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Dyees Association

Schools – Colorado

About 3,600 Employees
AGREEMENT

between the

JEFFERSON COUNTY SCHOOL DISTRICT R-1
BOARD OF EDUCATION

and the

CLASSIFIED SCHOOL EMPLOYEES
ASSOCIATION
(CSEA)

Effective
January 1, 2000 - December 31, 2004
JEFFERSON COUNTY SCHOOL DISTRICT R-1

Jefferson County, Colorado

"We Are One"

Jefferson County Public Schools

BOARD OF EDUCATION

Jon DeStefano President
Tori Merritts 1st Vice President
David R. DiGiacomo 2nd Vice President
Debra Oberbeck Secretary
Vince Chowdhury Treasurer

SUPERINTENDENT OF SCHOOLS

Jane Hammond
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

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Steve Farmer  
            President
John Hilgers  
            1st Vice President
Don Mefford  
            2nd Vice President
Maxine King  
            Secretary
Joe Selvidio, Jr.  
            Treasurer

JOINT NEGOTIATING TEAM

Bruce Backer  
            Executive Director, Classified Human Resources
Beth Bivens  
            Administrative Coordinator, CSEA
Joe Bolton  
            Executive Director, Auxiliary Services
Robert Brown  
            Executive Director, CSEA
Randy Crask  
            Maintenance
Jim Ellis  
            Principal, Bell MS

Steve Farmer  
            President, CSEA
Vivian Fitzpatrick  
            Food Service
Jeffry Fry, Esq.  
            Legal Counsel, CSEA
Charlie Geuin  
            Mechanics
John Hilgers  
            Negotiations Chairperson, CSEA/Transportation
Peggy Hilgers  
            Transportation
Eva Lockner  
            Food Service
Connie Luckey  
            Operations/Warehouse
Don Mefford  
            2nd V. President, CSEA/Operations/Warehouse
Darci Mohr  
            Executive Director, Employee Relations
Lillian Montague  
            Labor Relations Administrator, Employee Relations
Marvin Morgan  
            Mechanics
Larry Ottele  
            Assistant Principal, Standley Lake HS
Cindy Partridge  
            Principal, Leawood Elementary
Sherida Peterson  
            Area Administrator
Joe Selvidio, Jr.  
            Treasurer, CSEA/Maintenance
Bob Smith  
            Director, Facilities Services
Diane Staroscik  
            Office Professionals
Jane Sterling  
            Office Professionals
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NEGOTIATED AGREEMENT

between

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

and

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

Jefferson County, Colorado

THIS AGREEMENT is made and entered into by and between JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1 in the STATE of COLORADO and the CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION of JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1 this 1st day of January, 2000.

This Agreement is made between the parties to set forth the wages, hours, and terms and conditions of employment for classified employees of Jefferson County School District No. R-1 and to define the rights and duties of the parties hereto, the parties having independently and mutually determined, free of coercive influence; that the duties imposed upon them by the law of the State of Colorado may most effectively be discharged by and through the execution and performance of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:
ARTICLE 1
Definitions

1-1 The term "employee" as used in this Agreement shall refer to all classified employees of the School District in the following classifications: Facilities Management, Office Personnel, Materials Management, Information Systems, Transportation, Disabled Children's Aides, Food Service, ESL Tutor/Interpreters, Library Media Technicians, Campus Supervisors, Risk Management and any other classification mutually agreed upon by the District and the Association. These employees are represented exclusively by the Association, as defined in Article 3, Recognition. Specifically excluded from membership and representation by the Association are administrative personnel, substitute employees, confidential employees, and temporary employees.

1-2 The term "Board" as used in this Agreement shall mean the Jefferson County School District R-1 Board of Education.

1-3 The term "CSEA" or "Association" as used in the Agreement shall mean the Classified School Employees Association of the Jefferson County School District R-1.

1-4 The term "School District" or "District" as used in this Agreement shall mean the Jefferson County School District R-1 in the State of Colorado.

1-5 The term "Superintendent" as used in this Agreement shall mean the Superintendent of the Jefferson County School District R-1 in the State of Colorado.

1-6 The term "Budget Year" shall mean the period from any July 1 to June 30 of the following year.

1-7 The term "Days" shall be defined as follows:

   A. "Day" or "Days" shall mean calendar days.

   B. "Workday" or "Working Days" shall mean that period of time when an employee is required to perform his/her assigned duties.

   C. "Weekday" shall mean days of the week excluding Saturday, Sunday and holidays.

1-8 The term "Workweek" as used in this Agreement shall mean that period of time beginning at 12:01 a.m. Sunday and continuing through 12 midnight the following Saturday.

1-9 The term "just cause" as used in this Agreement shall mean a fair and adequate cause, which is based on reasonable grounds and governed by the exercise of good faith.

1-10 Members of the "Immediate Family" as used in this Agreement are defined as follows:

   A. Brother
   B. Brother-in-law
   C. Daughter
   D. Daughter-in-law
   E. Father
   F. Father-in-law
   G. Grandchildren
   H. Grandparents
   I. Mother
   J. Mother-in-law
   K. Relative living in the immediate household of the employee
   L. Sister
   M. Sister-in-law
   N. Son
   O. Son-in-law
   P. Spouse
   Q. Others as mutually agreed upon by the immediate administrator and the employee
   R. Others

1-11 Twelve-month full-time salaried employees are those employees who are assigned a twelve-month work year.

1-12 Ten and one-fourth month salaried employees are generally office personnel who are assigned to work a 205-day work year.

1-13 A regular part-time hourly employee is one who is employed in an established position for twenty-two and one-half hours or less per workweek.
A regular full-time hourly employee is one who has completed the probationary period and is employed in an established position which normally requires more than twenty-two and one-half hours per workweek.

The term "continuous service" shall mean that service commencing on the first day the employee provides service to the District on a regular basis. Continuous service shall not be interrupted by approved leaves of absence; however, that period of time an employee is on approved leave shall not be credited for the purpose of computing continuous service.

The term "newly hired probationary employee" shall mean an employee who has not completed the initial probationary period as set forth in Section 9-1-1 of this Agreement.

The term "probationary employee" shall mean an employee who has completed the probationary period set forth in Section 9-1-1 of this Agreement but who has been promoted or transferred to a position placing the employee in the status created by Sections 10-5-5-4 and 10-5-5-5 of this Agreement.

ARTICLE 2
General

2-1 Nondiscrimination

The parties agree to continue their policies of not discriminating against any person because of disability, race, religion, color, age, national origin, sex, marital status, or membership or non-membership in any organization.

Employee grievances alleging discriminatory treatment by the District based on any of the factors set forth in the first paragraph of this Article may be filed under Board Policy Staff Complaints and Grievances procedures or with the CSEA Grievance Chairperson.

The employee may choose either the Board Policy Staff Complaints and Grievances Procedures or the grievance procedures in Article 6 of this Agreement, but the employee may not use both procedures.

2-2 Advance Notice and Information of Board of Education Meetings

The District will provide the CSEA two copies of the agenda, with background materials, and minutes of the previous meeting for each Board of Education meeting at the same time copies of the agenda are mailed or provided to Board of Education members.

2-3 This Agreement constitutes CSEA and Board Policy as to the matters contained herein for the term of this Agreement. Both parties to this Agreement will exercise their best efforts to carry out the commitments contained in this Agreement and will give the Agreement as written full force and effect, both as to the written word and the intent of the parties.

2-4 This Agreement shall be governed and interpreted to comply with the Constitution and Laws of the United States and the State of Colorado.

2-5 If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect, and the parties shall meet within a reasonable time to renegotiate the stricken provisions.

2-6 In case of any direct conflict between the express provisions of this Agreement and any CSEA or Board Policy and Procedure currently in effect and not incorporated in this Agreement, the conflict shall be resolved in favor of the terms and conditions of this Agreement.
2-7 Necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, for grievance processing and other necessary documents, will be jointly prepared and distributed.

2-8 In any matter not covered by this Agreement, Board Policy shall control.

2-9 Management Rights

This Article, and any Agreement pursuant thereto, shall not impair any constitutional, common law, statutory or traditional duties or responsibilities of the public employer to organize or manage its structure, perform its functions or operations, or determine its policy. These sole and exclusive duties and responsibilities shall not be abridged.

The authority of the Board to hire, transfer, promote, assign or retain employees; to suspend, demote or discharge employees or take other disciplinary action for cause; to terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine practices and standards for hiring and promoting shall not be, and is not in any manner, impaired by or through the execution and performance of this Agreement.

Nothing contained in Section 2-9 shall be construed to limit the discretion of the School District to confer with employees in the process of developing policies relating to the programs of the School District.

2-10 Any other provision of this Agreement notwithstanding, the parties shall have the joint right to mutually agree upon any method for achieving goals or for resolution of any controversy related to this Agreement or the performance of any part of this Agreement.

2-11 Employees shall not be assigned duties that are clearly unrelated to their job descriptions.

2-12 Employees selected or assigned to lead positions such as Building Engineer, Head Custodian, Food Service Manager, Facilitator, Service Specialist, and Leadperson will, in addition to their normal duties, be responsible for assigning, evaluating and assisting the appropriate supervisor in grievance resolution. A leadperson's assistance in grievance resolution will only be required when the leadperson is directly involved. Such leadpersons may also be required to make recommendations in cases of selection and/or discipline. Nothing in this Agreement shall be construed in a manner that would remove the aforesaid employees from the present bargaining unit.

ARTICLE 3

Recognition

3-1 The Board recognizes the CSEA as the sole and exclusive bargaining agent for all employees of the District, as defined in Section 1-1.

