

**COLLECTIVE BARGAINING AGREEMENT**

between the

**SERVICE EMPLOYEES INTERNATIONAL UNION  
DISTRICT 1199, The Health Care and Social Service Union,  
CTW, CLC**

and

**BUTLER COUNTY HEAD START**

**Effective October 24, 2006 through September 30, 2009**

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## Article 1–Purpose

- A. Parties to Agreement: This Agreement is entered into between the Butler County Head Start Program, hereinafter referred to as the “Program,” or Head Start, and the Service Employees International Union District 1199, The Health Care and Social Service Union, CTW, CLC ,hereinafter referred to as the "Union," and constitutes a binding agreement between the parties.
  
- B. Purpose. This Agreement is designed to provide a fair and reasonable method by which the employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of employment and to establish an orderly procedure for the resolution of differences between the Program and its staff.

The parties agree to maintain, encourage and assure the dignity and mutual respect to all staff members at the Program.

The intent and purpose of this Agreement are to establish harmonious and productive relationships between the Program and the staff, to clarify certain rights, privileges and obligations of the parties together with certain working conditions; and to establish an amicable process of collective bargaining. These purposes will contribute to the mission of maintaining a caring, competent and qualified staff to the Head Start children and families of Butler County.

The Program and the Union agree to work together to raise the standards of service. The parties acknowledge that the provision of the highest standards of education, care and family advocacy shall be a primary consideration in their relationship with one another.

## **Article 2-Recognition**

- A. The Program hereby recognizes the Union as the sole and exclusive collective bargaining representative of the bargaining unit defined below on all matters related to wages, hours and working conditions.
- B. The bargaining unit shall include all regularly scheduled full-time and part-time employees of the Butler County Head Start Program; excluding all managerial, supervisory and confidential employees, and all substitute and casual employees.
- C. If the Program creates new classifications, they shall be placed into the bargaining unit unless they are managerial, supervisory or confidential in nature.
- D. This Agreement shall be binding and inure to the benefit of each of the parties hereto. In the event that the control of the operations or facilities of the Program transfers to another entity, the Union shall be given written notice.

### **Article 3–Management Rights**

The Union recognizes, without limitation, that all rights, powers, functions, responsibilities and authority of Head Start existing before the execution of this Agreement, including the following enumerated rights:

1. to determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of Butler County Head Start, standards of services, the overall budget, utilization of technology, and organizational structure;
2. to direct, supervise, evaluate or hire employees;
3. to maintain and improve the efficiency and effectiveness of Butler County Head Start;
4. to determine the overall methods, process, means, or personnel by which the operations of Butler County Head Start are to be conducted;
5. to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. to determine the adequacy of the work force;
7. to effectively manage the work force; and
8. to take actions to carry out the mission of Butler County Head Start.

are retained by Head Start, and that those rights, powers, functions, responsibilities and authority, and the use of judgment and discretion therewith, shall belong solely and exclusively to Head Start during the term of this Agreement, except as may be expressly and specifically modified by the express terms of this Agreement.

## Article 4–Union Rights

- A. Payroll Deduction. The Program agrees to deduct union dues, initiation fees and assessments from the wages of any employee covered by this agreement who authorizes such deductions. The deductions will be made in as nearly equal pay period installments as possible during the year and in an amount determined by the Union. Deductions will begin within thirty (30) days of receipt of the authorization to deduct dues. All money deducted pursuant to this paragraph shall be paid promptly to the Union. The authorization to deduct dues may not be withdrawn except during the period from July 1, 2009 through September 30, 2009 by the employee giving written notice to the Program and the Union.
  
- B. Union Representation. The Program shall recognize the Union officers and stewards for the purpose of administering the collective bargaining agreement, processing grievances and representing employees in disciplinary matters. Union officers and/or stewards shall be allowed to visit Program facilities for the purpose of meeting with employees covered by this contract, provided that the appropriate supervisor is notified upon arrival for the meeting, and provided that such meetings do not interfere with normal work duties of any Union officer employed by the Program, stewards and of the employee or employees involved.
  
- C. Bulletin Board Space/E-Mail. Bulletin Board Space shall be provided for dissemination of official Union information at each site where bargaining unit members work. The Program's internal mail and e-mail system may be used by the Union in accordance with the Program's policies to communicate with bargaining unit members.
  
- D. Outside Political or Legislative Activities. Employees have the right to participate on their own time in any outside political or legislative activities that they choose, unless specifically prohibited under the HATCH Act. Any employee engaging in such political activity shall not hold her/himself out as representing the Program while engaged in such activity.

The Program shall deduct any voluntary written, authorized contribution to the Union's Committee on Political Education (COPE). The COPE deductions shall be transmitted to the Union in the same fashion as the dues and fees in Section A above.

- E. Non-Discrimination. The Program and Union agree that there shall be no discrimination against any employee by reason of his/her Union membership, or lawful Union activities, or because an employee is not a Union member or refrains from engaging in Union activities.

