfers, all known
25 openings which need staffing for the forthcoming year will be posted at the work
26 locations where potentially affected employees are assigned. A list of such openings
27 will be provided to the Union.
28
29 3. Employees desiring a transfer must complete all data requested on the form and file it
30 with the Department of Personnel Services no later than the established timeline.
31 Employees will be entitled to list in order of preference up to five (5) work locations to
32 which they wish to be transferred.
33
34 4. The employees will be ranked on the transfer list according to their length of service.
35 A copy of the transfer list will be provided to the Union. The highest preference
36 available will be granted to the employee when the transfer is made according to item
37 #1.
38
39 5. The processing of a transfer will remove the employee from the transfer list. The
40 employee will be notified in writing when the transfer is awarded. The transfer is
41 considered complete when it is made on paper unless the employee has previously
42 notified the Department of Personnel Services in writing that the request has been
43 withdrawn.
44

¹ Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.

- 1 6. Transfers will be made from these procedures up to the staff adjustment timeline.
2 These procedures will not expire earlier than five (5) days before school starts.
3
- 4 7. Transfers that became available for the next school year will be posted fifteen (15)
5 working days before the end of school.
6

7 Section B All Others

- 8
- 9 1. Any job subject to transfer will be placed in the Job List for 5 days. Employees who
10 request a transfer will be transferred within their job classification from one work
11 location to another when there are openings provided this results in the operational
12 needs of the school system being met using the following criteria:
13
 - 14 a. length of service¹ preference of the employee;
 - 15 b. the attainment and maintenance of required skill levels by experienced employees
16 needed for the particular type of work to be performed;
 - 17 c. specific training for the current and requested assignments;
 - 18 d. the number of employees with the required skills and training needed for the shift;
19 and
 - 20 e. affirmative action.
- 21
- 22 2. Open positions shall be posted by shift at least five (5) days on a district-wide basis in
23 order to allow employees to request transfers. Such transfer requests shall be
24 considered according to Section B, item 1.
25
- 26 3. Only the original and one subsequent vacancy resulting from staffing through the bid
27 process will be posted for further bid.
28
- 29 4. Employees may be granted a voluntary transfer or bid no more than once in any work
30 year. Once a transfer or bid is granted, an employee is not eligible for transfer until the
31 next work year. This provision may be waived by the Executive Director/designee.
32
- 33 5. The employee will be ranked on the transfer list according to their assignment
34 seniority.²
35
- 36 6. Drivers assigned to Supply Services will move from less than 260 day positions to 260
37 day positions based on assignment seniority, prior to the employment of a part-time
38 employee or a new hire.
39

¹ Length of service shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to length of service for all employees in a job classification as of June 30, 1990.

² Assignment seniority shall be computed for persons employed and employees reassigned to other job classifications after July 1, 1990. For purposes of implementing this provision, seniority date will be equivalent to assignment seniority for all employees in a job classification as of June 30, 1990.

1 7. Drivers in Supply Services will select routes at the beginning of each school year
2 based on assignment seniority. The vehicle will be assigned to the route prior to route
3 selection.
4

5 Section C
6

7 The Employer will make other transfers for good cause as may be necessary for the efficient
8 operations of the school system. Upon request by the Union a list of such good cause
9 transfers will be provided setting forth good cause.
10

11 ARTICLE 19 - LAYOFF/RECALL
12

13 Section A The Superintendent/designee shall meet with representatives of the Union to
14 discuss possible reduction in force prior to the individual personnel recommendations being
15 presented for notification of the Board. Layoff shall occur as follows:
16

- 17 1. The Employer will reduce or layoff those employees having the least length of service
18 within the job classification affected.
19
- 20 2. Employees having greater length of service may displace those having lesser length
21 of service in job classifications at the same or lower salary grades.
22
- 23 3. Length of service at the same or higher salary grades shall be additive as applied to
24 reduction in force.
25
- 26 4. Employees subject to layoff who have greater length of service shall be entitled to
27 placement in a vacancy in a job classification where the skills are directly related to
28 their current one which they have not previously held at the same or lower salary
29 grade when it is determined that they are best qualified to hold the job. The objective
30 shall be placement in vacancies as close under the same salary grade as possible.
31

