



02/16/12  
11-MED-07-1003  
0243-02  
K28423

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**PROFESSIONALS GUILD OF OHIO,  
SUBDIVISION COUNCIL 21**

**and**

**BUTLER COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**(Developmental Specialists)**

**Effective October 1, 2011 to September 30, 2014**

## TABLE OF CONTENTS

ARTICLE 1. Recognition – The Collective Bargaining Unit.....	1
ARTICLE 2. Management Rights .....	2
ARTICLE 3. No Discrimination.....	3
ARTICLE 4. Union Activity.....	4
ARTICLE 5. No Strike or Lockout.....	6
ARTICLE 6. Probationary Employees .....	6
ARTICLE 7. Performance Evaluation.....	7
ARTICLE 8. Certifications.....	8
ARTICLE 9. Discharge and Discipline .....	8
ARTICLE 10. Grievance Procedure .....	10
ARTICLE 11. Arbitration.....	13
ARTICLE 12. Labor-Management Committee Meetings .....	14
ARTICLE 13. Break and Lunch Periods .....	14
ARTICLE 14. Personnel Records.....	14
ARTICLE 15. Health & Safety.....	15
ARTICLE 16. Seniority.....	15
ARTICLE 17. Savings Clause .....	17
ARTICLE 18. Copies of Agreement .....	17
ARTICLE 19. Layoffs .....	17
ARTICLE 20. Miscellaneous.....	20
ARTICLE 21. Tuition Reimbursement.....	21
ARTICLE 22. Holidays .....	21
ARTICLE 23. Other Paid Leave; Verification .....	22
ARTICLE 24. Employee Assistance Program.....	23
ARTICLE 25. Mileage and Travel Reimbursement .....	23
ARTICLE 26. Unpaid Leave .....	24
ARTICLE 27. Dues Checkoff/Payroll Checks .....	26
ARTICLE 28. Scheduling and Hours of Work.....	26
ARTICLE 29. Sick Leave.....	27
ARTICLE 30. Personal Leave .....	29

ARTICLE 31. Vacations.....	30
ARTICLE 32. Life and Health Insurance .....	32
ARTICLE 33. Wage Increases .....	32
ARTICLE 34. Wages.....	33
ARTICLE 35. Duration and Termination.....	34
APPENDIX 1 .....	36

**AGREEMENT**

**AGREEMENT** made and entered into this \_\_\_ day of October, 2011, by and between **THE BUTLER COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, BUTLER COUNTY, OHIO** (hereinafter called "Employer", "Board" or "Management") and **PROFESSIONALS GUILD OF OHIO, SUBDIVISION COUNCIL 21** (hereinafter referred to as "Council 21", "Union" or "PGO") acting herein on behalf of the Employees of the Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

**WITNESSETH:**

**WHEREAS**, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the clients of the Board and the citizens of Butler County by establishing a peaceful procedure for the resolution of all differences between the parties, and to set forth herein their complete agreement covering wages, hours, terms, and other conditions of employment;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1. Recognition - The Collective Bargaining Unit**

1. The Employer recognizes the Union, Professionals Guild of Ohio, Council 21, as the sole and exclusive collective bargaining representative of a unit of the Employer's full-time Early Intervention Specialists certified in SERB Case Number 03-REP-12-0249:

Included: All full-time Early Intervention Specialists.

Excluded: All other employees.

2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

3. As of October 1, 2011, Early Intervention Specialists will be referred to as Developmental Specialists throughout this Agreement.

4. To the extent that this Agreement requires that actions be taken or not taken by the Board of Butler County Commissioners or elected officials or public bodies other than the

Board, the Union acknowledges that the Board is not able to dictate the actions of other officials or public bodies and that the Board shall not be held liable for breach of contract or unfair labor practices, for acts of omissions of such other officials or public bodies.