- F. Information. The Program shall annually provide the Union the following information regarding new hires within ten (10) working days after their employment commences: name, classification, home address and phone number, date of hire and rate of pay. All other status changes (promotions, transfers, resignations, changes of address) shall be provided to the Union within ten (10) working days of the change.
- G. Union Leave. The Union shall be granted up to a total of three (3) paid days per year for Union business, which may be used in half-day increments. The Union shall be granted an additional two (2) days of unpaid leave for Union business per school year.
- H. Paid Release Time. If contract negotiations are scheduled during regular working hours, the Union's team members shall be given paid release time to attend. Notwithstanding, the Union will receive a total of twenty-four (24) hours of release time to divide among its negotiating team members for the course of negotiations. The Program at its discretion may offer additional release time to the Union for attendance at labor-management cooperative workshops or conferences.
- I. Union Leave of Absence. Upon the request of the Union, a leave of absence for up to but not more than one (1) year without pay will be granted to one (1) employee to work in the Union office. Any employee on such leave shall have the right to reinstatement. Credit for length of service and for benefits status granted prior to going on leave is retained by the employee upon return from the leave. The employee is eligible to receive any increases which would have accrued if the employee had been on the job. The rules governing COBRA shall apply. The Union agrees that the employee shall not perform any work directly related to the representation of only the bargaining unit represented by this agreement.
- J. Executive Board Leave. The Executive Board member will be allowed four (4) days of unpaid leave to attend Executive Board Meetings each year. This leave applies only to Fridays.

## **Article 5 - Non-Discrimination**

The Program shall not discriminate in any manner relating to employment on the basis of race, color, creed, age, sex, disability, national origin, religion or Union participation. This includes a prohibition of sexual harassment. Any grievance occurring regarding discrimination will be handled pursuant to the grievance procedure agreed to by the Program and the Union.

### **Article 6–Seniority**

- A. Seniority is defined as the length of continuous employment with the Program computed from the employee's most recent date of hire.
- B. Seniority will not accumulate during unpaid leaves of absence. However, upon return from an approved leave of absence, the employee will retain credit for all seniority accumulated prior to the leave of absence.
- C. If the employment dates of two or more employees are the same date, their placement on the seniority list shall be determined by the last four digits of each employee's social security number, the highest number having the greatest seniority.
- D. The Program shall provide the Union with an accurate and updated seniority list within thirty (30) working days of the ratification of this agreement, and on an annual basis thereafter.

## Article 7 - Vacancies

- A. Job Descriptions. The Program shall have the authority to determine the job descriptions for all job positions included in the bargaining unit covered by this contract. The Union shall be furnished a copy of each such job description. Prior to the Program making a change in the job description for any position, the Program shall notify the Union and provide the Union with the proposed change prior to the change becoming effective. In the event a change in a job description substantially changes the duties of the position, the Program and Union shall meet to negotiate a new wage for the position. In the event the parties are unable to agree on a wage, the issue may be submitted to arbitration. Proposed enhancements to current positions and the creation of new positions will be presented to the Labor Management Committee for its review and discussion prior to being included in the grant proposal.
- B. Vacancies. A vacancy is an opening resulting from the creation of a new position or from the resignation, retirement, termination or reassignment of an employee, except that reassignments within a job position which do not add to or subtract from the number of employees employed in the job position shall not be considered to create a vacancy. Whether to fill a position or replace an employee shall be at the sole discretion of the Program.

A vacancy shall be posted for five (5) working days. A vacancy posting shall include the date of posting, the application deadline, the qualifications for the position, the hours of work, the months of employment, and the rate of pay. During the summer months, notice of vacancies will be sent to the entire bargaining unit. The five (5) day posting time period will begin two (2) days after the date of mailing.

A vacancy shall be filled by the most qualified applicant. In the event all relevant factors are equal, the applicant with the greatest seniority will be offered the position. Relevant factors include, but are not limited to:

1. the employee's knowledge, skill and training necessary to perform the job as judged by the interview team and/or reported by the employee's supervisor.
2. the employee's evaluations.
3. the employee's attendance record.

Current employees who apply for a vacant position shall be interviewed for any vacant position for which they meet the qualifications.

C. Assignments/Reassignments. The program retains under this contract the sole authority and discretion to assign and reassign employees, except as such authority may be specifically limited by this contract.

1. Voluntary Lateral Transfers. For purposes of this paragraph, a lateral transfer shall be defined as transferring from the same position (e.g. teacher, assistant teacher) at one program option site to a similar program option site. Openings in the TIP program and special education and public school preschools are excluded from the provisions of this paragraph. The provisions of this paragraph also will not apply to transfer requests from one classroom to another classroom at the same site.

Employees will be notified by the Friday following the last day of the program year of their anticipated assignment for the next year. An employee wishing to transfer to a different assignment for the next school year shall submit a request to transfer no later than ten (10) days following receipt of anticipated assignment.

Vacancies occurring between the end of a program year and August 1 of the succeeding program year will be filled by the most senior employee requesting a transfer to the position who meets the following qualifications:

- a. Employee must have completed five (5) years of employment with the Butler County ESC Head Start Program and completed one (1) full year in current position.
- b. Employee was absent less than five (5%) percent of his or her scheduled workdays the previous program year.
- c. The employee's performance evaluation must indicate that the employee "meet expectations" in ninety (90%) percent of "general expectations" categories except that they must "meet expectations" in #14-20 on evaluation form.
- d. Employee did not have any disciplinary action the previous program year.