ARTICLE 4

Duration

4-1 The provisions of this Agreement shall become effective as of January 1, 2000, and shall continue and remain in full force and effect until midnight, December 31, 2004, except as expressly set forth in this Agreement.

ARTICLE 5

Bargaining Procedures

5-1 Definitions

5-1-1 The term "good faith" as used in this Article shall mean a sincere attempt to resolve differences through the bargaining process.
5-1-2 The term "good will" as used in this Article shall mean honest and open communication between the parties and a sincere effort to effect mutual accommodation through the bargaining process.

5-2 Scope

5-2-1 The District and the CSEA, through their designated representatives, shall meet and negotiate for the purpose of reaching agreement.

5-2-2 The District and the CSEA, through their representatives, shall develop jointly, shall reduce to writing, and shall approve mutually the procedures for negotiating in good faith on wages, hours, terms and conditions of employment, consistent with Section 2-9.

5-3 Interim Agreements

5-3-1 No additions, waivers, deletions, modifications, changes or amendments to this Agreement shall be made during its life, except by mutual consent, in writing, of the parties.

5-3-2 The CSEA and the District agree that their mutual intent in reaching agreement is to close all negotiations between the parties for the five-year period beginning January 1, 2000, through December 31, 2004, except as expressly set forth in Article 19.

5-4 Successor Agreement

5-4-1 Written requests for negotiation of a successor agreement may be submitted by the District to the CSEA or by the CSEA to the District, through their representatives. Such written requests shall be submitted not later than December 1, 2003, or at such later date as may be agreed upon by both parties. Such request will specify the subject matter to be considered and will include the specific written proposal(s) to be submitted for negotiations. A written acknowledgment of the request will be made within ten days of the receipt of the request.

5-5 Conducting Negotiations

5-5-1 The parties shall meet in a timely fashion to ask questions regarding the proposals received, to establish preliminary negotiation schedules, and to mutually design bargaining ground rules.

5-5-2 The places and times of negotiations should be mutually agreed upon. The hosting party shall be responsible for arranging adequate facilities and a location which is conducive to the bargaining process.

5-5-3 The negotiations schedule will be developed jointly by the parties so as to favor neither bargaining team above the other and to be most productive to the bargaining process.

5-5-4 The parties agree not to make unilateral public statements about the progress of negotiations during the negotiations process. Bargaining confidentiality will be respected to the extent permitted by law.

5-5-5 During negotiations, the District and the CSEA, through their representatives, will present relevant data, exchange points of view and make proposals and counterproposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

5-5-6 The parties agree to negotiate in good faith and with good will.

5-6 Adopting Agreements

5-6-1 The parties will initial and date each Article on which they have achieved agreement. Agreements on particular provisions may be mutually reopened for further
negotiations. It is understood that any agreement is tentative until agreement is reached on all items in negotiations.

5-6-2 Tentative agreements reached as a result of negotiations will be reduced to writing and presented by the CSEA to its membership for ratification within thirty days after tentative agreement has been reached. The CSEA shall have ten working days, from the date that the tentative agreement has been presented to its membership for ratification, in which to advise the District in writing of the acceptance or non-acceptance of the tentative agreement. Absence of a written reply within the allotted time shall constitute ratification. Following ratification by the CSEA, the Agreement shall be placed on the agenda for the next Board meeting for its adoption. After the Agreement is adopted by the Board, the final Agreement will be signed within thirty days by the Board and the CSEA.

5-7 Impasse Resolutions

5-7-1 If the negotiations described in Sections 5-2 through 5-6 have reached an impasse, the issues in dispute shall be submitted to mediation/fact-finding for the purpose of inducing the District and the CSEA, through their representatives, to make a voluntary agreement. The mediator/fact finder shall be selected as agreed upon; or in the event that the parties are unable to agree upon a mediator/fact finder, the mediator/fact finder shall be selected in the following manner:

5-7-1-1 As agreed upon before negotiations begin, or immediately after demand for, or submission to, mediation/fact-finding, the American Arbitration Association shall be requested to simultaneously submit to each party an identical list of five persons skilled in mediation/fact-finding of educational matters.

5-7-1-2 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a mediator/fact finder.

5-7-1-3 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if, for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator/fact finder from its other members without submitting additional lists.

5-8 Conducting Mediation/Fact-Finding

5-8-1 The mediator/fact finder will have the authority to hold hearings and make procedural rules and set the dates and times for meetings.

5-8-2 The mediator/fact finder will meet with the District and the CSEA, through their representatives, either separately or together, to mediate the dispute(s).

5-8-3 After the conclusion of such meetings, the mediator/fact finder shall submit a written report to the representatives of the District and the CSEA only, identifying those issues still in dispute.

5-8-4 Unless either the District's representatives or the CSEA's representatives object to continuing with the services of the mediator/fact finder (see Section 5-8-10), the mediator/fact finder shall proceed with gathering facts or holding hearings and shall submit their findings of fact, reasoning and recommendations on the issues in dispute. The same shall be advisory only and neither binding on the District nor the CSEA.
5-8-5 Within five days after receiving the recommendations of the mediator/fact finder, the District and the CSEA, through their representatives, will meet to discuss the recommendations. Public releases may be made any time after such meeting. Thereafter, they shall be declared a public document.

5-8-6 The respective parties shall take official action on the recommendations of the mediator/fact finder no later than thirty days after the meeting described in Section 5-8-5.

5-8-7 To the extent that tentative agreement is reached on the issues in dispute as a result of such mediation/fact-finding, the procedures provided in Sections 5-6-1 and 5-6-2 shall apply.

5-8-8 The costs for the services of the mediator/fact finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the District and the CSEA.

5-8-9 Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made, and a copy of the transcript shall be provided to the fact finder. The party requesting a stenographic record shall pay the costs for the record. If the other party requests a copy, it shall share the entire cost of making the transcript.

5-8-10 If either the District or the CSEA objects to fact-finding by the same neutral who has been conducting mediation, the objecting party shall serve immediate notice in writing. When such notice is served by either party upon the other, the parties shall, forthwith, jointly authorize the American Arbitration Association to administratively select and assign another qualified neutral who shall conduct fact-finding under the procedures set forth in this Agreement.

5-8-11 Nothing contained in Article 5 shall limit the rights of the parties to mutually agree upon any other method or procedure for the conduct of negotiations, selection of a neutral, or the resolution of unresolved issues.

5-9 Impasse

5-9-1 If there are unresolved issues after fact-finding, the Board will decide the unresolved issues.

ARTICLE 6

Grievance Procedure

6-1 Definitions

6-1-1 The term "grievance" shall mean a complaint by an employee covered by this Agreement, or a complaint by the CSEA, alleging a violation, misinterpretation or inequitable application of any provision expressly set forth in this Agreement. 6-1-2. The term "grievance" shall not apply to Bargaining Procedures as identified in Article 5.

6-2 Purpose

The purpose of the grievance procedure is to provide a fair, formal and expeditious manner of resolving differences as to any matter contained in this Agreement. Toward this end, employees are encouraged to attempt to resolve problems on an informal basis prior to filing a grievance.

6-3 Time Limitation

No grievance shall be recognized by the District or the CSEA unless it is submitted to the Office of Employee Relations in writing within thirty-five workdays, as per the calendar adopted by the Board for twelve-month employees, after the aggrieved person knew, or should have known, of the act or condition on which the
grievance is based; and if not so submitted, the grievance shall be considered as waived.

6-4 Confidentiality

The parties agree that all grievance proceedings will be kept confidential to the extent permitted by law, with the understanding that agents of both parties will confer only with appropriate parties in interest to the grievance and with each other.

6-5 Procedure

6-5-1 Step One - Pre-grievance Meeting

6-5-1-1 The employee with a grievance must first attempt to resolve it informally by meeting and discussing the issue with the employee's immediate administrator authorized to conduct such a meeting, except when the CSEA and the District agree to waive this pre-grievance meeting.

6-5-1-2 The employee may be accompanied by a CSEA representative at the pre-grievance meeting. The administrator may be accompanied by a District representative. The District representative must be an administrator at the supervisor level or above. The employee and the administrator conducting the meeting will attempt to resolve the problem.

6-5-1-3 The administrator conducting the pre-grievance meeting will transmit a written response to the employee and to the CSEA office.

6-5-2 Step two - Formal Grievance - Department Level

6-5-2-1 If a satisfactory resolution of the problem is not reached at Step One, the employee shall confer with the designated CSEA grievance representative and may initiate a formal grievance. The grievance shall be filed within thirty-five workdays as defined in Section 6-3.

6-5-2-2 A formal grievance is initiated when the CSEA Grievance Chairperson and the CSEA Executive Director prepare the grievance and it is transmitted in writing by the CSEA Executive Director, citing the specific incident, parties involved, date of incident, Article violated, and remedy sought by the CSEA, to the office of Employee Relations and to the employee's appropriate administrator with the authority to resolve the grievance.

6-5-2-3 The District and the CSEA will, through their agents, attempt to resolve the grievance. No employee will be required to pursue or discuss the grievance except through a representative of the CSEA.

6-5-2-4 The formal grievance meeting will be scheduled within five workdays and will be held in a timely manner, as mutually agreed upon by the CSEA and the District. The scheduling of this hearing will be subject to the availability of essential persons after the appropriate administrator and the office of Employee Relations receives the written grievance.

6-5-2-5 The appropriate administrator authorized to conduct this meeting shall respond to the employee's written grievance within five workdays of the formal grievance meeting.
Copies of this decision shall be transmitted to the office of Employee Relations, the CSEA, and the grievant.