5. The parties acknowledge that during negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any decision or its effects relating to any subject matter referred to or covered by this Agreement. The Employer and the Union may, however, mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by a written agreement or letter of understanding.

6. The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail as to all contract matters pursuant to Ohio Revised Code Section 4117.10(A). Further the provisions of this Agreement are intended to supercede and replace previously existing applicable provisions of Chapter 124, et. seq. of the Ohio Revised Code (Civil Service) and all related regulations under the Ohio Administrative Code and the Ohio Department of Administrative Services.

## **ARTICLE 2. Management Rights**

1. Except as otherwise specifically provided in this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board or its Superintendent by the laws and the Constitution of the State of Ohio including but not limited to their exclusive right and responsibility:

(a) 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 the Employer, standards of services, its overall budget, including wages, utilization of technology, subcontracting, and organizational structure;

(b) to direct, supervise, assign, reassign, schedule, evaluate, hire, reward, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;

(c) to maintain and improve the efficiency and effectiveness of the Employer's operations;

(d) to determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

(e) to determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;

(f) to determine the overall mission of the Employer as a unit of government including the individuals served by the Employer and the services provided;

(g) to effectively manage the work force;

(h) to determine the hours of work and work schedules;

(i) to determine the duties to be assigned to all job classifications;

(j) to take actions to carry out the mission of the Employer as a governmental unit.

2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

3. The management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative. Further, the Board may exercise any or all such management rights or prerogatives without prior negotiations with or agreement of the Union.

### **ARTICLE 3. No Discrimination**

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee in a manner which would violate applicable law on account of race, color, religion,

creed, national origin, sex, age, sexual orientation, military service or handicap. The Union and the Employer shall share equally the responsibility for implementing this Article of the Agreement.

2. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well. Words used in this Agreement in the feminine gender will be read and construed in the masculine gender as well.

3. Neither the Union nor the Employer shall discriminate against or in favor of any Employee because of his or her membership or non-membership in the Union. Further, the Employer agrees not to discriminate against any Employee because of that Employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

4. The Union and Employer agree that dealings between their representatives and members will be characterized by mutual respect, personal dignity and conducted in a professional manner.

#### **ARTICLE 4. Union Activity**

1. Upon notification to a Management representative on the premises, a nonemployee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that the Employer's operation shall not be impaired. Union related business shall not be conducted in consumer care areas when consumers are present or when Employees are working except as provided below.

2. The Employer shall provide one bulletin board, not less than four (4) feet by four (4) feet in size, in each of the Developmental Specialists office locations. These bulletin boards shall be used for the purpose of posting proper Union notices. The Employer shall determine the actual location of each board in each work facility. The location of the board shall be easily accessible to the Developmental Specialists.

3. The Union agrees to provide the Employer with:

(a) The name, work address, and work telephone number of the PGO staff member who will normally act as representative for the Union local; and

(b) The names of the Union officers and stewards and the position each person holds. The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

4. Employees, officers or stewards whose attendance in the judgment of the Employer, is needed at meetings with Management scheduled by the Employer during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift shall be paid their regular hourly wage. Management retains the right to schedule meeting times outside normal working hours.

5. Rules governing the activity of Union representatives are as follows:

(a) The Union agrees that no official of the Union (employee or nonemployee) shall interfere, interrupt or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express, prior approval of the Facility Supervisor, a Director or the Superintendent. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Facility Supervisor, a Director, the Superintendent or his designee.

(b) The Union shall not conduct Union activities in any work or consumer care area. Union activities may not be conducted in non-work or non-care areas without notifying the supervisor in charge of that area of the nature of the Union activity.

(c) The Union employee official or steward shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the steward's immediate supervisor.

6. The Union shall select up to a total of three (3) Employees to serve as negotiating committee representatives and one (1) alternate who may act as an observer when not substituting for a committee representative.

7. The Union will provide to the Employer a prepared packet which will be given to newly hired Employees during orientation.