2. Involuntary Transfer. Assignment/reassignments not subject to the lateral transfer rules described above shall be based on the staffing needs of the program and/or performance reasons, but shall not be for arbitrary or capricious reasons. Except in an emergency situation, an employee who is reassigned shall be provided the reasons in writing for the reassignment at least two (2) weeks prior to the effective date of the reassignment. An employee may be involuntarily reassigned to a position in another classification only if the position to which the employee is to be transferred has first been posted pursuant to the provisions of this Article and no one qualified to fill the position applied for the position.
  
- D. An employee may be temporarily transferred to a position other than their regular position. If the position to which the employee has been temporarily transferred is a higher rated position than the employee's regular position, the employee shall receive the base rate of pay for the position, or a 10% increase in the employee's rate of pay, whichever is greater, after being assigned to the position for five (5) consecutive work days, for the remainder of the time the employee is assigned to the position.
  
- E. Summer Work Assignments. All summer or special work assignments shall be filled in accordance with the procedures described above.
  
- F. Resignations. An employee who elects to resign shall notify the Program in writing at least two (2) weeks prior to the effective date of the resignation.

## **Article 8 - Probationary Period**

- A. The probationary period for all employees covered by this agreement shall be 120 calendar days, not including summer break days. The seniority of employees retained beyond the probationary period shall be retroactive to the employees first day of work.

A probationary employee may be terminated at any time during the employee's probationary period for any reason in the sole and exclusive discretion of the Program. In the event an employee is terminated during his/her probationary period, neither the employee nor the Union shall have the right to challenge the termination or the provisions of this article under the grievance and arbitration procedure or any other provision of this contract.

During the probationary period, the employee shall receive orientation and training. A probationary employee's performance shall be evaluated during the probationary period in accordance with the evaluation procedures described in this contract. Probationary employees shall be made aware of any aspect of their performance which is deficient and/or needs improvement.

An employee retained beyond the probationary period shall be considered to be on a continuous, permanent employment, subject to the layoff provisions of Article 10 and disciplinary procedures of Article 13.

## **Article 9 - Evaluation/Personnel Files**

### **A. Evaluations.**

1. In addition to probationary evaluations, each employee will be evaluated on an annual basis. The purpose of the evaluation is to assess work performance and attainment of standards, as well as to identify training and professional needs. A written evaluation shall accompany an in-person discussion between the employee and her or his immediate supervisor.
2. The written evaluation shall be signed by the employee and the supervisor after the discussion. The employee shall have the opportunity to make comments both verbal and written prior to signing the evaluation form. The employee signature will only indicate that the employee received and reviewed the evaluation. Employees have the right to make written objections to their evaluation for inclusion in their personnel files. The employee shall receive a copy of the evaluation.
3. Evaluations shall not be considered a step of the progressive discipline process.
4. The parties agree that a committee shall be formed to study the evaluation process and make recommendations regarding the procedures to be followed in evaluating employees covered by this agreement. The committee shall be composed of two (2) members appointed by the Union and two (2) members appointed by the Executive Director. Following the completion of its work, the committee's recommendations will be submitted to the Butler County Educational Service Center Board of Education for its consideration and approval.

### **B. Personnel Files.**

Employee's official personnel files shall be kept in the Human Resources Department. Employees may examine their personnel file by appointment and may copy any document that is contained in the file. Materials may not be added to an employee's file without her/his knowledge.

## **Article 10 - Reduction in Force/Layoff and Recall**

- A. **Layoff Policy.** Employees may be laid off due to lack of funds, lack of work or for other reasons related to the efficient operation of the Program. Layoffs shall be by position. Employees shall be laid off within the position effected on the basis of seniority.
- B. **Layoff Procedure.** Employees to be laid off shall be notified in writing of the impending layoff at least fifteen (15) calendar days in advance of the effective date of the layoff, with a copy of the notice provided to the Union Executive Board member and administrative organizer at the same time. An employee who is to be laid off with greater seniority than an employee in a lower rated position may displace the employee provided the bumping employee has been previously employed in that position. The employee shall be paid at the rate of pay of the lower rated position.
- C. **Recall Procedures.**
1. Laid off employees shall have recall rights for up to twelve (12) months from the last day of work. Recall shall be by seniority, with the most senior employee on the recall list qualified for the vacant position to be recalled first. An employee may refuse an offer to return to a non-comparable position (i.e., in terms of hours, classification, grade, benefits or location) and remain on the recall list.
  2. If an employee accepts a recall to a position at a lower grade level than the position she/he was laid off from, she/he shall be paid at the rate of pay of the new position. She/He shall remain on the recall list for the remainder of the twelve (12) months and be eligible to be recalled back to her/his original grade/classification.
  3. The Program shall provide the Union Executive Board Member with a recall list and copies of all notices of recall in advance of recall notices being mailed to employees.
  4. All seniority accumulated prior to layoff shall be retained and the recalled employee shall resume accumulated seniority upon her/his return to work.
  5. The Program has fulfilled its responsibility herein by sending a written notice of a job vacancy to an employee on the layoff list by certified mail at the last address left by the employee. Unclaimed, refused or non-deliverable notices as well as failure to respond within fourteen (14) calendar days from the date of the mailing shall constitute refusal of the recall.