6-5-3 Step Three - Formal Grievance - District Level

6-5-3-1 The CSEA shall file a grievance directly with the office of Employee Relations, if the grievance is deemed meritorious by the CSEA, and if:

A. The grievance effects more than one employee, or

B. It was previously filed at Step Two but was not resolved to the satisfaction of the grievant and the CSEA, or

C. The CSEA considers the grievance to affect its representative status.

6-5-3-2 A demand for a Step Three hearing will be transmitted in writing by the CSEA to the office of Employee Relations, within five (5) workdays after the CSEA receives internal approval. Parties agree that reasonable effort will be made to schedule and hold hearing as soon as possible.

6-5-3-3 A designated District administrator (director level or above unless mutually agreed with the CSEA) will serve as the hearing officer at Step Three. The Director of Employee Relations or their designee will represent the District at Step Three. The CSEA Executive Director or their designee may represent the aggrieved person. The hearing will include other parties in interest, as deemed appropriate by the District and the CSEA, in an effort to resolve the grievance. Such hearing will be scheduled within ten (10) working days and held within two (2) months of the District's receipt of CSEA request. The hearing officer will furnish the CSEA and the District with a written copy of their decision within ten (10) workdays after the grievance was heard. The hearing officer may be granted an extension for good cause by making a request of both the office of Employee Relations and the CSEA. The CSEA may elect to proceed to Step Four in the event a copy of the written decision is not furnished to the CSEA within ten (10) workdays.

6-5-4 Step Four - Advisory Arbitration

6-5-4-1 If the grievance is not resolved at Step Three, a demand for an Arbitration hearing will be transmitted in writing by the CSEA to the office of Employee Relations, within ten (10) workdays after the CSEA receives the Step Three decision and internal approval. Parties agree that reasonable effort will be made to schedule and hold the hearing as soon as possible.

6-5-4-2 The office of Employee Relations and the CSEA will agree to a list of arbitrators within ten (10) working days. The arbitration hearing will be scheduled at the earliest convenient time. The arbitrator shall establish procedural rules, conduct necessary hearings, and issue recommendations and findings to both the District and the CSEA. The arbitrator is encouraged to issue recommendations and findings within thirty (30) days from the date of termination of the hearing and to notify the District and the CSEA if the findings will not be issued within thirty (30) days.
6-5-4-3 Within ten (10) workdays after receipt of the arbitrator's decision, the District and the CSEA will schedule a meeting to discuss the decision. No public release of information may be made until after such meeting. The Board shall take official action on the decision of the arbitrator within thirty (30) days of the discussion meeting.

6-5-4-4 The arbitrator's decision shall be advisory.

6-5-4-4 Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel and subsistence expenses, shall be shared equally by the District and the CSEA.

6-6 General

6-6-1 The Executive Director or legal counsel of the CSEA may review an employee's official personnel file by making a written request and producing permission for such inspection signed by the employee whose file they wish to inspect.

6-6-2 Timelines may be extended by mutual agreement of the parties.

6-6-3 Any employee may represent himself/herself or be represented by the CSEA or its designee at any step of the grievance procedure; and the administrator may be represented or accompanied by another representative of the administration. However, a grievant may not be represented by anyone other than a representative designated by the CSEA. The CSEA shall have the right to be present and to state its view at any step of the grievance procedure.

6-6-4 When it is necessary for a representative(s) designated by the CSEA to attend a meeting, or a Step One or Two hearing, which occurs during the workday, the representative(s) shall, with prior approval from the District, receive such release time as is actually necessary for attendance at such meeting or hearing.

6-6-5 The parties will make available to each other any data, in their possession, regarding a grievance upon written request.

6-6-6 Neither the Board nor any member of the administration shall take reprisals affecting the employment status or working conditions of any employee, any CSEA representative, or any other participant in the grievance procedure.

6-6-7 No written or printed material dealing with the processing or disposition of a grievance will, at any time, become part of the official personnel files of the grievant or any other employee involved in a grievance.

ARTICLE 7

Association Rights

7-1 Dues Deduction

7-1-1 The District agrees to deduct, from employees' salaries, dues for the CSEA as employees individually and voluntarily authorize, and to transmit the monies to the CSEA or its designated agent.

7-1-2 The CSEA will certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
Deductions referred to in Section 7-1-1 above will be made in installments each month for which the CSEA Authorization and Salary Deduction and Assignment Form is in effect. The District will not be required to honor, for any month's deduction, any Authorizations that are delivered to it later than the 15th day prior to the distribution of the payroll from which the deductions are to be made.

Each month the District will provide the CSEA with a list of those employees who have voluntarily authorized the District to deduct dues.

The District shall grant the CSEA Executive Board four (4) hours of release time per month for the purpose of holding its regular monthly meeting, in accordance with Section 7-2-4. Consistent with its needs, the CSEA will schedule its regular Executive Board meetings at times which will cause minimal disruption to the District's work force, and will notify the District in advance of such meeting dates. The CSEA shall give the office of Employee Relations five (5) days notice of its regularly scheduled meetings.

The District may grant the CSEA Executive Board additional release time for the purpose of holding emergency meetings. The CSEA shall give the office of Employee Relations twenty-four hours notice of such emergency meetings.

The District shall, upon application to the office of Employee Relations, grant up to four hours per week to the individual(s) identified by the CSEA for the purpose of grievance investigation. In addition, with prior approval, the CSEA may release a reasonable number of individuals for Association activities.

The CSEA will reimburse the District for all release time identified in Section 7-2, except for the four (4) hours of each CSEA Executive Board member's release time taken under the terms of Section 7-2-1. Release time shall be considered hours worked for purposes of calculating sick leave.

The District agrees to provide funds for employees who desire to attend meetings, conferences and seminars which are designed to improve the employee's job function in the District. The District agrees to budget $25,000 for each year of this Agreement. Appropriate expenses, including the cost of substitute employees needed for the participant, may be provided at the discretion of the review committee created in accordance with Section 7-3-1-1.

A review committee consisting of three employees, appointed by the CSEA, and one administrator appointed by the office of Classified Human Resources or the administrative designee, will review all applications for use of professional funds and make recommendations concerning the granting or denial of applications and the appropriation of funds to the office of Classified Human Resources or the administrative designee. These recommendations shall be subject to final review by the office of Classified Human Resources.

The District agrees to carry forward any unused professional growth funds, not to exceed 20% of the annual allotment.

The provisions set forth in Section 7-3 are not subject to the grievance procedure.
7-4 CSEA President and Officers

7-4-1 The District shall grant release time up to sixteen (16) hours per week to the President of the CSEA or to an individual identified by the CSEA. The CSEA shall designate the person to be released no later than February 1 each year during the term of this Agreement. The specific days and hours of the week that the person is to be released shall be mutually agreed to by the District and the CSEA. By mutual agreement, the President of the CSEA, or identified individual, may be released from that employee's entire assignment during the term of office.

7-4-2 Once the person to be released has been designated, and the specific hours and days per week determined, there shall be no changes unless mutually agreed upon by both the District and the CSEA. The CSEA will reimburse the District for any release time granted under Section 7-4.

7-4-2-1 If full-time release is the selected option the District will protect the full-time released President's position for two (2) years. Upon election to third term, position will be open for bid.

7-4-2-2 CSEA President will continue to accrue all leave benefits. CSEA will report leaves to District at mutually agreed times so that it can be deducted from President's annual accrual.

7-4-2-3 Upon returning to a District position, the President's current salary grade and step will be retained. The District will provide preferential placement assistance up to and including administrative placement.

7-5 CSEA Representatives

7-5-1 The CSEA shall have the right to a representative at each site which houses employees, as identified in Section 1-1. The CSEA shall designate its representative and alternate in writing and shall provide the District with a master list by February 1 of each year during the term of this Agreement. The District shall recognize such changes only upon official notification from the CSEA of the name and location of the change in the CSEA representative or alternate.

7-5-2 The representative shall have the right to schedule CSEA meetings before or after working hours, where such meetings do not interfere with the normal duties of employees, except when the appropriate administrator determines approval cannot be granted.

7-5-3 The CSEA representative(s) shall not be singled out or discriminated against because of their involvement with the CSEA.

7-6 Use of District Facilities

7-6-1 The CSEA shall have the right to use District facilities for CSEA meetings without cost, except when a director or supervisor, for good cause, determines approval cannot be granted. The CSEA will have the right to place meeting notices in the Messenger at no charge.

7-6-2 The CSEA shall have the right to place notices, circulars, and other materials on District bulletin boards designated by the appropriate administrator, and in employees' mailboxes. As a courtesy, copies of all such materials shall be given to the administrator.
7-6-3 The CSEA shall have the right to deliver its materials through the school delivery service, and the CSEA Office shall be allowed the same delivery services furnished to school buildings. In cases where volume may cause a delay in delivery, the District will notify the CSEA, and a mutually agreed upon delivery date will be established. The CSEA shall deliver its bulk mailings to the central mailroom and sort the mail for delivery to each school and job site.

7-6-4 The CSEA shall have the right to purchase expendable office supplies and other materials from the District at the price paid by the District.

7-7 Policies, Regulations and Job Descriptions

7-7-1 The District shall provide current copies of Policies and Regulations of the Jefferson County School District R-1 to the CSEA. Additional copies are maintained at each principal's office and department director's office and shall be available for review upon request. The District will provide copies of any new or changed Policies and/or Regulations to the CSEA.

7-7-2 The District will provide to the CSEA copies of job descriptions for all employees covered by this Agreement. Copies of new or revised job descriptions for employees covered by this Agreement will be transmitted to the CSEA, as they become effective.

7-7-3 When any change in an employee's job description requires training, that training will be provided to the employee by the District before the new job function can be used to evaluate the employee.

7-7-3-1 When all affected employees cannot be trained at once, a process to identify the order in which the employees will be trained will be developed by the department and affected employees.