8. The Union will be allowed to make, at new Employee orientations where Developmental Specialists are present, a 15 minute presentation while such Employees are in paid status.

## **ARTICLE 5. No Strike or Lockout**

1. No Employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing, or any other interference with the work and statutory functions or obligations of the Employer.

2. Neither the Union nor its officers or agents shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform, picketing, or any other interference with the work and statutory functions or obligations of the Employer.

3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing, or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) publicly disavow such action by the Employees;
- (b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- (c) notify Employees, including its local officers and representatives, of its disapproval of such action and instruct such Employees to cease action and return to work immediately.
- (d) post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

4. In addition to any other rights and remedies provided by law, the Employer may discharge or otherwise discipline an Employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his or her obligations under this Article.

5. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE 6. Probationary Employees**

1. Newly hired Employees and Employees transferring into Developmental Specialist positions shall be considered probationary for a period not to exceed one year (365 calendar days). This period may be extended by an additional year by written agreement

between the parties. Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for work. Employees who are probationary Employees at the time this Agreement becomes effective shall serve the remainder of the term of their probationary period which was in effect when their employment with the Board began.

2. Newly hired probationary Employees shall be Employees-at-will until the completion of the probationary period. As Employees-at-will, probationary Employees may be discharged for any reason and at any time prior to the completion of the probationary period. The Superintendent or his designee shall hold a conference with a probationary Employee who is to be discharged to explain the reasons for his or her discharge and to give the Employee an opportunity to respond to such reasons. The Union shall have the right to send a representative to such conference. The Employee's opportunity to hear the reasons for his or her discharge and to respond thereto constitutes the Employee's sole recourse to dispute his or her discharge. Such discharge shall not be grievable under terms of this Agreement or otherwise subject to challenge.

3. Probationary Employees who have transferred laterally into a different classification series, or into a higher-paying position are subject to being reduced or returned to their previous position and pay scale at any time prior to completion of the new probationary period. The Superintendent or his designee shall hold a conference with such a probationary Employee who is to be so demoted to explain the reasons for his or her demotion and to give the Employee an opportunity to respond to such reasons. The Union shall have the right to send a representative to such conference. The Employee's opportunity to hear the reasons for his or her demotion and to respond thereto constitute the Employee's sole recourse to dispute his or her demotion. Such demotion shall not be grievable or otherwise subject to challenge.

#### **ARTICLE 7. Performance Evaluation**

1. The Employer shall endeavor to evaluate Employees in accordance with the following schedule:

(a) Probationary Employees - once at the approximate midpoint of the probationary period and again prior to expiration of the probationary period.

(b) Non-Probationary Employees - once annually, within one month of the Employee's anniversary date; provided, however, that the Employer may designate an alternative schedule for evaluating Employees, in which event, the Employer shall provide the Union with notice of the alternative schedule.

2. Nothing in Section 1 shall be construed to limit the Employer's right to order special evaluations, to remove an Employee serving in an initial probationary period, or to reduce an Employee serving in a promotional probationary period.

3. An Employee will be provided a copy of his or her evaluation and may review with his or her immediate Supervisor an unsatisfactory evaluation, and have the right to make written objections to be included in his personnel file within twenty (20) days of completion of the evaluation process. The performance evaluation will include a review of the Employee's position description.

4. The provisions of this Article supersede all provisions of the Revised Code and the rules of the Ohio Department of Administrative Services regarding performance evaluations.

5. Only procedural compliance with this Article, and not the contents of any evaluation, is subject to the Grievance Procedure set forth in Article 10 herein. The Employee's opportunity to submit written objections described above shall be the Employee's sole recourse to dispute the contents of his or her evaluations.

#### **ARTICLE 8. Certifications**

1. Not less than three (3) months prior to the expiration of an Employee's required certification, the Employer will attempt to notify the Employee that the Employee's certification is about to expire and that the Employee needs to renew it in order to continue employment as an Developmental Specialist. If the Employee fails to renew his/her certification prior to his/her current certification's expiration, such Employee will be considered for transfer to any open position for which he or she is qualified.