6. No new staff members shall be hired until all staff members on layoff who are qualified for the available position and desire to return to work have been recalled.

## Article 11 - Hours of Work

- A. The regular work week shall consist of forty (40) hours per week, Monday through Friday. The normal work day for full-time employees will consist of eight (8) hours of work, with an unpaid thirty (30) minute to one (1) hour meal period, depending on the position.
- B. An employee who is required to work outside the employee's regular work hours, e.g., for home visits, parent conferences, parent meetings or advocacy services, shall, in the pay period in which the work is performed, be released from work during regular work hours that number of hours equal to the number of hours worked outside normal work hours. If the employee cannot be released from work within the pay period involved, the employee will be paid at the applicable rate for the hours worked outside normal work hours. Except in the case of an emergency, an employee must obtain prior approval from his or her immediate supervisor to work overtime hours, or to perform work outside the employee's normal work hours.
- C. Employees will be paid at one and one-half (1½) times the regular rate of pay for all hours actually worked over forty (40) in a work week. In order for overtime to be paid at the overtime rate, prior approval to work the overtime hours must be obtained from the employee's immediate supervisor.
- D. An employee who works overtime hours may elect to take compensatory time off from work at the rate of one and one-half (1½) hours for each hour of overtime worked in lieu of pay for such overtime hours. The election to take compensatory time in lieu of overtime pay must be made no later than the end of the pay period in which the overtime hours were worked. A maximum of forty (40) hours of compensatory time may be accumulated.
- E. An employee's immediate supervisor must approve the taking of compensatory time off before such time can be taken. In the event an employee decides not to take compensatory time off, and/or in the event the operational needs of the program prevent an employee from taking compensatory time off, within sixty (60) days of the date such time was earned, the employee will be paid for the overtime hours worked applicable to such compensatory time in the next pay period.
- F. All hours worked pursuant to sections B, C, D and E of this Article shall be requested and approved on a form developed by labor and management.
- G. Full-time employees, except teachers and assistant teachers, shall be entitled to two 10-minute breaks, one in the morning and one in the afternoon, provided the remaining staff during a break meets Head Start's performance standards. Teachers and assistant teachers may take a break when children are not in session.

- H. Employees shall be paid bi-weekly, except that school year employees shall have the option of being paid in 22 payments or 26 payments. This option shall be offered annually to each school year employee prior to the start of a school year, and is irrevocable for that school year.

## Article 12-Employee Development

- A. The Program is committed to providing opportunities for employees to continue their education and training to qualify them for higher positions within the Program and to increase the quality of service provided to children and families.
  
- B. Tuition Assistance. Full-time employees who have completed their probationary period will be eligible for the tuition costs associated with attending work-related courses or programs offered by accredited universities and/or colleges in accordance with the following provisions:
  - 1. A maximum of fifty (50%) percent of the training funds allocated in the budget shall be available for tuition assistance.
  - 2. The course or the degree program requiring the course must be job related and must provide enhanced ability to perform current job assignments or preparations for advancement with the Head Start Program.
  - 3. An employee requesting tuition assistance must submit an Educational Assistance Packet to his/her immediate supervisor at least four (4) weeks prior to the commencement of classes. All courses for which assistance is sought must be approved in advance of the start of the course.
  - 4. Total educational assistance is limited to two (2) courses per employee per term. Educational Assistance will be paid at the maximum undergraduate rate of \$250 per semester hour.
  - 5. One hundred (100%) percent of tuition and fees will be paid on a first come, first serve basis, based on the date of submission of the completed Educational Assistant Packet, except that fifty (50%) percent of available funds shall be reserved for employees who have completed at least five (5) full years of employment with the Head Start Program, and distributed on the basis of seniority to such employees, provided that such employees have submitted a completed Educational Assistance Packet prior to August 1.
  - 6. Books will be the responsibility of the employee, except in the event federal and/or state regulations mandate that a percentage or all of the employees in a particular position have a post-secondary educational certificate or degree in order for Head Start to maintain funding, and/or mandate that employees in a particular position

obtain a post-secondary educational certificate or degree to maintain their position. Head Start will pay the cost of books not covered by financial aid for the courses required to obtain the certificate or degree.

7. In order for Head Start to pay the tuition cost for courses the employee must (1) apply for financial aid, if available, from the college or university from which the employee intends to obtain the certificate or degree; (2) obtain a passing score on the admissions test; (3) maintain a C average.
  8. The application procedure must be followed and final approval shall rest with the director.
  9. As a condition of receiving tuition assistance, an employee who chooses to end employment will be required to reimburse one hundred (100%) percent of the funds utilized in the last twelve (12) months of employment.
- C. In-Service Training. Such in-service training as required by federal and state performance standards will be provided by the Program. Such training shall take place during regular working hours and shall be paid as such.
- D. Conferences. When opportunities for employees to attend Program-elected conferences arise, all employees shall be notified with ample advance notice so that they can apply to be considered. The selection process shall ensure that as many different employees can avail themselves of these growth opportunities as possible. The Program shall pay for all costs of attending the conference, including copying and shipping materials.