7-8 Opening and Closing of Schools

When the permanent closing of an existing school, opening of a new school, or the creation of a charter school could result in the termination, reduction of salary status, or relocation of a school-based employee, the CSEA and the District will develop mutually-acceptable procedures for dealing with such termination, reduction of salary status or relocation.

ARTICLE 8

Employee Rights

8-1 Any employee as defined in Section 1-1, may review material made a part of the employee's District personnel records/files. Any employee shall have the right to respond in writing to any matter made a part of the employee's personnel records/files, including evaluations. Such written response shall be reviewed by the Superintendent or designee and shall be made a permanent part of the employee's personnel records/files and attached to the document to which the response is made.

8-2 Employees are entitled to due process whenever the District exercises its right to discipline and/or discharge employees, as outlined in Article 15 of this Agreement.

8-3 Any employee who is brought before the administration to answer charges, or the grievant in a grievance hearing, or any employee receiving an evaluation or performance growth plan, will be paid at the employee's regular rate for the time required to attend the meeting.

8-4 Any employee who is asked by management to attend a meeting which may lead to disciplinary action, or to an adverse evaluation which may result in the withholding of an increment, will be
informed of the reasons for the meeting prior to holding the meeting, when possible. The employee has the right to discuss the matter personally or to request that a CSEA representative be in attendance.

8-4-1 When an employee has had notice and time to arrange for representation, the administrator will not be obligated to allow the employee to stop a meeting to seek representation.

8-5 Any case of a student assaulting an employee shall be reported promptly by the employee to the employee's immediate administrator and the appropriate school administrator.

8-6 If any employee is assaulted, complained against or sued as a result of acting within the scope of employment, the District shall advise and render necessary assistance to the employee, in accordance with State statute.

8-7 In the event an employee, while acting within the scope of their employment, has their clothing or other personal property damaged or destroyed as a result of an attack, assault, menace, vandalism, or pupil supervision problem, the District will reimburse the employee the cost of repair or the reasonable replacement cost of such property.

Given prudent and responsible handling, the District will reimburse/replace for wallets/purses, outer-wear and briefcases which are stolen while on school grounds up to $250.00.

Given prudent and responsible handling the District will reimburse/replace for stolen or damaged personal property used for instructional purposes at school with prior documentation and approval up to $250.00.

The District will pay the insurance deductible up to $250.00 for automobile damage because of theft or vandalism provided the automobile was on school grounds and the employee was acting within the scope of their employment.

The District will reimburse the employee for losses as outlined in this Agreement, provided that the employee:

A. Submits a written request within ten school days, and

B. The District deems the request of the employee to be meritorious.

8-8 Evaluation Procedures

8-8-1 Both parties recognize the purposes of the evaluation are:

A. To help employees understand their strengths and weaknesses with the objective of improving their job performance;

B. To encourage meaningful discussion between employees and their immediate supervisors in areas of common concern.

8-8-2 To the extent that it is feasible and practicable, each individual rating report should reflect the combined evaluation, judgment, and review of both the immediate supervisor and the administrator immediately associated with the employee being rated.

8-8-3 The evaluation must be based on actual events or situations. The reasons for unsatisfactory markings must be described in writing and will include suggestions for corrective measures and the time available for correction.

8-8-4 Where pay or eligibility for promotions/transfers is not impacted, an employee who disagrees with an overall rating or individual marking can write a rebuttal to the rating and have the rebuttal attached to the performance appraisal.

8-8-5 Where pay or eligibility for promotions/transfers is negatively impacted, an employee who disagrees with an overall rating or individual marking can appeal that rating
to a panel composed of the reviewer’s immediate supervisor, a representative from Human Resources and a representative from CSEA.

8-8-6 The panel will be responsible for reviewing the appraisal process and rating. Based on their assessment, they will have the authority to make appropriate modifications in the performance appraisal.

8-8-7 The provisions set forth in Section 8-8, Evaluation Procedures, shall not be subject to the grievance procedure.

ARTICLE 9

Job Placement

9-1 Probationary Employees

9-1-1 Newly hired probationary employees shall be placed on the minimum of the appropriate salary schedule. The probationary period for all newly hired probationary employees shall be for sixty working days. If the employee’s performance is adjudged to be satisfactory at the end of the probationary period, based on the probationary evaluation of the employee, the employee will be removed from newly hired probationary status and given a one-step increment.

9-1-2 A new employee coming from recent similar employment will be placed on the appropriate step by the office of Classified Human Resources.

9-2 Anniversary Date

9-2-1 The anniversary date for employees is September 1. Each employee will advance to the next step on the salary schedule on September 1 if the hire date was prior to March 1, provided their performance is adjudged by their immediate supervisor to be satisfactory based on the annual evaluation of the employee.

9-2-1-1 An employee who is denied the salary advancement referred to in Section 9-2-1 may appeal the denial through the grievance procedure.

9-3 Rehired Employees

Commencing January 1, 1988, former employees who are rehired within thirty-six (36) months of leaving the District’s employment will have all previously earned and accrued benefits and privileges restored if they were on regular status at the time of their termination and are rehired to fill a regular position. Such employees will not be deemed to have suffered a break in continuous service, as defined in Section 1-15, and years of continuous service earned prior to leaving the District’s employ shall be credited towards the career increments set forth in Article 18.

9-4 Promotions and Assignments

9-4-1 When an employee is promoted to a higher classification that requires basically the same skills and abilities, the employee will be placed on the same step in the new grade as the employee held just prior to the promotion. When an employee is promoted from one position to another of a higher grade which requires substantially different skills and abilities, the employee’s pay in the new position will be set at a step which assures at least the equivalent of a one-step increase, but no lower than step one on the appropriate grade of the salary schedule. The office of Classified Human Resources, in consultation with the appropriate administrator filling the position, will make the determination.

9-4-2 When an employee’s classification is altered downward at the direction of the District, or when an employee is
demoted to a lower classification at the direction of the District, the employee shall not receive a pay rate less than the employee was receiving at the time just prior to the employee's reclassification or demotion. In the event of a demotion for cause, the employee's pay rate may be altered downward.

9-4-3 An employee who is temporarily assigned duties of a higher classification for a period in excess of fifteen consecutive working days will be paid from the first day at the rate set for the higher classification and will be so paid during the entire period of time the employee discharges the duties of the higher classification.

9-4-4 An employee who temporarily works at a higher classification may request that the employee's appropriate administrator verify the temporary assignment to a higher classification. The administrator will comply by placing an appropriate memo in the employee's personnel file.

9-5 Review of Job Placement

9-5-1 The CSEA will assume the responsibility for identifying those specific positions covered by the Agreement which, in the opinion of the CSEA, are misclassified.

9-5-2 The CSEA will forward this information, complete with substantiating data, requesting a review, to the office of Classified Human Resources who will review the data presented and respond in a timely manner. A written explanation for the acceptance or rejection of the request will be provided to the CSEA.

9-5-3 Should the District audit position(s), the employee(s) affected will be notified and will be allowed to submit any data which the employee(s) feel(s) necessary to help the District in its job audit.

9-5-4 Should the CSEA not be satisfied with the response given by the office of Classified Human Resources, the CSEA may appeal the matter to the Assistant Superintendent of Human Resources whose decision will be final.

9-6 Staffing Ratios

9-6-1 The District agrees to meet and discuss with the Association any proposed changes in classified staffing ratios. School-based secretaries' staffing ratios shall be determined by School Board Policy.

ARTICLE 10

Transfers, Promotions and Reassignments

10-1 The District shall post announcements of intent to fill positions under the following guidelines:

10-1-1 Positions covered: All new or existent regular positions declared vacant by the District and which the District intends to fill for a period of one year or more.

10-1-2 Posting Procedures:

10-1-2-1 Vacant positions will be announced in District publications including the internal newsletter (Messenger), the Home Page, the job line and other appropriate media.

10-1-2-2 The announcements of positions to be filled will contain the following information: position title, pay grade, location of the position, announcement of closing date and job bid instructions.

10-1-2-3 The official posting period shall be five working days.
10-2 Administrative Transfer

10-2-1 The District shall have the right to administratively transfer employees without following posting procedures. Such transfers shall not be used to promote an employee to a job with a higher pay grade, nor to promote an employee into a position identified in Section 2-12 of this Agreement.

10-2-2 Administrative transfers are intended to supplement and not replace transfer procedures identified in Article 10. The employee will be advised of the proposed transfer by the employee's appropriate administrator. The CSEA will be advised by the department administrator or the office of Employee Relations.

10-2-3 If, in the view of the CSEA, the reasons for an administrative transfer are not justified, the CSEA shall have the option of referring the matter to the grievance procedure under Article 6 of this Agreement.

10-3 The District may assign employees on a temporary basis.

10-3-1 Positions temporarily filled will be reviewed after sixty (60) working days with CSEA to determine if the position should be advertised as a temporary position; advertised as a permanent position; or extend the temporary placement for another sixty (60) working days.

10-4 Pilot Programs

10-4-1 The CSEA and the office of Classified Human Resources will be notified of the District's intent to establish any pilot program.

10-4-2 After notification as set forth in Article 10-4-1, District declared pilot program position(s) will be posted within the department. The general specifics, i.e., salary grade, length of pilot, intent of pilot, etc., will be included in the posting. Selection to fill pilot positions will be made from among department employees who volunteer to participate in the pilot program and in accordance with this article.

10-4-3 If the pilot succeeds, the person(s) in the position(s) will retain the position(s). The person(s) who is/are in a pilot position(s) when the pilot program is eliminated will be allowed to return to that employee's previous position(s).