#### **ARTICLE 9. Discharge and Discipline**

1. No bargaining unit member shall be reduced in pay and/or position, suspended, removed, or otherwise disciplined except for just cause. Disciplinary action shall be carried out in a private and business-like manner. Discipline will take into account the nature of the

violation, the Employee's record of performance and conduct, past disciplinary actions, and other appropriate considerations.

2. The principles of progressive disciplinary action will normally be followed with respect to minor offenses. However, nothing in this Article shall be interpreted as limiting the Employer's ability to implement more severe discipline such as suspensions without pay demotion or termination.

3. Except for probationary employees, in the event of a suspension, reduction, or discharge for disciplinary reasons, the grievance and arbitration procedure of this Agreement shall be applicable.

4. With respect to all written disciplinary matters, the Employer will notify simultaneously the Employee and the Union, in writing, within a reasonable period of time of any discharge, reduction, suspension, or written reprimand. If the Union desires to contest a suspension, reduction or discharge, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step 3 of the grievance procedure. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand.

5. Prior to the discharge, reduction, or suspension of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, and an opportunity to present a response to the charges. The Superintendent or his designee shall conduct this pre-disciplinary hearing. If, in the Employer's judgment, the presence of the Employee pending the pre-disciplinary hearing might create disturbance, disruption or danger to others in the workplace, the Employer may place the Employee on suspension with pay, pending the hearing. The pre-hearing suspension may be without pay if the Employee is not available for a pre-disciplinary hearing within forty-eight (48) hours of written notice.

6. Following the discharge, termination or resignation of an Employee, the Employer shall request the Auditor to issue a warrant, in the next subsequent pay period, to the Employee for all wages earned and due to the Employee, provided that all keys, other Employer

property, including identification badges, resident funds and/or property, and tuition advances or other debts owed the Employer are satisfied or returned to the Employer.

7. Upon the request of the Employer, an Employee who has been absent from work for a scheduled shift (other than vacation or an approved leave of absence, which are covered by other Articles herein) must furnish proof to the Employer that the reason for the absence was legitimate and truthful or be subject to disciplinary action.

8. Employees who fail to maintain certifications by the State Department of Education, the State Department of Developmental Disabilities or other applicable licensing agencies, which certifications are required as a condition of continued employment, will be terminated or reduced and such termination or reduction for failure to obtain or maintain the required certification shall be considered a termination or reduction for just cause.

9. Verbal and written reprimands will not be used to determine discipline after twenty-four (24) months from the effective date of the discipline provided that no discipline shall have been issued during the said twenty-four (24) months period.

#### **ARTICLE 10. Grievance Procedure**

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance, termination, or any breach thereof. Furthermore, this procedure is intended to supersede all provisions in the Ohio Revised Code, the Rules of the Ohio Department of Administrative Services and the State Personnel Board of Review regarding any and all matters subject to the Grievance and Disciplinary Procedures of this contract or otherwise made subject to this Agreement.

2. All grievances must be in writing and must contain the following information to be considered:

- (a) the grievant's name and signature;
- (b) the grievant's classification;
- (c) the date the grievance was filed;
- (d) the name of the supervisor involved;
- (e) the events giving rise to the grievance, including the date and time, to the extent possible, that such events occurred;

(f) the specific provisions of the Agreement alleged to have been violated;  
and

(g) the remedy sought to resolve the grievance.

