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Jefferson County Board of Education and Jefferson County Clerical Association (1986)

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Jefferson County Board of Education and Jefferson County Clerical Association (1986)

Keywords
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AGREEMENT

Between the 
Jefferson County 
Board of Education 

and the 
Jefferson County 
Clerical Association 

1986-90
AGREEMENT

BETWEEN THE

JEFFERSON COUNTY BOARD OF EDUCATION

AND THE

JEFFERSON COUNTY CLERICAL ASSOCIATION
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<tr>
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</tbody>
</table>
ARTICLE I - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Employer means the Board of Education of Jefferson County, Kentucky.

2. Association means the Jefferson County Clerical Association, affiliated exclusively with the Kentucky Association of Educational Office Personnel and the National Association of Educational Office Personnel.

3. Employee means any person included in the representation unit.

4. Members or Membership means only those employees in the representation unit belonging to the Association.

5. Superintendent/designee means the Superintendent of Schools of Jefferson County, Kentucky or an administrator or supervisor authorized to act on behalf of the Superintendent in the administration of this Agreement.

6. Days means days of the week, excluding Saturday, Sunday, and holidays.

7. Length of service means amount of time in active pay status while assigned to a job classification(s) as an initial probationary or permanent employee, whichever is applicable, from first compensable day following last break in service computed in years; ties to be broken by seniority.

8. Seniority means the amount of time from first compensable day as an initial probationary or permanent employee following last break in service; ties to be broken by the largest sum of the final four(4) digits of the employee's Social Security number.

9. Vacancy means a permanent full-time position in the administrative organization approved by the Board, funded in the budget, and released for staffing which does not have a regular full-time employee of record assigned to it.

ARTICLE II - EMPLOYER RIGHTS

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

The Association is recognized as official representative of regular, fulltime (excluding initial probationary, part-time, temporary, seasonal and substitute) clerk, secretary, bookkeeper, paraprofessional, and technical employees in Job Family I A, except for those holding positions designated by the Superintendent as confidential/essential.

ARTICLE IV - ASSOCIATION RIGHTS

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

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

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

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

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

6. Association Business The Association president and one(1) employee at each work location designated by the president shall have the right exclusively to transact Association business at work locations to which the employees are regularly assigned at such times before and after employee duty hours and during scheduled meal and rest breaks as will not interfere with or disrupt operations provided the Association president/
designee has previously registered with the chief building administrator and immediate supervisor where applicable. The Association shall provide the Superintendent/designee with a list of the names and work locations of all persons authorized to transact Association business at work locations.

7. Association Leave The Association shall be entitled to designate individual employees to be granted unpaid leave in an aggregate amount not exceeding fifteen (15) days per year to be taken in full days for the conduct of necessary Association business, such designation to be made in writing to the Superintendent/designee normally at least ten (10) days in advance of the leave usage. The Association shall reimburse the Employer for the salaries of the employees on Association leave.

8. Employer-Association Relations Meetings The Superintendent/designee(s) shall meet bimonthly with not more than five (5) representatives of the Association to discuss administration of this Agreement and other matters of mutual concern.

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

10. Board Agenda The Superintendent/designee shall provide the Association upon request a copy of the official agenda in advance of regular Board meetings except for those items privileged by law.

11. Technology changes The Employer shall make every reasonable effort to inform the Association in advance of the introduction of automation or equipment which will likely result in, (a) substantial reduction or displacement of the total number of employees, (b) substantial change in the job to which employees are assigned, or (c) change salary classification of the jobs.

12. Information Exchange The Employer and the Association shall make available to each other upon written specific requests any statistics and reports routinely compiled which are not confidential and which are relevant to this Agreement or necessary for its proper administration.

ARTICLE V - NON-DISCRIMINATION

1. The contents of this Agreement shall be applied to all employees eligible for representation by the Association without regard to race, creed, color, sex, age, handicap, veteran status, national origin, marital status, or terms and conditions of membership in the Association.

2. No rights of employees under the law shall be abridged by the Employer or the Association.

ARTICLE VI - HOURS AND OVERTIME

1. A non-compensated duty-free meal break of at least twenty (20) minutes shall be provided for employees assigned to work locations with
lunchrooms. A non-compensated duty-free meal break of at least forty-five (45) minutes shall be provided for employees assigned to work locations without lunchrooms. Such break shall be assigned by the appropriate supervisor.