### **Article 13-Disciplinary Procedure**

- A. Employees covered by this agreement may be disciplined, including suspended and/or terminated, for just cause. Depending upon the nature of the offense, progressive discipline will be utilized, i.e., an employee shall be warned orally and in writing before being suspended for the same or similar offense, and an employee shall be suspended before being terminated for the same or similar offense, provided, however, that the Superintendent may accelerate disciplinary measures to any step if the gravity of the offense warrants such action.
- B. Before an employee can be suspended or terminated, the employee shall be notified in writing of the reason for the proposed disciplinary action and provided a hearing before the Head Start Program Director or designee at which the employee may respond to the proposed disciplinary action. If it is the decision of the Program Director or designee to suspend or terminate the employee, the employee may appeal the suspension or termination action to the Superintendent. At the Superintendent's discretion, an employee may be taken out of service, without pay, until the hearing process provided for herein is completed. Grievances pertaining to suspension or termination shall begin at Step 3(a) of the grievance procedure. All other disciplinary grievances shall begin at Step 1.
- C. An employee shall be entitled to union representation at any meeting or hearing which may result in discipline being imposed or at which discipline is imposed. A copy of any disciplinary action shall be provided to the Union President.
- D. Except for employees in the probationary period provided for in Article 8, an employee may appeal any discipline given to the grievance procedure.
- E. In imposing discipline on a current charge, prior infractions which occurred more than two (2) years prior to the current charge will not be taken into account provided the employee has not been disciplined for the same or a similar offense within the two (2) year period.

## Article 14 - Grievance Procedures

### A. Definitions.

1. A "grievance" is an alleged violation, misrepresentation or misapplication of a specific article, section or provision of this Agreement.
2. A "grievant" is a member of the bargaining unit or a group of bargaining unit members initiating a grievance. When more than one (1) member is part of a grievance, the grievance shall be signed by a member or members representing the affected group.
3. "Suspension or Termination Grievances" are special case grievances and will begin at Step 3 of the grievance procedure as specified in Section B, Step 3( b).

### B. Steps of Grievance Procedure.

Step 1. An employee may initiate a written grievance within fifteen (15) working days of the event giving rise to the grievance. The grievance shall be submitted to the employee's manager. The manager will schedule a meeting with the grievant(s) and the Union Steward within five (5) working days after the receipt of the written grievance. The parties shall attempt to resolve the grievance at this meeting. The manager shall respond in writing to the grievant, with a copy to the Union President, within five (5) working days of the grievance meeting.

Step 2. If the grievance is not resolved at Step 1, the grievant may appeal the grievance to the Executive Director, or designee, within five (5) working days after the receipt of the Step 1 response. The Executive Director, or designee, will schedule a meeting with the grievant(s) and the Union representative within five (5) working days after receipt of the appeal. The parties shall attempt to resolve the grievance at this meeting. Within five (5) working days after the appeal meeting at Step 2, the Executive Director, or designee, shall render a written response to the grievance with copies to the Union representative and the Union President.

#### Step 3.

- (a) If the grievance is not resolved at Step 2, the grievant may appeal the grievance to the Superintendent or designee within five (5) working days after the receipt of the Step 2 response. The Superintendent, or designee will schedule a meeting with the grievant(s) and the Union representative within five (5) working days after receipt of appeal. The parties shall attempt to resolve the grievance at this meeting. Within five (5) working days after the appeal meeting at Step 3, the Superintendent shall render a written

response to the grievance with copies to the Union representative and the Union President.

- (b) Grievances pertaining to the suspension or termination of an employee will begin at Step 3 of the grievance procedure, and shall be filed within fifteen (15) days of the event giving rise to the grievance. In the case of a grievance over the termination of an employee, the grievance will be heard at Step 3 by the Butler County Educational Service Center Board at its next regularly-scheduled meeting after the grievance is filed, or the Union may move the grievance directly to arbitration. The Union may also request mediation pursuant to Step 3(c).
- (c) The parties shall notify the Federal Mediation and Conciliation Service of the need for a mediator and the desire to hold a mediation session within ten (10) working days of the notification if:
  - 1. The parties agree at Step 3 to submit the grievance to mediation, or
  - 2. In the case of a grievance over the termination of an employee, if the Union requests mediation of the termination grievance. .

The parties shall select a mutually agreeable date. If the parties cannot agree upon a date, the mediator shall select the date, and both parties will abide by this selection.

The mediation hearing shall be informal, with no briefs, transcripts or formal rules of evidence. Each party shall present this case to the mediator, who shall attempt to mediate the grievance after hearing the facts from both parties. Any settlement reached through this process shall be non-precedent setting.

If no resolution comes from the mediation process (or if FMCS declines to mediate a grievance), the Union may proceed to the next step, according to contractual timelines.

Step 4. If the grievance is not settled in the Step 3 above, the Union may submit the grievance to final and binding arbitration by serving written notice of intent to arbitrate on the Superintendent within ten (10) working days from the date of the third step answer. Upon filing this notice to arbitrate, the Union shall contact the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators. If the parties are unable to agree upon an arbitrator from this panel, or if either party is dissatisfied with the first panel, they shall request the FMCS to

send a second panel of arbitrators. The parties shall ultimately strike from the second panel of arbitrators until an arbitrator is selected. The arbitrator's fees and expenses shall be shared equally by both parties.