32 Section B Before positions within job classifications are filled by new applicants or by
33 applicants holding other job classifications, employees previously holding them who were
34 displaced through reduction in force shall be restored to positions within that job
35 classification in seniority order.
36

37 Section C Laid-off employees requesting it in writing shall be considered for filling openings
38 in job classifications they have not previously held before these are posted as vacancies for
39 applicants not currently employed by the Employer. If the employees are equally qualified,
40 seniority shall be a determining factor.
41

42 Section D Laid-off employees who have taken other full-time employment must confirm
43 notification of recall within twenty-four (24) hours.
44

45 Section E Laid-off employees shall furnish to the Employer their current address and
46 telephone number to which all communication shall be directed while they are on layoff.
47

1 Section F While the employee is laid off, the employee will have the option at the
2 employee's expense to remain an active participant in all Employer and State paid
3 insurance benefit programs to the extent they are available to the employee from the
4 carriers.

5
6 Section G Employees on layoff may apply for employment as a substitute within a job
7 classification
8 and when qualified shall be given preference before other substitute applicants are
9 employed.

10
11 Section H Upon return to active employment within the nine (9) calendar months following
12 layoff, the employee shall be credited with unused accumulated sick leave and will be
13 placed on the proper grade and step of the current salary schedule.

14
15 Section I An employee shall be removed from the recall list after two (2) consecutive years
16 in layoff status.

17
18 Section J The Union shall be provided a list of the names and job classifications of laid-off
19 employees.

20
21 ARTICLE 20 - CALENDAR

22
23 The Superintendent shall appoint two (2) employees to serve on the School Calendar
24 Committee from among those nominated by the Union. The employees as full members
25 will offer suggestions and make recommendations with respect to the development of the
26 Annual School Calendar.

27
28 The Superintendent's recommendation to the Board pertaining to the adoption of the Annual
29 School Calendar will be provided in advance to the Union.

30
31
32 ARTICLE 21 - GRIEVANCE PROCEDURE

33
34 Section A Definition

- 35
36 1. Grievance means an alleged violation of the express terms of a specific provision(s)
37 contained within this Agreement. Any alleged complaint or grievance which arose
38 while the employee was in initial probationary status may not be processed as a
39 grievance after completion of the probationary period.
- 40
41 2. Grievant means the person(s) or Union making the allegation or complaint.
- 42
43 3. Written grievances provided for herein must contain the following:
- 44
45 a. Signature(s) of the grievant(s);
46 b. Specific statement of allegation of violation;
47 c. Synopsis of the facts giving rise to the alleged violation;

- d. The specific provisions of this Agreement alleged to have been violated;
- e. Date of the alleged violation; and
- f. Specific relief or remedy requested.

A written grievance not substantially in accordance with these requirements may be rejected as improper.

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

The employee may have a Union representative present during any formal grievance 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 representative shall have the right to be present at all Level III meetings.

Section D Informal Procedure

An employee who believes self to have been wronged by a violation of the express provisions of this Agreement shall within five (5) days of its alleged occurrence 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:

Level I - Grievant/Principal or Unit Director: Within five (5) days after being informed of its informal disposition, the grievant may advance the written grievance to the principal or administrative unit director or other appropriate administrator. The administrator shall discuss the grievance with the employee 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.

Level II - Grievant/Executive Director or Assistant Superintendent: Within five (5) days from receipt of the Level I decision the employee may advance the written grievance to the executive director or assistant superintendent or other appropriate administrator. The 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

1 grievance.
2

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

10 Level IV - Third Party: The Union may submit the written grievance to mediation by
11 notifying the Superintendent/designee within ten (10) days of receipt of the Level III
12 decision. The mediator shall be the person jointly selected by the Employer and the
13 Union.
14

15 The mediator shall have authority to meet with the grievant and authorized
16 representatives of the Employer and the Union and make procedural rules consistent
17 with this Agreement. The mediator shall first make every reasonable effort to resolve
18 the grievance as promptly as practicable after the request for mediation. If
19 unsuccessful, the mediator shall hold a formal hearing and then issue a written
20 decision within a reasonable time but no later than thirty (30) days after the date of
21 selection.
22