2. A ten (10) minute paid rest break shall normally be provided to employees for each consecutive four (4) hour period of service.

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 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. Authorized and approved work performed in excess of forty (40) hours credited to the employees per workweek shall be considered as overtime and shall be compensated at the rate of one and one-half (1 1/2) times the employee's scheduled straight-time hourly wage rate.

6. Time worked for purposes of overtime compensation shall include approved paid leave days including paid holidays.

7. Time worked for purposes of overtime compensation shall not include meal breaks, docked time, unpaid leave time, or other approved unpaid absences from duty.

8. Overtime must be scheduled and approved by the principal or appropriate administrative unit director.

ARTICLE VII - WORKING CONDITIONS

1. Parking facilities shall be provided for the employees.

2. Employees who are required to use their personal automobile in transportation from their regularly assigned work location to another location in the performance of their duties shall be paid mileage at the regular rates and according to the rules established by the Employer.

3. Work schedules, including beginning and ending of the workday and scheduled normal meal and rest breaks as assigned by the principal or appropriate administrative unit director, shall be posted or provided to the employees. An effort will be made to equitably redistribute the workload when absences occur.

4. Employees or representatives shall be entitled to provide advice and make recommendations with regard to equipment and furniture of which the employees are the primary users.

ARTICLE VIII - SAFETY

1. The Employer shall be responsible for providing and maintaining a safe place of employment.
2. Each employee shall cooperate and encourage others to work in a safe manner and to comply with all applicable local, state and federal policies, rules, regulations and orders.

3. Employees shall be responsible for reporting observed unsafe or hazardous practices or conditions to the immediate supervisor or appropriate administrator who shall contact duly qualified personnel who will make a timely inspection and take steps to remedy the condition.

4. The Employer shall investigate reports by employees of unsafe or hazardous practices or conditions made on the appropriate safety form and shall provide a written response to such reports.

5. Employees shall not be required to work under conditions determined by qualified administrative personnel to be detrimental to their health, safety and well-being.

6. Employees shall use and maintain the safety equipment and protective devices furnished or required by the Employer necessary to meet recognized safety standards.

7. Employees, individually and through the Association, shall be entitled to present advice and make recommendations to the Employer with respect to improving safety awareness and practices associated with their work assignments.

ARTICLE IX - EXTRA EMPLOYMENT

1. Employees who request it on the appropriate form within the established timelines shall be given consideration for work as temporary employees in seasonal and voluntary assignments which occur beyond their regularly scheduled workyear and which are directly and similarly related to their regular jobs and for which the Employer deems them best qualified. Employees who are chosen for such assignments shall be selected after laid-off personnel have been first considered and before applicants who are not currently employed by the Employer are considered.

2. Those chosen as temporary employees for extra employment assignments shall be paid from the salary schedule currently in effect for temporary employees as of the time the services are rendered.

3. Employees in this representation unit working as temporary employees shall be covered by Article I, II, III and XXI exclusively.
ARTICLE X - COMPENSATION

Section A Wages/Wage Rates

1. Paydays shall be on a biweekly basis normally every other Friday following courier service delivery except when they fall on a paid holiday, in which case they shall be the preceding workday.

2. The Association shall be entitled to submit and discuss with the Employer information, opinions, and proposals on wage rates which shall not be reduced except as a result of balancing the budget.

Classified Nonmanagerial/Nonadministrative Hourly Wage Rates

Clerical, Paraprofessional and Technical Employees in Job Family I A
Represented by JCCA

1986-87

<table>
<thead>
<tr>
<th>Salary</th>
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<th>3(1)</th>
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<tr>
<td>15</td>
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<td>10.82</td>
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<td>6.05</td>
<td>6.29</td>
<td>6.53</td>
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Effective July 1, 1987, costs for step increases will be provided as follows:

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<th>1987-88</th>
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<td>0 thru 5</td>
<td>1 step</td>
<td>$.12 per hour</td>
<td>$.15 per hour</td>
</tr>
<tr>
<td>6 thru 8</td>
<td>1 step</td>
<td>$.26 per hour</td>
<td>$.29 per hour</td>
</tr>
<tr>
<td>9 thru 11</td>
<td>1 step</td>
<td>$.40 per hour</td>
<td>$.41 per hour</td>
</tr>
</tbody>
</table>

Shift differentials:
- Second: $.20 per hour
- Third: $.32 per hour

Career incentive increments for credited experience as recognized by the Jefferson County Schools:
Section B Insurance and Retirement

1. Health and hospitalization insurance on single premium basis or same premium dollar amount for Health Maintenance Organization - when full premium paid by State.