Only grievances which involve the interpretation, application or alleged violation of an express provision of this contract may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from or change, modify or amend any of the terms or provisions of this contract. All decisions and awards made by an arbitrator, if within his authority as defined by this agreement, shall be final and binding on the Program, the Union and employees covered by this contract.

Any grievance not filed, and/or not advanced to the next step, within the time limit specified herein shall constitute a waiver of the grievance and said grievance shall be void. Any grievance not advanced by management within the time limit in that step shall be considered appealed to the next step of the grievance procedure. The time limit provided for herein may be extended by mutual agreement of the parties.

Meetings under this procedure will not be scheduled during times when children are in attendance.

### **Article 15-Health and Safety**

- A. It is the responsibility of the Program to provide clean, safe and healthful working conditions, equipment and work methods for its employees. It is the responsibility of employees to bring observed potential hazards to the attention of their supervisors or the Operations Manager and to follow all health and safety regulations.
- B. If a bargaining unit member brings a safety issue to the attention of the Operations Manager, in writing, the employee shall receive a written response within ten (10) days as to the disposition of the issue.
- C. On-going health and safety issues may be brought to the Labor-Management Committee for study and recommendation.

### **Article 16–Travel/Expense Reimbursement**

- A. Mileage shall be paid to any employee who is required to use his/her own vehicle in order to perform his/her job duties, at the IRS rate. Accurate monthly mileage records must be submitted to the supervisor for approval and submission to the business office for approval.
- B. Per diem expenses will be paid in accordance with Program policies to employees who are required to attend conferences, workshops, etc. or attend to other Program business, located more than fifty (50) miles from the Program's administrative office.
- C. Any other miscellaneous out-of-pocket expenses which have prior approval will be promptly reimbursed, so long as the proper documentation and/or receipts are provided.

### **Article 17 - Labor-Management Committee**

A Labor-Management Committee, consisting of three (3) representatives of the Union and three (3) representatives of Management, selected by their respective sides, shall be established. The Committee shall meet on work time at least quarterly to discuss issues of mutual interest to both employees and management. Topics which may be addressed include, but are not limited to, employee development, health and safety, staffing, classifications, and professional issues.

The Committee shall select its own co-chairs, establish agendas, set meetings, and invite additional participants based on the requirements of the agenda items. The Committee may also seek training in Committee process, as it sees fit.

## **Article 18 - Holidays**

A. The following days shall be paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

Independence Day shall be a paid holiday for employees who are scheduled to work 220 or more days from July 1 through June 30.

B. In the event a holiday falls on a Saturday, it shall be observed on the preceding Friday. In the event a holiday falls on Sunday, it shall be observed the following Monday.

C. In order to be eligible for holiday pay, an employee must work the employee's last regularly-scheduled work day before the holiday and the employee's first regularly-scheduled work day following the holiday unless excused due to injury or illness, or on an approved paid leave.

D. An employee required to work any of the paid holidays shall be entitled to regular holiday pay, plus the applicable straight time and/or overtime rate for all hours worked.

**Article 19 - Vacations**

Employees with a 12-month contract (260 days or more) shall be entitled to the paid vacation benefits described below. Employees employed for less than 260 days are not entitled to paid vacation.

- A. After 1 year of continuous service .....10 days per year  
(.83 days per month)
- B. After 5 years of continuous service.....15 days per year  
(1.25 days per month)
- C. After 11 years of continuous service.....20 days per year  
(1.66 days per month)

A part time employee who qualifies for vacation shall be entitled to take paid vacation on a pro rata basis.

A vacation request submitted at least two (2) weeks in advance shall not be unreasonably denied. A vacation request submitted less than two (2) weeks in advance may be granted at the sole discretion of the Executive Director.

When a holiday falls on what is normally a work day during an employee's vacation period, the holiday shall not be counted as a vacation day. Vacation earned at termination will be paid upon termination at the employee's current rate of pay. Employees may carry over a maximum of five (5) vacation days from one vacation year to the next.

For purposes of this article, years of service shall include employment by Butler County Head Start and/or Butler County Educational Service Center

## Article 20 - Paid Leaves

### Sick Leave.

- A. Each employee covered under this agreement shall earn fifteen (15) days sick leave with pay per year which shall be credited at the rate of one and one quarter ( $1\frac{1}{4}$ ) days per month. Employees may accumulate sick leave equal to the number of days in their contract work year, to a maximum of 220 days.
- B. A new employee who, preceding their employment by the Program, has been in the employ of another Ohio public sector employer shall be credited with the unused balance of accumulated sick leave from that employer to a maximum of 220 days.
- C. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
- D. For purposes of using sick leave due to illness or injury in an employee's immediate family, immediate family shall include spouse, children, mother, father, grandparents, grandchildren, step-parents and step-children. (For using sick leave due to a death in an employee's immediate family, immediate family shall include, in addition to the previously named relationships, brother, sister, mother-in-law and father-in-law).
- E. In order to qualify as paid sick leave, an employee must notify his/her immediate supervisor of the need for sick leave no later than one and one-half ( $1\frac{1}{2}$ ) hours prior to the start of the employee's work day, except in the case of an emergency, and must submit a sick leave form with the timesheet for the pay period in which the leave was taken.
- F. An employee requesting the use of paid sick leave and/or using paid sick leave for three (3) days or more may be required to furnish a doctor's statement or other appropriate documentation to justify the use of such sick leave.
- G. Abuse of sick leave may be grounds for disciplinary action up to and including termination.