10-5 Transfers and Promotions

10-5-1 Vacant positions not filled by an administrative placement or an internal placement process mutually agreed upon by the District and the CSEA will be subject to an open bid process. The object of the process is to select the best-qualified candidate for the position.

10-5-2 Employees who desire a transfer or promotion shall file a written job bid form for the open position per posting procedures.

10-5-3 To be eligible for a transfer or promotion, the employee must be performing satisfactorily in their current position.

10-5-4 An employee may not seek a lateral transfer within a department unless the employee has been in their current position for one hundred and twenty (120) working days. Exemptions may be made by mutual agreement between CSEA and Classified Human Resources.

10-5-4-1 An individual initially employed as a custodial floater and who has completed their initial probationary period is exempt from provisions of Section 10-5-4.

10-5-5 Provided the employee is qualified, the employee who best meets the interview and selection procedure will be selected for transfer or promotion.
10-5-5-1 Classified Human Resources will notify, in a timely fashion, employees who do not meet the initial screening criteria. Upon written request, the employee will be given reasons for not having met the screening criteria.

10-5-6 Interview and Selection Procedure

10-5-6-1 Within a reasonable period of time, the appropriate department administrator will notify Classified Human Resources of the individuals included in the Selection Committee.

10-5-6-2 The Selection Committee will determine the tools to be used for the selection process. Selection tools will include:

A. Resume or bid form screening, and
B. Interview.

In addition, selection tools may include a minimum of:

C. Written tests
D. Practical tests
E. Work Simulations
F. Reference checks, and
G. Other generally acceptable selection tools.

10-5-6-3 In all cases, the selection tools chosen will be applied uniformly and fairly to all candidates. This does not infer candidates screened out at an earlier step in the process must be included in other subsequent steps.

10-5-6-4 Final selection will be based on the Selection Committee’s assessment of the individual’s qualifications against the selection criteria. The selection criteria are:

A. Individual requirements of the advertised position.
B. Individual qualifications of the applicant,
C. Applicant’s past job-related performance and overall work history with the District.
D. Applicant’s ability to adjust to the situational requirements of the advertised position and to deal effectively with peers, other staff members, supervisors and the public.

10-5-6-5 Internal candidates will be the preferred choice unless there is a meaningful difference between the external and internal candidates. If internal candidates are substantially equal, the selection will be based on the greatest amount of continuous job-related service in the District.

10-5-6-6 Final selection decisions will be made using a numeric point-based matrix, which will incorporate all of the selection tools used by the Selection Committee. Documentation from each of the selection tools used will be filed in the bid folder. Selection decisions may be subject to review by the office of Classified Human Resources and the CSEA to ensure:
A. All relevant selection documentation is contained in the bid folder, and

B. Selections are based on a comparison of the candidate’s qualifications with the selection criteria.

10-5-6-7 The Selection Committee’s will, in a timely fashion, notify those final candidates who are not selected for the job opening or position. Upon request, the employee will be given written reasons for not having been selected.

10-5-6-8 An employee selected for promotion will be placed on probationary status for sixty (60) working days. However, the employee will not be eligible for a one-step increment increase upon completion of this probationary period.

A. In the event the employee’s performance is not satisfactory during this probationary period, the employee will be reassigned to an available position at a rate of pay equal to that received prior to the promotion.

B. This assignment shall continue until the employee can be reassigned to the first available opening similar to that which the employee occupied just prior to the promotion.

10-6 Lateral Transfers

10-6-1 When any of the applicants for the open position are qualified to fill the position as a lateral transfer within the department, the District may select the applicant with the greatest amount of continuous job-related service in the District without screening and/or conducting interviews.

10-6-2 When an employee has completed the initial probationary period and is selected for a lateral transfer within a department, the employee will not be placed in probationary status.

10-7 Vacancies Created by Long-term Illness or Injury Leaves

10-7-1 An employee returning to work from a long-term paid leave due to personal illness or injury shall return to the employee’s original position.

10-7-2 An employee returning from unpaid leave of sixty (60) working days or less will be returned to their original or equivalent position.

10-7-3 If the employee has been on unpaid leave status due to illness or injury for a period greater than sixty (60) working days, the department director and/or administrator will have the option to bid the position for the interim period. Should the employee return to work from unpaid leave, the employee will be assigned to the first available position for which the employee is qualified.

ARTICLE 11

Reduction in Force

11-1 The term “reduction in force” shall mean the termination of ten or more employees in a department, or ten percent of the employees in a department, whichever is the lesser, provided that four or more employees are affected.

11-2 When the District makes a reduction in force, it shall first notify the CSEA that it has decided to do so. The District will inform the CSEA of the number of employees to be reduced within each department. Within ten days of the notification, representatives of the District and the CSEA will meet to discuss the reduction in force, including, but not limited to, alternatives to a reduction in
force, notification, effective date of the reduction in force, number of employees in the department affected, etc.

11-3 The District, in considering those employees being reduced, will consider the following standards in the following order:

A. Newly hired probationary employees will be reduced first;

B. Job performance;

C. Years of current and past related experience in the affected job classification(s) within the District;

D. Interchangeability of skills as demonstrated while an employee of the District; and

E. When the foregoing are substantially equal, the employee with the least amount of continuous service in the District will be reduced.

11-4 The District will make every effort to place an employee recommended for release in an open position within the District for which the employee is qualified, as determined by the District. The employee will be placed on the step and grade of the salary schedule commensurate with the new position.

11-5 Reduction in force personnel who wish to be considered for reemployment will provide written notification to the office of Classified Human Resources within ten working days of their layoff. Such written notice will include where they may be contacted by telephone and/or U.S. mail.

11-5-1 When a vacancy occurs in a category which has suffered a reduction in force, a letter of intent to reemploy shall be sent to the employee. The same standards set forth in Section 11-3 will be considered for reemployment.

11-5-2 An employee who is offered reemployment will have five days from the date of receipt of notification to accept or reject the offer. If the offer of reemployment is rejected, the employee will forfeit the rights described in Section 11-5.

ARTICLE 12
Leaves of Absence

12-1 Sick Leave

12-1-1 Sick leave for personal illness or serious illness in the immediate family as defined in Section 1-10, will be granted by the District to all twelve-month full-time salaried employees on the basis of one day for each month of service rendered.

12-1-2 Sick leave for all other employees will be granted by the District in accordance with the following schedule:

Campus Supervisors, Disabled Children’s Aides and Food Service Hourly Workers will receive one (1) hour for every 20 hours worked.

Food Service Managers will receive nine (9) workdays per work year.

Bus Drivers & Assistants will receive nine (9) 8-hour workdays per school year.

Office Personnel and 10 1/4-month salaried employees will receive ten (10) workdays per work year.

12-1-3 Sick leave is accumulative without limit from year to year.

12-1-4 Immediately upon retirement, retiring employees shall have the right to all their unused sick leave accumulated in their last ten years of employment to be compensated at the rate of $25 per day. To be eligible for such
payment, an employee must have served at least twenty years in the District and must be retiring from active employment.

12-2 Additional Sick Leave

The purpose of sick leave coverage beyond an employee's accrued sick leave/vacation balance is to provide the employee with additional sick leave coverage, in the event that a serious and prolonged illness occurs. Additional sick leave is restricted to the illness of the employee.

12-2-1 An employee who has exhausted their sick leave and suffers an illness of less than six working days shall apply for and shall be advanced up to five days of sick leave. Such days shall be reimbursed from future-accrued sick leave.

12-2-2 An employee who experiences a prolonged illness of more than ten consecutive workdays, as verified by a licensed physician's statement, and who has exhausted or anticipates exhausting accrued sick leave/vacation balance shall be granted Extended Sick Leave. No employee shall be required to use more than one year of vacation accrual.

12-2-3 Extended Sick Leave

A. The employee must submit two written documents to the office of Insurance Benefits.

1. A written request from the employee for Extended Sick Leave stating the reason or name of the illness and the anticipated date for returning to work.

2. A written statement from a licensed physician verifying that the employee is under the physician's care for the particular illness and the physician's recommendation for the employee's recovery period, subject to the provisions outlined in Section 12-2-5.

B. The number of Extended Sick Leave days that an employee may accrue shall be determined by the number of years of service to the Jefferson County School District multiplied by nine. Based on this formula, an employee accrues eligibility for Extended Sick Leave. For example, fifteen (15) years of service to the District times nine (9) days per year accrual of Extended Sick Leave equals one hundred thirty-five days (135) of eligibility.

C. No employee shall be eligible for more than a total of sixty (60) workdays of Extended Sick Leave per related illness.

D. Employees returning to work before the expiration of Extended Sick Leave days granted to them must notify the office of Insurance Benefits. The balance of their eligibility status will be changed to credit them with the unused portion of Extended Sick Leave days for future use.

Example: An employee who has fifteen (15) years of service with the District has a one hundred thirty five day (135) eligibility for Extended Sick Leave. The physician's statement anticipates hospitalization for an illness of fifty (50) consecutive workdays, and the employee makes application for use of Extended Sick Leave, which is approved. However, the employee returns to their assignment after forty-five (45) consecutive workdays and notifies the office of Insurance Benefits of their early return to work. The employee's Extended Sick Leave record is changed to reflect the following:
E. Sick leave, vacation, and Extended Sick Leave shall not be accruable while an employee is taking either sick leave or Extended Sick Leave. Accrual begins again when the employee returns to work.

12-2-3-1 Extended Sick Leave days shall not be deducted from future-accrued sick leave.

12-2-3-2 An employee's request for Extended Sick Leave will be considered only if the employee has made application for, and is eligible to use Extended Sick Leave days within thirty calendar days from the time the employee initially became ill or anticipated need for Extended Sick Leave.