2. $3,000 term life insurance - when full premium paid by State.

3. Term life insurance equal to one(1) times annualized earnings with $10,000 minimum computed from appropriate placement on the Job Family I A Salary Schedule - full premium paid by Employer.

4. Cancer insurance for individuals - full premium paid by Employer.

5. Workers compensation - full premium paid by Employer.


7. Unemployment compensation - full premium paid by Employer.

8. Liability insurance - full premium paid by Employer.

9. Voluntary Employee Group Insurance Program - full premium paid by employee through payroll deduction(any or all coverages):
   a) Homeowners or Renters Insurance
   b) Automobile Insurance
   c) Term Life Insurance - Employee and Family
   d) Accidental Death and Dismemberment Insurance - Employee and Family
   e) Legal Services - Employee and Family

10. Social Security - Employer Share

11. County Employees Retirement System(CERS) - Employer Share.

Section C TB Tests

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

Section D Payroll Deductions

1. U.S. Savings Bonds

2. United Way

3. Approval Tax-Deferred Annuities

4. Credit Union
Section E Fringe Benefit Pool Contribution

An amount of money equal to 3.5% of annualized regular straight time wages plus career incentive increments (excluding extra earnings and overtime) prorated to amount of time for which they are credited shall be paid for each employee for the purchase of one (1) or more benefits approved by the Employer. The employee may currently make selections from among the following benefits:

1. Medical
2. Supplemental medical
3. Dental
4. Cancer
5. Vision
6. Accidental death and dismemberment
7. Legal
8. Cash (taxable)

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

The cash benefit selected by an employee will be adjusted by an amount sufficient to recompense the Employer for any extra costs related to the Employer's match on Social Security and/or retirement contributions associated with that benefit. When the employee has not made a selection or when a balance remains after selection, the employee shall be deemed to have selected the cash option.

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

Employees with five (5) years or more seniority upon retirement from the Jefferson County Schools shall be compensated for services rendered with an amount of money calculated as a percentage (%) of the value of each unused accumulated sick leave day computed from the scheduled wage rate and career incentive increments with the maximum not to exceed the statutory limit.

<table>
<thead>
<tr>
<th>Unused accumulated sick leave days</th>
<th>1-79</th>
<th>80+</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year eligible for service retirement with/without annuity deduction or upon disability retirement</td>
<td>25%</td>
<td>30%</td>
</tr>
<tr>
<td>2nd year eligible for service retirement without annuity deduction</td>
<td>20%</td>
<td>25%</td>
</tr>
<tr>
<td>3rd year eligible for service retirement without annuity deduction</td>
<td>15%</td>
<td>20%</td>
</tr>
<tr>
<td>4th year of eligibility for service retirement without annuity deduction, and later</td>
<td>7%</td>
<td>12%</td>
</tr>
</tbody>
</table>
ARTICLE XI - LEAVES OF ABSENCE

Section A Sick Leave

1. Sick leave with pay shall be granted if the employee presents a personal affidavit or a certificate of a reputable physician stating that the employee or a member of the employee's "immediate family"* was ill on the day or days absent and providing the employee has not exhausted all of the current and accumulated sick leave credit.

2. Employees shall earn one(1) day sick leave per month or major portion thereof credited on the basis of the number of months of employment not to exceed twelve(12) days. The unused portion of the sick leave allowance may accumulate year-to-year without limitation.

3. When an employee becomes ill on the job, the employee may choose to take sick leave or to be docked for the time not worked.

4. Sick leave may be taken in whole days only, except that an employee may take one-half(1/2) day sick leave not more than four(4) times within a running 12-month period in which case an attending physician's statement may be required.