23 The mediator shall be without power or authority to alter, amend or modify any of the
24 terms of this Agreement or to offer any opinion or make any decision which is contrary
25 to or violative of the terms of this Agreement. The decision of the mediator shall be
26 submitted in writing setting forth findings of fact and conclusions and will be final and
27 binding.
28

29 The costs for the services of the mediator, including per diem expenses, if any, travel
30 and subsistence expenses and the cost of any hearing room will be borne equally by
31 the Employer and the Union. All other costs will be borne by the party incurring them.
32

33 Section F Grievances Arising From Other Than Immediate Supervisor

34
35 An employee with a grievance arising from an action or inaction on the part of an
36 administrator, other than the immediate supervisor, may initiate a grievance using the same
37 procedure and timelines provided for in Sections D and E.
38

39 Section G Grievance Meetings and Hearings

40
41 All grievance meetings and hearings shall be closed except to the grievants, Union
42 representative(s), Employer representative(s), and essential witnesses.
43

44 Section H General Provisions

- 45
46 1. The time limits provided for in this Grievance Procedure shall be strictly observed
47 unless extended by mutual agreement by the Employer and the Union. Failure of the

1 employee to proceed with the complaint/grievance within the time limits provided shall
2 result in its dismissal. Failure of the administrator(s) to respond within the time limits
3 provided shall advance the grievance to the next step in the Grievance Procedure.
4

- 5 2. A grievance may be withdrawn by the employee at any time and at any step of the
6 Grievance Procedure; provided, however, the same grievance shall not be filed the
7 second time by the same employee after the grievance has been withdrawn.
8
- 9 3. The filing of a grievance shall in no way interfere with the responsibility of the
10 employee to fulfill assigned duties.
11
- 12 4. The commencing of a legal proceeding by an employee or the Union against the
13 Employer in a court of law or equity or any Federal or State administrative agency
14 alleging misapplication or misinterpretation of any provisions of this Agreement shall
15 be deemed an election of remedy and a waiver by said employee or Union of their
16 right to resort to the Grievance Procedure.
17
- 18 5. All official grievance records shall be kept separately from the personnel files.
19
- 20 6. Grievance forms shall be prepared by the Employer and reviewed by the Union which
21 shall have the responsibility for the distribution of the approved forms for filing
22 grievances. The costs of the grievance forms shall be borne by the Employer.
23
- 24 7. The Union shall be entitled to initiate with the appropriate administrator and process
25 through the Grievance Procedure a grievance within this Agreement specific to Union
26 rights and entitlements.
27
- 28 8. Grievance decisions and appeals under Section E shall be in writing with copies
29 transmitted promptly to the grievant, Union, and Superintendent/ designee(s).
30
- 31 9. The grievance procedure may commence at Level III in cases of discipline that
32 include suspension or discharge.
33
- 34 10. Employees denied benefits under Article 12, Assistance in Assault, may commence
35 the grievance process with the director of benefits.
36
37

38 ARTICLE 22 - INDIVIDUAL AGREEMENTS

39
40 The Employer agrees not to enter into any agreement or contracts with the employees,
41 individually or collectively, which in any manner conflicts with the terms and provisions of
42 this Agreement.
43

44 ARTICLE 23 - PRINTING

- 45
46
47 1. Copies of this Agreement shall be printed by the Employer and distributed promptly to

1 all employees by the Union which shall obtain a signed receipt kept available for
2 inspection.

- 3
4 2. The Employer shall furnish a reasonable number of copies to the Union for its use.
5

6 ARTICLE 24 - SAVINGS
7

8 Should an article, section or clause of this Agreement be determined by the appropriate
9 agency or court to be illegal or contrary to federal, state or local law or regulations, it shall
10 be automatically deleted. The remaining articles, sections and clauses shall remain in full
11 force and effect for the established duration, if not affected by the deleted article, section or
12 clause.
13