12-2-4 When Long-Term Disability Insurance applies:

When an employee applies for, and is eligible to receive, Long-Term Disability Insurance, the employee may utilize available accrued sick leave/vacation to carry the employee's regular salary until the Long-Term Disability Insurance would apply.

If the employee still has a balance of accrued sick leave days at the time the Long-Term Disability Insurance becomes effective, the unused portion of accrued sick leave will be reserved for future use after the employee returns to work from using Long-Term Disability Insurance.

There is a one hundred twenty (120) calendar day waiting period from the time application is made until Long-Term Disability Insurance becomes effective. If the employee does not have enough accrued sick leave to cover the illness during this waiting period, the employee may apply for Extended Sick Leave and, if eligible, will be granted up to a maximum of sixty (60) workdays of Extended Sick Leave, depending upon the individual employee's eligibility to draw from Extended Sick Leave, in order to provide the employee with regular salary during the illness.

12-2-5 Verification of Illness

12-2-5-1 Upon notice to the employee, the employee shall be required to furnish proof of illness, proof of fitness to return to duty, or proof of fitness to continue to perform duty, as verified by a written statement from a licensed physician. If deemed necessary by the District, the employee may be required to be examined by a physician designated by the District at District expense. If a difference of opinion exists between the two (2) physicians, a third physician may be designated at District expense to render an opinion.

12-3 Personal Leave

12-3-1 Employees who have completed their initial probationary period will be entitled to two (2) days leave without loss of pay each calendar year for personal, legal, business, household or family matters, and not for recreational or personal pleasure purposes.

12-3-2 Notice to the immediate supervisor that personal leave is to be taken will be given at least one (1) day before taking
such leave (except in case of emergency). The employee taking such leave is not required to state the reason for taking the leave, and the employee’s signature on the personal leave card will attest that the leave is being taken under the conditions of Section 12-3-1.

12-3-3 Notwithstanding the above, new employees will be entitled to one (1) day of personal leave during their first calendar year of employment, if hired after July 1 of that calendar year; but in no event shall personal leave be taken during the initial probationary period.

12-3-4 Regular full-time hourly employees will be paid on the basis of their bid time or average hours worked per day, whichever is greater, during the pay period in which the personal leave is granted.

12-3-5 Employees shall be allowed to accumulate unused personal leave days from year to year. Employees may use accumulated personal leave with prior approval of the appropriate administrator. Written request for leave must be submitted to the appropriate administrator at least five (5) days before taking the leave, except in case of emergency. The written request must provide information justifying the circumstances for granting the leave.

12-3-6 Employees will be paid for unused personal leave days upon retirement at the same rate as sick leave reimbursement.

12-4 Bereavement Leave

12-4-1 Employees may be granted up to four (4) days of bereavement leave in the event of the death of any member of the immediate family. In those cases where out-of-state travel is necessary, the employee may be granted up to six (6) days of bereavement leave. (See Section 1-10 for definition of immediate family.)

12-4-2 The first two (2) days shall be with full pay, and any additional days, up to a maximum of four (4), if needed, shall be with payment charged against personal leave or accrued sick leave. The employee involved will determine whether these days are to be deducted from personal leave and/or from sick leave.

12-4-2 A report of bereavement leave shall be made to the immediate supervisor.

12-5 Maternity/Childcare/Family and Medical Leave

12-5-1 An employee shall be entitled, upon written request, to an unpaid leave for maternity/childcare/Family and Medical Leave prior to or following the birth of a child or following adoption of a child. The employee shall give notice thirty calendar (30) days prior to the anticipated commencement of the leave to the office of Insurance Benefits, except in case of emergency. The employee will make a decision to take one of the following leaves for maternity leave, childcare leave, or Family and Medical Leave.

A. A leave for a period of sixty (60) workdays or less.

B. A leave of one (1) calendar year or less, with the employee requesting such leave designating the date upon which they wish to return to work at the time the leave is requested.

All maternity leave, childcare leave, and Family and Medical Leave identified above shall be without pay. No leave may commence later than the birth or adoption of the child.

12-5-2 An employee who is granted maternity leave, childcare leave, or Family and Medical Leave shall have the right to return to work on the following basis:
A. An employee on maternity leave, childcare leave, or Family and Medical Leave for a period of sixty (60) workdays or less shall be returned to an equivalent position.

B. An employee taking maternity leave, childcare leave or Family and Medical Leave for more than sixty (60) workdays but for one (1) calendar year or less shall be assigned to the first available position for which the employee is qualified.

12-5-3 While on a leave of sixty (60) workdays or less, an employee shall remain an active participant in fringe benefit programs under which the employee is enrolled at the time of leave. When an employee is on leave for more than sixty (60) workdays but less than one (1) year the employee will have the option to remain an active participant in fringe benefit programs by contributing to the full cost of the program(s).

12-5-4 No leave referred to in Section 12-5 shall be considered an interruption of service, nor shall it be included in computing the probationary period nor toward experience increments on the salary schedule.

12-6 Jury Duty and Court Subpoena Leave

12-6-1 Leave will be given to employees for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

12-6-2 Employees shall notify their appropriate administrator of their desire to apply for such leave, as soon as possible, prior to the date service must be rendered.

12-6-3 Jury duty leave to District and/or County Court shall be granted with pay. Employees whose daily rate exceeds $50.00 will reimburse the District in the amount of $50.00 per day for the fourth and each succeeding day of jury duty service. Employees whose daily rate is $50.00 or less shall reimburse the District in the amount equal to their daily rate for the fourth and each succeeding day of jury duty.

12-6-4 Employees shall be granted jury leave with pay for municipal court duty up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, not including reimbursement for transportation expenses.

12-7 Military Leave

12-7-1 Leave for involuntary military service will be granted to any twelve-month full-time salaried employee, any ten and one-fourth-month salaried employee and regular full-time hourly employees.

12-7-2 Employees should notify their appropriate administrator and the office of Classified Human Resources immediately.

12-7-3 A copy of the military notice or orders should be submitted to the office of Classified Human Resources.

12-7-4 Employees who belong to reserve units will be allowed to take time off from their regular duties for a period not to exceed ninety days.

12-7-5 Exclusive of travel allowances, if the employee's salary from the Armed Forces Reserve Unit is less than the gross pay from the School District, the employee will receive the difference between the two salaries.

12-7-6 When there is any choice as to the time of service, the employee will request a time that will be favorable to the needs of the District.

12-7-7 Approval is granted only by the Superintendent.
12-7-8 All employees shall be given the benefit of any salary increments and sick leave allowances, which would have been credited if they had remained with the District.

12-7-9 The Superintendent or the Board of Education reserves the right to grant or to withhold salary increments or to revoke or deny extensions of leave to employees who choose to remain in military service beyond the compulsory date or period.

12-8 Miscellaneous Leave

12-8-1 Unpaid leaves of absence may be granted to twelve-month full-time salaried employees, ten and one-fourth-month salaried employees and regular full-time hourly employees for other purposes, upon approval of the Board of Education. Requests will be presented to the office of Classified Human Resources or their administrative designee, and will identify the reason for requesting the leave. An employee shall return on the following basis:

A. An employee taking miscellaneous leave for a period of sixty (60) calendar days or less shall be returned to their current position.

B. An employee taking miscellaneous leave for one (1) calendar year or less shall be assigned to the first available position for which the employee is qualified.

C. An employee taking miscellaneous leave under a charter school agreement who returns to District employment within thirty-six (36) months will have previously earned and accrued benefits and privileges restored as outlined in Section 9-3, Rehired Employees.

ARTICLE 13
Vacation and Holidays

13-1 Vacation

13-1-1 Employees who are qualified to receive vacation under Board Policy will accrue the following vacation days per year.

- 1 through 4 years................ 10 workdays
- 5 through 12 years............ 15 workdays
- 13+ years..................... 20 workdays

13-1-2 Employees will be expected to take their vacations at times which will cause the least interruption in the normal conduct of the affairs of the School District and at times that are consistent with department procedures. Vacations that are scheduled and approved at times that are consistent with department procedure cannot be canceled except by the employee.

13-1-3 The maximum amount of accumulated unused vacation days, at any time, shall be twice the annual allowable vacation.

13-1-4 Employees may state their preference as to when their vacation period will occur, and where practicable, length of service within the District will determine the priority for individual vacations.

13-1-5 Upon termination of employment, an employee covered by the provisions of this Article shall be reimbursed for any unused but accrued vacation time at the employee's regular monthly rate.

13-1-6 For the purpose of vacation computation, ten and one-fourth-month regular school employees transferred or reassigned to a twelve-month full-time position will be
given credit for the months and years of service to the District on a month-for-month basis.

13-2 Holidays

13-2-1 Twelve-month full-time salaried employees will be granted the holidays established by the Board in its annual calendar.

13-2-2 Regular full-time hourly and regular part-time employees will receive pay on the basis of actual scheduled hours worked as determined and approved by the supervisor at their regular rate for Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Memorial Day, and Labor Day.


13-2-4 Holidays will be granted during probationary periods.

13-2-5 If a granted holiday falls within an employee's vacation period, the employee shall receive the holiday as an additional day of vacation.

ARTICLE 14

Stipends, Overtime, and Extra Pay or Compensation

14-1 Emergency Call-in Pay

14-1-1 Salaried employees called in on an emergency shall receive a minimum of three (3) hours pay and be paid round-trip mileage, in accordance with Section 14-2, if the work is outside of, and not continuous with, their regular workday.

14-1-2 Hourly employees who are requested by the District to report to work, or who report on their regularly-scheduled workday, and then are told to cease work by their immediate supervisor, will receive a minimum of three (3) hours pay at their regular rate, except for employees scheduled to work four (4) hours or less. In those cases, call-in pay should be two (2) hours.