### Personal Leave.

- A. Employees covered by this agreement shall earn up to three (3) days of personal leave, with pay per year (August 1-July 31). Employees hired between January 1 and April 30 shall earn two (2) personal days; employees hired after April 30 will earn one (1) day. Such leave shall not accumulate from year to year.
- B. Personal leave is to be used for the purpose of transacting business or attending to affairs or problems of a personal nature which cannot be scheduled or attended to outside the employee's work hours.
- C. Except in the case of an emergency, personal leave cannot be used to extend a holiday, a vacation period, or any other leave period, or within five (5) school days of the beginning or end of the school year, except with the approval of the Executive Director.
- D. During the school year, a maximum of ten (10%) percent of the employees at any one location may be on personal leave on the same day. If more than one employee at a location requests personal leave on the same day, the leave will be granted on a first come first serve basis. The ten (10%) percent limitation may be waived by an employee's immediate supervisor in the event of an emergency.
- E. Except in cases of emergencies, a request to take personal leave must be made in writing on the appropriate form to the employee's immediate supervisor at least three (3) days prior to the date for which the leave is requested. Personal leave must be approved in advance in order for it to qualify as personal leave.
- F. All personal leave not used by the end of the current school year (defined as June 30<sup>th</sup> of each year) will be added to the employee's sick leave to the extent that the addition does not cause the total sick leave to exceed 220 days.

### Assault Leave.

- A. An employee who is physically assaulted while performing his/her work duties which results in the employee being unable to perform his/her duties will be entitled to assault leave. Said leave shall be for a maximum of twenty (20) days per year. Assault leave shall not be chargeable to sick leave or any other leave, and shall be at no loss of pay. Assault leave shall not be accumulative.

- B. In addition to a full disclosure of the circumstances surrounding the assault, medical verification of the employee's disability to perform his/her duties must be furnished to the Executive Director for all assault leave requests of more than one (1) day.
- C. After three (3) consecutive days of assault leave, the Executive Director shall have the right to require the employee to submit to a medical examination by a physician of the Program's choice. The Program shall pay the full cost of such an examination.

Jury Duty.

Employees covered by this agreement will be released from work with pay for jury service or to serve as a witness on behalf of the Program. Employee shall pay over to the fiscal officer the payment received from the court for jury service.

## Article 21-Unpaid Leaves of Absence

- A. Child Care Leave. The Program shall grant child care leave for an employee to care for a newly born infant and for the adoption of a child who is under five (5) years of age, for a period of up to twelve (12) months. This leave shall be unpaid, without accrual of paid leave and without insurance benefits, except that the employee shall be given the opportunity to remain on the group insurance plans by paying the Program the monthly premium. This leave is in addition to FMLA leave and sick leave for maternity purposes.
- B. Medical/Educational Leave.
1. Upon request, and with the approval of the Executive Director, or designee, an employee may be granted a leave of absence without pay for a period of not more than one (1) year for educational or professional or other purposes, and shall be granted such leave for up to two (2) consecutive years where illness or other medical disability is the reason for the request. The request shall state the reason for the requested leave, the date the leave is to begin and the date the leave is to end.
  2. An employee may be required to provide adequate medical documentation if the reason for the leave is illness or other medical disability.
  3. An employee returning from a leave of absence granted pursuant to this provision is subject to reassignment within the same classification by the Executive Director.
  4. An employee who is on a leave of absence pursuant to this provision shall be entitled to continue to be covered by the Program's group health insurance plans provided the employee pays the premium for those plans which she/he wishes to maintain thirty (30) days in advance of the due date of the premium.
- C. Family and Medical Leave. Employees are eligible for twelve (12) weeks of unpaid, job protected leave coverage under the Family and Medical Leave Act if they have worked at the Program for at least one (1) year and have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months. Health benefits will be maintained during FMLA leave. The employee will be required to pay the co-pay portion of the health benefits. The qualified reasons for the leave are:

1. To care for the employee's child after birth.
2. To care for a child placed with the employee for adoption or foster care.
3. To care for a spouse, son, daughter or parent with a serious health condition.
4. Due to an employee's own serious health condition that makes the employee unable to perform the functions of her/his position.

An FMLA leave may be taken on an intermittent or reduced work schedule when medically necessary.

All paid sick leave which qualifies for leave under the Family Medical Leave Act may count toward the twelve (12) weeks during which the employees are entitled to continuation of group health insurance benefits under FMLA. The employee shall have the choice of using paid or unpaid leave.

## **Article 22 - Emergency Closing\***

In the event of bad weather, each center will follow the decision for closing of schools for the district in which the center is located. If your center's school district closes, the teachers, assistant teachers, and family service workers are not required to report to work. Cooks are required to report if any center they serve remains open.

All other staff are required to report to work unless the Butler County Educational Service Center is closed by our Superintendent. If a support staff employee cannot safely make it to work, a personal/emergency day, or compensatory time will be used.

All staff is required to report to work on Friday.