5. If an employee uses all accumulated sick leave and is still unable to return to assigned duties, prior to its expiration the employee may apply for and be placed on unpaid medical leave of absence at which time it becomes the responsibility of the employee to assume the payment of all insurance premiums.

6. Unused sick leave will not be paid upon layoff, resignation, or discharge of employees.

7. When the Employer/supervisor determines that absences from work are frequent enough to interrupt the efficient flow of operations, a physician's written verification of illness may be required. Excessive use of sick leave shall be considered cause for disciplinary action. Failure to provide medical documentation may result in denial of sick leave.

8. When an employee is to be absent from work, the principal or administrative unit director/designee must be notified prior to that absence. An employee shall not be required to call each day of a prolonged absence provided the employee has informed the administrator during the initial notification of the specific days of anticipated absence. Failure to provide timely notice of any absence may result in a denial of sick leave.

9. An employee may use paid sick leave for illness or disability resulting from pregnancy.

*"Immediate family" means the employee's spouse, children, including stepchildren, parents and spouse's parents without regard to the location of the residence of said relative.
Section B Medical Leave

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

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

3. A position shall be kept available for the employee to resume duties within the job classification following return from medical leave provided:
   a. the employee had asked that a position be kept available at the time the leave was requested,
   b. such position has not been eliminated during the employee's absence for any valid reason,
   c. the employee's planned absence does not exceed sixty (60) days,
   d. the employee would not have been laid off had leave not been taken, and
   e. the employee is medically able to fulfill the duties of the position.

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

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

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

Section C Emergency Leave

Each employee shall be credited with two (2) days of paid emergency leave per year which will not accumulate from year-to-year. Emergency leave shall be granted in units of full days.
Reasons for granting emergency leave with pay shall be:

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

Section D Personal Leave

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

1. the employee must make the request at least five (5) workdays in advance on the form provided for that purpose,
2. the request must be approved by the employee's immediate supervisor or appropriate administrator on the basis that the employee's absence will not interrupt or impede the work program, and
3. permission will not be unreasonably withheld.

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

Section E Child Rearing/Adoption Leave

1. An employee presenting the required evidence shall upon written request to the Department of Personnel Services be granted an unpaid leave of absence necessary to meet child adoption requirements and for the purpose of rearing the employee's pre-school child(ren) or other child who is unable to care for self in which case a physician's statement may be required.

2. A single child rearing leave shall be granted for a period of no less than forty-five (45) days and no more than two (2) consecutive work years or major portions thereof upon written request to Personnel Services, except that such leave may be taken for less than forty-five (45) days if the employee has exhausted all sick leave and the need is directly related to an illness of the child.

3. The Employer shall keep a position available for the employee to resume duties within the job classification following return from the leave provided:
   a. the employee had asked that a position be kept available at the time the leave was requested,
   b. such position has not been eliminated during the employee's absence for any valid reason,
   c. the employee's planned absence does not exceed sixty (60) days, and
   d. the employee would not have been laid off if leave had not been taken.

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

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

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

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

2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll office) must be completed each pay period and forwarded with the Payroll Exception Card to the payroll office.

3. A money order or personal check (payable to the Treasurer, Jefferson County Board of Education) for the amount of compensation received for jury duty excluding any expenses reimbursed to the employee by the court such as travel and parking shall be delivered to the principal or immediate supervisor for transmittal to the payroll office.

Section G Court Appearance Leave

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

Section H Military Leave

Employees drafted for military service, who enlist during a state of emergency, or are recalled to active duty from reserve shall be granted an unpaid leave of absence for a period not to exceed the initial period of military service. An employee on military leave who within forty-five (45) days after the employee's separation from military service makes written application shall be restored to a position, provided the employee furnishes proof of discharge or separation from military service under honorable conditions and is found by a physician selected by the Employer to be in a satisfactory state of health for the performance of the job's duties. Upon return the employee shall be placed on the step of the salary grade which would have been achieved had the employee remained actively employed in the district during the period of active military service with a maximum of two (2) years service credit.

Section I Vacation Leave

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days Earned Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1</td>
<td>10</td>
</tr>
<tr>
<td>2 thru 10</td>
<td>15</td>
</tr>
<tr>
<td>11 and over</td>
<td>20</td>
</tr>
</tbody>
</table>

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

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

5. Vacation leave shall be taken in full days.

6. Immediate supervisors, principals or administrative unit directors shall see that employees have opportunities to use vacation leave days and not forfeit them. Vacation leave shall be scheduled by the principals or administrative unit directors in accordance with operating requirements and, insofar as practicable, with the requests of employees.