14-2 Mileage

14-2-1 Employees traveling on school business, using their own automobiles, will be paid at the approved District rate. The use of one's private automobile must be with the approval of the employee's immediate supervisor.

14-3 Rest Breaks

14-3-1 Rest breaks will be determined by the length of the day and the assigned start time. An eight-hour day will have two (2) paid rest breaks of fifteen (15) minutes duration; one in the first half of the shift, the other in the second half. As a general rule, a workday of more than six (6) hours will have two (2) rest periods daily; a four- to six-(4-6) hour day will have one (1) rest period, and less than four (4) hours will have no rest period, if the hours are interrupted by a lunch period. If no lunch period is taken during a workday of less than four (4) hours, then one (1) rest period is allowed for more than a two-hour (2) workday. Rest breaks are considered a segment of the workday for employees.

14-4 Lunch Breaks

14-4-1 Employees who are required to take a lunch break are entitled to take their lunch break duty-free.

14-4-2 When a supervisor or school administrator authorizes an employee to work during the lunch break, the employee will be paid for the extra time worked. The District will not
be required to compensate the employee for the extra time worked on an overtime basis when equal time is taken off during the same workweek.

4-5 Tool Allowance - Facilities Maintenance, Small Engine and Transportation Mechanics

14-5-1 The District shall replace employee-owned tools lost or stolen on District property or broken or worn-out during the workday up to the following amounts per employee per annum:

- Transportation Mechanics will receive $625.00
- Facilities Maintenance will receive $250.00
- Small Engines will receive $250.00

PROVIDED THAT:

A. Such tools, or their equivalents, are required to be furnished by the employee as a condition of employment.

B. Such required tools shall be verified by a tool list with full identification. The list shall be submitted to the appropriate department supervisor for verification at the time of employment.

C. Replacement tools shall be purchased through the District's bid lists, and broken or worn-out tools shall be turned in to the supervisor upon requesting replacement.

D. If the employee desires replacement tools other than those available on the District's bid list, and the employee demonstrates the need for such tools, they may be purchased from another source, as approved by the employee's supervisor.

In addition, if an employee needs tools that are not on the original inventory, and the employee demonstrates the need for the tool(s) to the satisfaction of the supervisor, the tool allowance may be used to purchase the tools.

E. The employee exercised reasonable care and security of the tools.

F. All District-owned tools checked out must be returned, and written verification submitted to the supervisor before final paycheck will be released.

14-5-2 If an employee's tools are stolen on District property, and the employee was not negligent in the matter, the District shall reimburse the employee for the replacement of all stolen tools which were shown on the employee's inventory on file with the District.

14-6 Uniforms

14-6-1 The District will continue to provide and/or replace uniforms for operations and provide uniforms for transportation mechanics.

14-6-2 The District will provide and/or replace protective clothing to sections or crews as identified by the District. Protective clothing replacement will be for normal wear or damage caused through no fault of the employee.

14-7 Overtime

14-7-1 An employee may be assigned involuntary overtime duties in case of emergency or upon adequate notice.

14-7-2 Overtime will be considered as all hours worked in excess of forty (40) hours in a scheduled workweek.

14-7-3 Employees may be compensated for overtime hours by receiving overtime pay or taking compensatory time off.
14-7-4 Overtime will be paid at one and one half the employee's regular hourly rate.

14-7-5 Compensatory time off will be granted at one and one half times the number of overtime hours worked.

14-7-6 All overtime hours as defined in Article 14-7-2 must be approved in advance by the designated administrator.

14-7-7 Generally, compensatory time off is taken during the current pay period. However, the employee and administrator may mutually agree to bank the time for later use. All compensatory time off must be used within the current school/fiscal year. If scheduling conflicts prevents its use, the employee must be paid for any unused compensatory time off. The employee will have the option of receiving overtime pay or taking compensatory time off.

14-7-8 During the term of this agreement, paid leaves, holidays (as specified under Section 13-1 and 13-2), snow closure days, cancelled workdays and compensatory time off will be credited as time worked for the purpose of computing overtime. (This section exempts paid leaves taken under Section 12-2-3 Extended Sick Leave, 12-5 Maternity/Childcare/Family and Medical Leave, 12-7 Military Leave and 12-8 Miscellaneous Leave.)

14-8 Facilities Maintenance, Small Engine, and Transportation Mechanics Snow Premium Pay

Employees will earn $6.00 premium pay per hour when required to remove snow and ice and do sanding operation or lend support to snow removal at a time which is different from their regularly scheduled work time. Effective January 1, 2000, the premium pay amount will be improved each year by the same percent as the COLA adjustment for each year of the Agreement. The snow removal premium pay will not apply when employees are remunerated with overtime or call-in pay, as governed by other articles in the Agreement.

14-9 Cancelled Workday for Hourly Employees

During the term of this Agreement, if the District cancels an hourly employee's workday, the affected employee shall be paid at their regular rate of pay for that day as if they had worked on that day. If the District schedules a make-up day, no additional pay will be granted; and any employee not reporting for duty will be docked a normal workday's pay.

ARTICLE 15

Employee Discipline

15-1 Discipline, Demotion or Dismissal

15-1-1 While employees are entitled to due process, the District shall have the right to discipline and/or discharge employees for just cause.

15-1-2 All discipline, including discharge, will be subject to the grievance procedure.

15-1-3 The District recognizes the benefit of a progressive disciplinary process; and therefore, any employee subject to disciplinary action shall be notified prior to such action.

15-1-4 The procedure for progressive discipline, where applicable, will include the following steps:

First instance of misconduct.: Written reprimand stating specific deficiencies and indicating timelines for improvement, where appropriate.

Second instance of misconduct.: Suspension without pay, demotion or both.

Third instance of misconduct.: Discharge.
15-1-5 In cases of intentional violation of District Policy or conviction of a felony, the employee is subject to immediate discharge as determined by the office of Employee Relations.

15-1-6 The District may suspend, demote or discharge an employee for willful abuse of leave benefits.

ARTICLE 16

Medical Examinations

16-1 District-required physical examinations, will be without cost to the employee, provided that the employee goes to a physician or clinic designated by the District.

16-1-1 Employees may choose to be examined by their own physician, in which case the District will pay the amount charged by District-designated physicians' clinics.

16-2 The District will make every effort to require physical examinations at times that will not interfere with normal work schedules.

ARTICLE 17

Insurance Programs

17-1 Insurance Plans

17-1-1 District-paid benefits are available to regular, full time employees only. During the term of this Agreement, the District agrees to pay the full employee cost for the insured benefit plans listed below.

- Health care Insurance
- Dental care Insurance
- Vision care Insurance
- Group Term Life & Accidental Death Insurance
- Long Term Disability Insurance

The plans will be provided through a single, agreed-on District plan. Any change in the level of benefits offered will be subject to the agreement of the Insurance Committee and approval by the Board of Education.

17-1-2 Salary Reduction Plans - During the term of this Agreement, the District agrees to provide covered employees with the option of paying any applicable insured benefit premiums through a pre-tax salary reduction plan. The plan will remain in force unless the tax code enabling such plans is altered or eliminated.

17-1-3 Medical and Dependent Care Reimbursement Accounts - During the term of this Agreement, the District will provide employees with the option to participate in the District's Medical and Dependent Care Reimbursement plan. The plan will remain in force unless the tax code enabling such plans is altered or eliminated.

17-1-4 Regular part-time employees may purchase benefits at their expense.

17-1-5 Flexible Benefit Payment - The District will pay each full-time regular covered employee $900 per year to use toward purchasing dependent benefits or as an additional cash payment.

ARTICLE 18

Career Increment

18-1 Employees who have completed ten (10) calendar years of continuous service with the District and who are at the eighth step
will receive 3.5 percent of the eighth step. Any year consisting of nine months (9) employment or more will be a calendar year.

18-2 Employees who have completed fifteen (15) calendar years of continuous service with the District and who are at the eleventh step on the salary schedule will receive 3.5 percent of the eleventh step. Any year consisting of nine (9) months employment or more will be a calendar year.

18-3 Employees who have completed twenty (20) calendar years of continuous service with the District and who are at the sixteenth step on the salary schedule will receive 3.5 percent of the sixteenth step. Any year consisting of nine (9) months employment or more will be a calendar year.

ARTICLE 19

Compensation

19-1 Contingent on the District's ability to pay, employees as defined in Article 1-1 will be advanced one (1) horizontal step on the effective salary schedule as of July 1, 2000 provided their performance of duties is adjudged by their appropriate administrator to be satisfactory, based on the annual evaluation of the employee. In the event an increment is withheld as a result of an unsatisfactory evaluation, this action is subject to the grievance procedure.

19-2 Effective July 1, 1999, all Disabled Children's Aides who have successfully completed the 30-hour Orientation Academy will receive $.35 per hour additional compensation.

19-3 Effective September 1, 1999 the District agrees to increase every level and step of the salary schedule by 2%.

19-4 Contingent on the District's ability to pay, the District agrees to increase every level and step of the salary schedule by ½% on March 1, 2000.

19-5 Contingent on the District's ability to pay, employees as defined in Article 1-1 will be advanced one horizontal step on the effective salary schedule as of September 1, 2000, provided their performance is adjudged by their appropriate administrator to be satisfactory, based on the annual evaluation of the employee. In the event an increment is withheld as a result of an unsatisfactory evaluation, this action is subject to the grievance procedure.

19-6 The parties agree to the permanent movement of salary increases and horizontal step advancements to September 1st of each succeeding year.

19-7 The parties agree to negotiate all monetary issues, including the September 1, 2000 salary increases and step advancements, personal leave days, holidays, mutually agreed to issues and one optional proposal each by the District and CSEA for the 2001 reopeners.