3. A grievance shall be processed and disposed of in the following manner:

Step 1: Within a reasonable time, not to exceed ten (10) calendar days following the date on which the Employee knew or should have known of the occurrence, an Employee having a grievance or his or her Union representative shall put the grievance in writing and take it to the Employee's immediate supervisor. The Employer shall give its answer to the Employee and his Union representative within five (5) calendar days after the presentation of the grievance in Step 1. Within this fifteen (15) calendar day period, the Employee is encouraged to continue to seek to resolve the grievance on an informal basis.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Facility Supervisor or Director, or his or her designee. The Facility Supervisor or Director shall schedule a meeting with the supervisor, the Employee, and their representatives, if any, to discuss the grievance to be held within seven (7) calendar days after receiving the grievance at Step 2. The aggrieved Employee has the right to have a steward and/or a Union staff representative in attendance at the meeting. Both parties may present witnesses and evidence which may relate to a resolution of the grievance. Following the meeting and within fourteen (14) calendar days following receipt of the grievance at Step 2, the Facility Supervisor or Director shall respond in writing to the grievant and the Union.

Step 3: If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the answer in Step 2, be presented in Step 3 in writing to the Superintendent or his designee who shall schedule a meeting to be held within seven (7) calendar days after receipt of the grievance at Step 3. At this time, representatives of the Union, including a representative of the Local Union, may be in attendance at a meeting where, if both parties agree, witnesses and evidence may be presented which may relate to a resolution of the grievance. A hearing is mandatory at this step if, for any reason, a pre-disciplinary conference was not held with the Employee and the Union. A grievance so presented in Step 3 shall be answered by the Employer in writing within seven (7) calendar days after its presentation or the meeting at which it is heard, whichever is later.

Step 4: Within fourteen (14) calendar days of the Step 3 written response, the Employer or the Union shall notify the other party in writing of its request that the grievance be forwarded to arbitration and follow all the procedures set forth in Article 11.

4. In the event no appeal of a grievance is taken within the time limits specified herein or in Article 11, Arbitration, including any extensions to which the parties agree under Section 6 of this Article, the grievance shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

5. Any grievance not answered by the Employer within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced to the next step.

6. A time limit under this Article may be extended by the mutual agreement of both parties in writing.

7. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge, reduction, or suspension for disciplinary reasons shall commence at Step 3 of the grievance procedure.

8. Where a group of Employees desire to file a grievance involving a matter affecting several Employees in the same manner, the affected Employees shall select one Employee to process the grievance, and each Employee who desires to be included in the grievance shall so indicate by signing the grievance prior to a resolution of the grievance.

9. An Employee serving in an initial probationary period shall not be entitled to use the grievance and arbitration procedure for any purpose related to discipline.

10. The Union may withdraw a grievance at any time or during any step of the grievance procedure, subject to the other provisions of this Article.

11. Pursuant to R.C. Section 4117.03(A)(5), individual bargaining unit employees have the right to present grievances without Union intervention or representation. However, when such grievances are filed, the Employer will forward a copy of the grievance to Union office in Columbus, Ohio, together with the date, time and place where such grievance will be heard. A Union steward and/or a paid member of the Union's professional full-time staff may be present for such hearing.

12. Notices hereunder or responses may be sent by the Employer to the grievant and the Union Representative signing the grievance or to the Union office in Columbus, Ohio.

## **ARTICLE 11. Arbitration**

1. A grievance as defined in Article 10 which has not been resolved thereunder and where a party desires to arbitrate the matter shall, within twenty-one (21) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by the Union or the Employer by directing a written demand therefor to the American Arbitration Association (AAA), with a copy of said notice to the other party. The arbitrator shall be selected from a panel of arbitrators furnished by AAA. The arbitration and selection of the arbitrator shall be conducted in conformity with AAA rules; provided, however, the parties shall request from AAA a list of twelve arbitrators located within one hundred twenty-five (125) miles of the greater Cincinnati area.

2. The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is withdrawn from arbitration by the Union, the Employee, or the Employer prior to the arbitration hearing but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled by agreement of the parties after arbitration expenses have been incurred but prior to an arbitrator's award being issued, such expenses shall be shared equally by the Employer and the Union.