## **\*Memorandum to Collective Bargaining Agreement**

### **Between**

The Service Employees International Union District 1199, The Health Care and Social Service Union, CTW, CLC and Butler County Head Start.

### **Whereas**

Head Start programming for children will be changed from Mondays through Thursdays to Tuesdays through Fridays beginning with the return of children in September, 2008, it is mutually agreed by both parties to the Collective Bargaining Agreement that the following language change be made to the Collective Bargaining Agreement:

The final sentence appearing in "Article 22—Emergency Closing" of the Collective Bargaining Agreement, which currently reads, "All staff is required to report to work on **Friday**," will be changed to read "**All staff are required to report to work on work days that children are not in attendance.**"

This Memorandum of Understanding to the Collective Bargaining Agreement is hereby mutually agreed upon and will be attached to the Collective Bargaining Agreement.

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Daniel E. Hare, Superintendent,  
Butler County Educational Service Center

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Carrie Robinson, President  
Service Employees Union District 1199,  
The Health Care and Social Service Union,  
CTW, CLC

**Signed 1/6/09**

## Article 23 - Retirement

A. In accordance with Ohio law, employees covered by this agreement participate in the Ohio School Employees Retirement System (SERS). The Program and each employee shall contribute at the contribution rate established by SERS.

B. SERS Reduction Pick-Up

The Board agrees to pick-up (assume and pay) contributions to the School Employees Retirement System on those contributions now made by the employee to SERS on behalf of the employees in the bargaining unit on the following terms and conditions:

The amount to be picked-up and paid on behalf of each employee shall be the amount required by SERS of the employees compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board. No employee(s) total salary shall be increased by such pick-up nor shall the Board's total contribution to SERS be increased thereby.

The pick-up percentage shall apply uniformly to all members of the bargaining unit.

No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employee-employer pick-up.

Said "pick-up" shall not result in additional cost to the Board and employees agree to assume any and all liability if not acceptable to IRS.

C. Severance Pay

Each employee covered by this agreement, upon retirement under the School Employees Retirement System, shall be entitled to receive as severance an amount equal to one-fourth of his/her accumulated sick leave to a maximum of fifty-five (55) days.

The amount to be paid as an employee's severance pay will be the computed daily rate of the employee at the time of retirement times the number of days of severance pay due the employee. In order to be eligible for the severance pay benefit provided for in this article, the employee must have been employed a minimum of five (5) years with the Butler County Head Start and/or Butler County Educational Service Center.

An employee who dies while on active service shall be deemed to have retired the day prior to death and the severance benefits provided for herein shall be paid to the employee's estate.

## Article 24 - Insurance

Members of the bargaining unit shall be provided insurance benefits as follows:

- A. Head Start shall provide health and dental insurance to full time employees covered by this contract through the health and dental insurance plans provided through the Butler County Health Plan Consortium. During the term of this contract Head Start shall pay towards the cost of the monthly premiums for such insurance as follows:
  - 1. 90% of the health insurance premiums;
  - 2. 90% of the dental insurance premiums.
- B. Head Start will continue to implement Section 125 of the I RS Code for the life of the contract.
- C. Head Start shall provide the employee assistance program provided through the Butler County Consortium if and when one is offered by the Consortium.
- D. Head Start shall contribute to only one health insurance plan and one dental insurance plan for a family where a husband and wife are both employed by Head Start. However, a husband and wife do have the option to take separate single health insurance plans.
- E. All insurances provided pursuant to this contract shall be subject to the conditions of the insurance provided by the Consortium. If there is any change in the insurance coverages provided through the said consortium, this section may be reopened for negotiations.
- F. Life insurance - The Program shall provide, at no cost to the employees, term life insurance in the amount of \$30,000.

**Article 25 – Wages**

- A. Wage Rates. The following are the salary ranges for all classifications covered under the collective bargaining agreement. The minimum wage rate shall be increased by the COLA every year of the contract.

\$7.47 - \$9.08per hour	Cook Maintenance Permanent Substitute/Substitute Scheduler
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\$8.63 - \$10.37 per hour	Assistant Teacher Nutrition Assistant Transporter
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\$9.20 - \$11.35 per hour	Home Visitor Family Day Care Visitor
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\$10.37 - \$13.84	Facilities and Maintenance Specialist Nutrition Specialist Parent Involvement Specialist Secretary
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\$10.95 - \$14.96 per hour	Disabilities Specialist Family Service Worker Program Assistant
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\$10.36 - \$13.46 per hour	Teacher: CDA
\$12.51 - \$17.70 per hour	Associates Degree
\$14.00 - \$18.24 per hour	Bachelor Degree

- B. The Program and Union agreed to reopen this agreement for the purpose of negotiating wages and benefits to be effective August 1 of each Program year during the term of this contract.
- C. Family service workers shall be paid an annual stipend of \$1,250 for each session assigned over one full class, or the equivalent. The stipend shall be paid in the second pay period following the end of the school year.
- D. Newly-hired employees will not be paid at a rate higher than current employees with equivalent years of experience and education. The Program will provide the Union with justification if requested.

**Article 26 - Duration**

This contract shall become effective upon execution by the parties, and will remain in effect through September 30, 2009.

**BUTLER COUNTY HEAD START**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**SERVICE EMPLOYEES  
INTERNATIONAL UNION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_