19-8 The parties agree to negotiate the September 1, 2001 salary increases and step advancements, mutually agreed to issues and one optional proposal each by the District and CSEA for the 2002 reopeners.

19-9 The parties agree to negotiate the September 1, 2002 salary increases and step advancements, mutually agreed to issues and one optional proposal each by the District and CSEA for the 2003 reopeners.

19-10 The parties agree to negotiate the September 1, 2003 salary increases and step advancements, mutually agreed to issues and one optional proposal each by the District and CSEA for the 2004 reopeners.

19-11 In the event the Board deems the District unable to pay salary increases as required in this Agreement, the matter of inability to pay will be submitted to fact-finding, in accordance with Section 5-8 of the current Agreement. Any determination of inability on the part of the Board will be made after the Board has considered alternatives as it deems available and appropriate, under the circumstances, to fund the increases, consistent with School
Article X, Section 20 of the State Constitution (Amendment 1)

increase the mill levy is a legislative matter exclusively reserved to

the sole discretion of the Board, limited by the requirements of

District Budget Laws, public hearings, and Board Policies. The

Parties understand that the question of calling a special election to
### JEFFERSON COUNTY PUBLIC SCHOOLS

**CLASSIFIED Salary Schedule / Bus Driver and Bus Driver’s Assistants**  
Effective September 1, 1999 through August 31, 2000

#### Union Code - PS  
Salary Plan - PS  
**STEP - PEOPLESOFT**  
**STEP - INSCI**

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<th>R-41 (10 Hours)</th>
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Employees will be advanced one horizontal step provided their performance of duties is adjudged by their appropriate administrator to be satisfactory, based on their annual evaluation.

The old INSCI steps and PEOPLESOFT steps are listed, actual salary is paid from the current PEOPLESOFT steps.

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### JEFFERSON COUNTY PUBLIC SCHOOLS

**CLASSIFIED Salary Schedule**  
Effective September 1, 1999 through August 31, 2000

#### Union Code - PS  
Salary Plan - PS  
**STEP - PEOPLESOFT**  
**STEP - INSCI**

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Employees will be advanced one horizontal step provided their performance of duties is adjudged by their appropriate administrator to be satisfactory, based on their annual evaluation.

The old INSCI steps and PEOPLESOFT steps are listed, actual salary is paid from the current PEOPLESOFT steps.

*If position hours are less than 8, salary will be proportionate to hours worked.*

---

The above employees work an identified 183-day work year and accrue 1/183 of their annual salary for each day worked.

---

8/99
The old INSCI steps and PEOPLESOFT steps are listed, actual salary is paid from the current PEOPLESOFT steps.

Employees will be advanced one horizontal step provided their performance of duties is adjudged by their appropriate administrator to be satisfactory, based on their annual evaluation.

The old INSCI steps and PEOPLESOFT steps are listed, actual salary is paid from the current PEOPLESOFT steps.
JEFFERSON COUNTY PUBLIC SCHOOLS
CLASSIFIED Salary Schedule / School-Based Secretaries
Effective September 1, 1999 through August 31, 2000

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The daily rate of pay takes into account six (6) holidays and ten (10) Vacation days granted by the Board in its annual calendar.

Employees will be advanced one horizontal step provided their performance of duties is adjudged by their appropriate administrator to be satisfactory, based on their annual evaluation.

The old INSCI steps and PEOPLESOFT steps are listed, actual salary is paid from the current PEOPLESOFT steps.

* If position hours are less than 8, salary will be proportionate to hours worked.

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JEFFERSON COUNTY PUBLIC SCHOOLS
CLASSIFIED Salary Schedule / Library Media Technicians
Effective September 1, 1999 through August 31, 2000

<table>
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The above employees work an identified 190-day work year and accrue 1/190 of their annual salary for each day worked. The daily rate of pay takes into account six (6) holidays granted by the Board in its annual Calendar.

Employees will be advanced one horizontal step provided their performance of duties is adjudged by their appropriate administrator to be satisfactory, based on their annual evaluation.

The old INSCI steps and PEOPLESOFT steps are listed, actual salary is paid from the current PEOPLESOFT steps.

* If position hours are less than 8, salary will be proportionate to hours worked.
## JEFFERSON COUNTY PUBLIC SCHOOLS
### CLASSIFIED Salary Schedule / T-Schedule
**Effective September 1, 1999 through August 31, 2000**

### JEFFERSON COUNTY PUBLIC SCHOOLS
### CLASSIFIED Salary Schedule / 205 Day Secretaries (8 Hour)
**Effective September 1, 1999 through August 31, 2000**

<table>
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The old INSCI steps and PEOPLESOFT steps are listed, actual salary is paid from the current PEOPLESOFT steps.

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The daily rate of pay takes into account six (6) holidays and ten (10) vacation days granted by the Board in its annual Calendar.

Employees will be advanced one horizontal step provided their performance of duties is adjudged by their appropriate administrator to be satisfactory, based on their annual evaluation.

- If position hours are less than 8, salary will be proportionate to hours worked.
- The old INSCI steps and PEOPLESOFT steps are listed, actual salary is paid from the current PEOPLESOFT steps.
## Salary Attachment

### Food Services:

1. **Sick Leave Payment:** Regular full-time hourly and regular part-time hourly Food Service employees will receive pay on the basis of their actual scheduled hours worked for the affected workday as determined and approved by their Food Service Manager.

2. **Holiday Payment:** Regular full-time hourly and regular part-time hourly Food Service employees will receive pay on the basis of their actual scheduled hours worked for the affected workday as determined and approved by their Food Service Manager.

3. **Personal Leave Payment:** Regular full-time hourly and regular part-time hourly Food Service employees will receive pay on the basis of their actual scheduled hours worked for the affected workday as determined and approved by their Food Service Manager.

### Transportation:

1. Additional training or refresher courses required to be taken by substitute or regular drivers will be compensated at the driver's regular hourly rate.

2. Drivers on special trips will be paid at their regular hourly rate (subject to the maximum of ten driving hours plus five hold hours). On-duty time in excess of eight hours per day will be paid at time and a half.

3. Drivers on overnight specials will receive a minimum of eight hours pay for each day away from home. The sponsoring agency will pay necessary and reasonable expenses of the driver while on overnight specials.
4. **Route Changes:**

   A. When a route increases in time by two and one-half hours or more per week, it will first be posted within the terminal to be filled. Should the position not be filled, it will be advertised in the Messenger. If the employee holding the route is the successful applicant, their guaranteed bid time will be increased. Should the employee be displaced, they will be utilized and granted guaranteed bid time for the duration of the school year. Displaced drivers will be expected to bid future route advertisements.

   B. Advertisements placed in the Messenger may be delayed from the start of the school year until October 1 and for up to ten (10) working days after a route decreases/increases to allow time for stabilization and evaluation of changes.

   C. When a route decreases in time, it will not be advertised. The employee will maintain original guaranteed bid time and proration time. Additional work will be offered to the employee to compensate for decreased time. Concerted efforts will be made to offer work that falls approximately within the same time frame of the original route time or at times according to the priorities selected by the employee for extra duty.

   D. Employees will select priorities for extra duty within the following categories:

      Daytime: Work between 5:30 a.m. and 5:30 p.m.
      Nighttime: Work after 5:30 p.m.
      Weekend: Work on Saturday and Sunday.

   E. Work offered must be within the typical duties of the employee's classification. Refusal to accept work may be reason to reduce an employee's pay.

5. **Utility Driver Positions:** The District will continue to employ a minimum of twelve utility driver positions during the term of this Agreement. Utility driver positions will be bid at thirty-seven and one-half (37.5) hours per week.

6. **Transportation Employee/Administrator Liaison Committee:**

   A. During the term of this Agreement, employees will elect a Liaison Committee for each terminal. The Committee will consist of the terminal manager and three (3) transportation employees, one (1) selected by the CSEA and two (2) selected by the employees. The Transportation Manager has the option to appoint one (1) additional employee as deemed appropriate.

   B. The Committee will meet a minimum of five (5) times during the calendar year. Either the Transportation Manager or the Committee may request additional meetings, which will be held, up to a total maximum of nine (9) meetings per calendar year.

   C. Employees selected to serve on the Liaison Committee will be paid at their regular rate of pay for one (1) hour per meeting if the meeting is one of the five mandatory meetings or one of those requested by either party, up to a total maximum of nine (9) meetings per year. However, each member will be expected to conduct Liaison Committee activities on their own time, in addition to paid time.

   D. The time and place of all meetings will be determined by the Transportation Manager after consultation with the Liaison Committee.

7. **Extra Duty:** Extra duty boards will be available and posted at each terminal to allow employees to voluntarily sign up for any extra duty.
8. **Special Trips:**

A. Employee compensation for special trips canceled after the employee has reported to the job site will be handled in accordance with Section 14-2, Call-in Pay, when the special trip is scheduled to begin more than one (1) hour beyond the driver's regularly scheduled punch-out time.

B. Employee compensation for special trips scheduled on Saturday, Sunday, or holidays and subsequently canceled without the required advance notice, will be three (3) hours' pay at the employee's regular hourly rate.

C. The District agrees to establish and maintain uniform, special-trip procedures.

9. **Over-the-Road:** The District agrees to establish and maintain a District-wide over-the-road procedure.

10. **Bid Folders:** Vacant routes and route increases advertised in the Messenger will have a selection made by the Transportation Manager of the advertising terminal within five (5) working days after the advertisement closes.

**Disabled Children’s Aides**

1. Effective July 1, 1999, all Disabled Children’s Aides who have successfully completed the 30-hour Orientation Academy will receive $.35 per hour additional compensation.