14 ARTICLE 25 - DURATION
15

- 16
17 1. The Employer agrees to take such action as necessary to give full force and effect to
18 the provisions of this Agreement. The provisions contained within this Agreement
19 supersede and cancel any previous understandings or any duty of the Employer to
20 continue any other policy, rule, or practice and shall supersede any rules, regulations,
21 or practice of the Employer which are contrary. The Employer shall make no change
22 in wage rates, hours of work, overtime differentials and general working conditions or
23 compensable benefits specifically included in this Agreement without prior notification
24 of and, to the extent practicable, participation by the Union.
25
26 2. Either the Employer or the Union desiring changes, additions, or deletions in this
27 Agreement shall notify the other in writing after which a conference must be held
28 within thirty (30) days. Changes, additions, or deletions will be made only upon
29 mutual consent of both parties.
30
31 3. The provisions contained within this Agreement shall be effective from July 1, 2004
32 through June 30, 2007.
33
34 4. This Agreement is made by and between the Employer and the Union as of
35 November 22, 2004.
36

1 Board of Education of Jefferson County, Kentucky

Joseph Hardesty, Chairperson

Stephen Daeschner, Superintendent

W.S. Eckels, Executive Director of
Human Resources

Carolyn S. Meredith, Spokesperson
Director of Employee Relations

2
3 International Brotherhood of Teamsters, Chauffeurs, Warehousemen
4 and Helpers of America, Local 783

Jerry T. Vincent, Sr., Secretary-Treasurer
Spokesperson

John Stovall, Service Agent

Diana Poteet, Chief Union Steward

Thomas Lockard, Chief Union Steward

Larry Parshley, Chief Union Steward

Martin Shearer, Chief Union Steward

5
6

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE JEFFERSON COUNTY BOARD OF EDUCATION
AND
TEAMSTERS LOCAL 783

1. The memorandum of agreement dated November, 1994 related to union leave for Jerry T. Vincent, Jr. is hereby cancelled;
2. Article 11, Section M, Service Agent Leave is hereby deleted from the collective bargaining agreement approved by the Jefferson County Board of Education effective July 1, 2004, and any leave approved as a result of the section is hereby cancelled. The employee impacted by this change will submit an intent to retire effective the completion of the 27th year of service and all costs associated with his employment will be reimbursed to the JCBE by the Teamsters Local 783;
3. The bargaining unit will receive a compensation percentage increase equal to the percentage increase applied to the Jefferson County Teachers Association teachers salary schedule, not to include any other compensation modifications to any other bargaining agreements, for the duration of the Agreement;
4. Direct deposit to one account will be mandatory for all employees;
5. When an employee is on medical leave, a position shall be kept available for the employee to resume duties within the job classification following return from medical leave, provided the employee's planned absence does not exceed sixty (60) scheduled work days. After the sixty (60) days, the employee will be placed on a list for assignment to open positions when they become available;
6. Article IV, Union Rights:

Dues Deduction and Fair Share Fee The union is obligated to represent all employees in the representation unit. Union membership dues of those eligible for representation shall be deducted in equal amounts from the paychecks of employees on the first and second paychecks monthly, except for those who notify the Employer expressly and individually in writing within ten (10) days after eligibility for representation or during the first ten (10) days following the effective date of this Agreement that such dues are not to be deducted. It is understood that the ten (10) day period commences on the hire date of employee or on the effective date of the Agreement.

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

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

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

All challenges must be in writing and must be mailed, delivered or filed not later than sixty (60) days after receipt by the non-member employee of the notice. Upon receipt of a challenge, the union shall deposit into an interest-bearing escrow account, separate from all other union funds, the amount of all fair share fee

payments received on behalf of the challenging non-member employee that is placed in issue by the challenge. The escrow agreement for the escrow account shall provide that the escrowed funds shall be released from the escrow account only in compliance with the terms of an ultimate arbitration award, Louisville Labor-Management Committee decision or final judgment of a court, including any appeals, or by the terms of a mutually agreeable settlement between the union and the challenging non-member employee.

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

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

7. The provisions contained within the collective bargaining agreement and the provisions contained within this memorandum of agreement shall be effective from July 1, 2005 through June 30, 2010.

Agreed to by and for the Jefferson County Board of Education and Teamsters Local 783 on June 27, 2005.

Jerry T. Vincent, Sr.
Secretary-Treasurer

Stephen Daeschner
JCPS Superintendent

John Stovall
Service Agent

Carolyn Meredith
JCPS Director Employee Relations