7. Employees shall request vacation leave on the appropriate form as far in advance as practicable and at least ten (10) working days prior to the requested leave days. This provision may be waived by the supervisor under extenuating circumstances.

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

Section J Holiday Leave

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

Section K Political Activity Leave

1. Upon written request an unpaid leave of absence may be granted to an employee for not less than thirty (30) days or more than two (2) workyears or major portions thereof for the purpose of campaigning for or serving in public office once the employee becomes a candidate for such office.

2. A position shall be kept available for the employee to resume duties within the job classification following return from leave provided:
   a. the employee had asked that a position be kept available at the time the leave was requested,
   b. such position has not been eliminated during the employee's absence for a valid reason,
   c. the employee's planned absence does not exceed sixty (60) days, and
   d. the employee would not have been laid off had leave not been taken.
After sixty(60) days the employee will be placed on a list for assignment to open positions within the job classification when they become available.

Section L Education/Training Leave

Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or more than two (2) years may be granted to an employee for purposes of attending an educational training program approved by the Employer.

Section M Length of Consecutive Leaves of Absence

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

Section N Notarizing Leave Affidavits

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

Section O Resumption of Benefits Following Leave

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

ARTICLE XII - ASSISTANCE IN ASSAULT*

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

Section A General Assistance

1. The immediate supervisor shall, on the form provided, report any case of alleged assault on an employee to the appropriate administrator who shall acknowledge receipt of such report.

2. The administrator shall notify the employee of readiness to assist as follows:

   a. Obtain from police and/or from the immediate supervisor and others relevant information concerning the alleged assault and offenders; and

   b. Act in other appropriate ways as liaison between the employee, the police, and the courts.

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 Appearance

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 resulting from an assault for a period up to and including forty-five (45) days subsequent to the first day of absence related to the assault. The first ten (10) days of the forty-five (45) day period will not be deducted from sick leave. The remaining thirty-five (35) days shall be deducted from sick leave to the extent accrued. For periods longer than forty-five (45) 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.

*As defined in criminal laws of Kentucky.

ARTICLE XIII - 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.

3. Every reasonable effort will be made within the Employer's resources to provide training opportunities for employees on a voluntary basis to strengthen their capabilities and skills fulfilling their assigned duties and in qualifying for other assignments.

ARTICLE XIV - EVALUATION

1. The performance of employees shall normally be evaluated in writing at least annually based on performance expectations for holding the job.
2. The evaluation shall be based only upon information gained over a period of time through direct observation, from personal knowledge, or from any source which is demonstrable as fact.

3. All observation for evaluation of work performance shall be conducted in an open and non-secretive manner.

4. The evaluator shall cite strengths in performance and identify weaknesses to be corrected.

5. The evaluator shall not use any information of a derogatory nature in the evaluation of an employee unless the employee is: (a) provided the information within fifteen (15) work days of its receipt by the Employer; and (b) provided the opportunity to submit a written response.

6. A copy of the employee's performance evaluation shall be made available to the employee at the time of evaluation, and whenever possible, shall be reviewed with the employee by the appropriate evaluating supervisor within ten (10) days of the evaluation.

7. The employee being evaluated shall have the right to review the evaluation and file a statement for attachment to it within ten (10) days providing a copy to the evaluator.

8. The employee shall sign all evaluations which indicates only that the employee has seen and received a copy.

9. Any review of the evaluation forms shall involve employees selected by the Association.

ARTICLE XV - DISCIPLINE

1. Any employee disciplinary action taken shall be progressive when practicable and depending upon seriousness and the employee's work record may include:
   a. warning
   b. written reprimand
   c. probation, reassignment and/or transfer, suspension without pay (5 days or pending completion of investigation and decision), or combination thereof; and/or
   d. discharge

2. No employee shall be issued written reprimands, placed on probation, reassigned and/or transferred, suspended without pay, 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 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.

3. Any information used in disciplinary action shall be made available to the
employee.

4. The immediate supervisor or appropriate administrator shall promptly
inform the employee of any disciplinary action and the reasons therefor.

5. 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.

6. An employee disciplined in writing shall have the opportunity to make a
written response for inclusion in the personnel file within ten (10) days
providing a copy to the person taking the disciplinary action.

7. When suspension without pay or discharge is involved the employee upon
request to the Department of Personnel Services 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 Association present.

ARTICLE XVI - PERSONNEL FILES

1. No documents except those listed below shall be placed in an employee's
personnel file:

   a. Evaluations, reprimands and commendations
   b. Payroll records
   c. Change of Status forms, Re-Election forms, requests/approvals of
      Transfers and Leaves of Absence forms and correspondence relating to
      such
   d. Transcripts, Official Notifications from universities/colleges
   e. Contracts of employment, job offers, responses to job offers
   f. Previous employment data
   g. Applications, references, resumes, and verification of experience and
      training
   h. Tests taken for a job
   i. Licenses or certifications required for a position
   j. Military service records
   k. Health data related to employment status
   l. Investigative reports and records related to pre-employment and
      disciplinary action
   m. Police checks and arrest/court records.

2. An employee shall have the right to view the contents of the personnel
file except for previous employment data, references, and letters of
recommendation at which time a representative of the Association may be
present when requested by the employee. At the employee's request and
expense the employee will receive a copy of any document in the employee's
file except for previous employment data, references and letters of
recommendation.
3. There shall not be established a separate confidential personnel file outside the Department of Personnel Services.

ARTICLE XVII - ASSIGNMENT

1. Employees shall be assigned to duties within their job classification with consideration given to their preference provided this results in the operational needs of the district being met using the following criteria:

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

2. Employees who apply in writing may be reassigned to vacancies in other job classifications within the representation unit with consideration given to their preference provided this results in the operational needs of the district being met using the following criteria:

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

Employees who apply for jobs in those vacancies which would result in a salary increase from either a longer workyear or higher salary grade shall be given preference over those not employed by the school system when the Employer deems them equally qualified, which judgment is reserved solely to the Employer.

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

ARTICLE XVIII - TRANSFERS

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

   a. the attainment and maintenance of required skill levels by experienced employees needed for the particular type of work to be performed,
   b. training specific to the current and requested assignments,
   c. number of employees with the skills and training needed,
   d. recommendation of receiving supervisor following interview for bookkeepers, secretaries, and clerks performing duties peculiar to secretarial functions, and
   e. affirmative action.
2. Actual transfers of school-base employees may be deferred after school starts until the forthcoming year.

3. Employees in the affected job classification shall be considered first for transfers before vacancies are posted at least five(5) days on a district-wide basis.

4. The Association shall be provided with a copy of all job postings.

5. The Employer shall make other transfers for good cause as may be necessary for the efficient operation of the district.

ARTICLE XIX - REDUCTION IN FORCE

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

1. The Employer will identify for layoff the least senior employees in categories affected by reduction/elimination of positions.

2. Employees whose positions have been eliminated shall be considered for positions for which they are qualified which are available for assignment resulting from resignations, retirements, or other attrition and those vacated by employees identified for layoff.

3. An effort will be made to make assignments within the categories from which reduced and which will result in the least reduction in compensation.

4. An employee is exempt from layoff if:

   a. the employee holds a position in a salary grade greater than that held by any employee affected by reduction/elimination of position, or

   b. the employee holds a position for which no unassigned employee is qualified.

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

1. Affected employees shall be considered for recall/restoration in order of seniority before the positions from which employees have been laid-off/reduced are filled by new applicants.

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

3. A laid-off employee who rejects recall, fails to report for work when assigned, or who resigns or retires will no longer be considered for recall/restoration.
Section C  Laid-off employees who have taken other full-time employment must confirm notification of recall within twenty-four (24) hours.

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

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

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

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

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

Section I  The Association shall be provided a list of the names and job classifications of laid-off employees.

ARTICLE XX - CALENDAR

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

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

ARTICLE XXI - GRIEVANCE PROCEDURE

Section A Definition

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

2. Grievant means the person(s) or Association making the allegation or complaint.

Section B Purpose

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

In any formal grievance meeting, the employee may have an Association representative present during the meeting. If the Association 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 Association shall have the right to be present at the Level III meetings.

Section D Informal Procedure

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

Section E Formal Procedure

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

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

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

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

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

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

The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement or to offer any opinion which is contrary to or violative of the terms of this Agreement. The opinion of the mediator shall be submitted in writing setting forth findings of fact and conclusions and will be binding unless dismissed by a majority vote of the Board voting at a public meeting within twenty (20) days of its receipt. Prior to the Board voting the Association shall have the right to have a representative appear and present the Association's position.

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

Section F Grievances Arising From Other Than Immediate Supervisor

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

Section G Grievance Meetings and Hearings

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

Section H General Provisions

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

2. A grievance may be withdrawn by the employee at any time and at any step of the Grievance Procedure; provided, however, the same grievance shall not be filed the second time by the same employee after the grievance has been withdrawn.
3. The filing of a grievance shall in no way interfere with the responsibility of the employee to fulfill assigned duties.

4. The employee and the Association are required to exhaust the Grievance Procedure before seeking alternative remedies including rights to which they are entitled under the law.

5. The commencing of a legal or administrative appeal proceeding by an employee or the Association against the Employer in a court of law or equity or any Federal, State, or local administrative agency alleging misapplication or misinterpretation of any provisions of this Agreement shall be deemed an election of remedy and a waiver by said employee or Union of their right to resort to the Grievance Procedure.

6. All official grievance records shall be kept separately from the personnel files.

7. Grievance forms shall be prepared by the Employer and reviewed by the Association which shall have the responsibility for the distribution of the approved forms for filing grievances. The costs of the grievance forms shall be borne by the Employer.

8. The Association shall only be entitled to initiate with the appropriate administrator and process through Section D and the applicable steps of Section E a complaint/grievance alleging violation, misapplication, or misinterpretation of a provision(s) within this Agreement specific to Association rights and entitlements and those which affect a substantial number of employees district-wide.

9. Grievance decisions and appeals under Section E shall be in writing with copies transmitted promptly to the grievant, Association, and Superintendent/designee(s).

ARTICLE XXII - PRINTING

1. Copies of this Agreement shall be printed by the Employer and distributed promptly to all employees by the Association which shall obtain a signed receipt kept available for inspection.

2. The Employer shall furnish a reasonable number of copies to the Association for its use.

ARTICLE XXIII - SAVINGS

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

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

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

3. The provisions contained within this Agreement shall be effective from July 1, 1986 through June 30, 1990 except for Article X which shall be effective from July 1, 1986 through June 30, 1988. Article X shall be reopened and subject to revision effective July 1, 1988.

4. This Agreement as contained herein is made by and between the Employer and the Association as of June 9, 1986.
<table>
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<tr>
<th>EMPLOYER:</th>
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<tbody>
<tr>
<td>Claude Purvis</td>
<td>Janis W. Bell, President</td>
</tr>
<tr>
<td>Chief Negotiator</td>
<td>Chief Spokesperson</td>
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<tr>
<td>VanHoose Education Center</td>
<td>Bookkeeper, Male High School</td>
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<tr>
<td>Carolyn Hayes, Principal</td>
<td>Mary J. Smith, President-Elect</td>
</tr>
<tr>
<td>Hazelwood Elementary School</td>
<td>Secretary, Durrett Education Center</td>
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<tr>
<td>Ronald E. Jones, Director</td>
<td>Iris Sherley, 1st Vice-President</td>
</tr>
<tr>
<td>Classified Personnel Administration</td>
<td>Secretary, Goldsmith Elementary School</td>
</tr>
<tr>
<td>Stella Thompson</td>
<td>Betty P. Davis, Treasurer</td>
</tr>
<tr>
<td>Budget Development Specialist</td>
<td>Lead Phototypesetter</td>
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<td>VanHoose Education Center</td>
<td>Durrett Education Center</td>
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<td>Yvonne Keeton, Corresponding</td>
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<td>Secretary, Bookkeeper</td>
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<td>Cochran Elementary School</td>
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<td>Bettie Sneed, Recording Secretary</td>
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<td>Bookkeeper, Waggener High School</td>
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<td></td>
<td>Louella Whitaker, Alternate</td>
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<td>Paraprofessional, Luhr Elementary</td>
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