3. The arbitrator shall submit his or her decision in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

4. The award of the arbitrator hereunder shall be final and binding upon the parties.

5. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in the Article addressing Management Rights, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures, provided such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible under this Agreement and provided further, except in cases of emergency, that such policies, procedures or rules and regulations which are enacted or modified in the future will be given to the Union president at least ten (10) days in advance of their effective date. During this ten day period the

Union may request to meet and confer with the Employer regarding the new or modified work rules or policies.

This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the Board's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever sources.

6. The parties agree that two or more related cases may be joined for hearing together before the same arbitrator if by mutual agreement. If related cases are not joined for hearing, either party may request that such cases be heard separately by the same arbitrator in order to avoid inefficiency or inconsistent results. The issue of relatedness shall be liberally construed to favor joinder or hearing before a common arbiter.

#### **ARTICLE 12. Labor-Management Committee Meetings**

The Superintendent and/or his designees will meet on an as needed basis with representatives of the Union to discuss and attempt to resolve matters of concern. Neither Management nor Labor shall have more than four (4) persons on its team unless otherwise agreed to by both parties. The meetings shall be on an as needed basis as called by either party and shall be held Monday through Friday at a mutually agreeable time. Each party shall provide to the other within fifteen (15) calendar days following the meeting a written response to the concerns raised during the meeting.

#### **ARTICLE 13. Break and Lunch Periods**

1. Designed break areas will be provided at each work site under the control of the Employer.
2. Employees may elect to take an unpaid lunch at a time chosen by the Employee.

#### **ARTICLE 14. Personnel Records**

1. Within a reasonable time of a request, not to exceed three (3) business days, an Employee may inspect his or her personnel file.

2. The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer. With prior notification to the Employer, the Employee may have a representative present during such inspection.

3. If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.

4. Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer, not to exceed 5 cents.

#### **ARTICLE 15. Health & Safety**

1. Occupational health and safety is a mutual concern of all parties to this Agreement. Accordingly, it is the duty of the Employees to comply with all safety rules, regulations, and procedures promulgated by the Employer. The Employer has the duty to provide, insofar as possible, a safe and healthful work environment.

2. Due to the nature of the services provided by the Employer, the Board, the Union and Employees recognize that there are certain risks and dangers inherent in working with the Board's clients and it is not always possible to foresee the risks and dangers that a job assignment may entail. Consequently, each Employee shall be responsible to bring concerns he or she may have about unsafe working conditions promptly to the attention of his supervisor in order that adequate precautions may be taken.

3. Employees shall promptly report all on the job or work related injuries or unusual incidents according to established Employer procedures.

4. The Employer shall respond to written Employee concerns referenced in paragraph 2, above, within seven (7) days, in writing, to the Employee, with a copy to the Union.

#### **ARTICLE 16. Seniority**

1. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated since the last date of hire as an Employee in the service of the Employer.

2. Accrual.

(a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave without pay of up to six (6) months.

(c) An Employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall have seniority accrue for a period of no greater than one (1) year from the date of the initial occurrence of the illness or injury.

3. Loss of Seniority.

Except as otherwise provided herein an Employee's seniority shall be lost and employment terminated when he or she:

(a) terminates voluntarily, unless the Employee returns to work within one (1) year of the date of termination and successfully completes the required probationary period for new hires;

(b) is discharged for just cause;

(c) exceeds an official leave of absence;

(d) is laid off for a period of more than two (2) years;

(e) fails to qualify for return from disability separation within eighteen (18) months after the expiration of the sick leave without pay;

(f) fails to notify the Employer of his or her intent to return to work on a recall from layoff as otherwise provided herein at Article 19.

4. Within sixty (60) calendar days of the approval of this Agreement as provided by law, the Employer shall provide the Local Union president with fifteen (15) copies for distribution to Union members and post at each of the work facilities a seniority roster listing each Employee and the date on which his or her seniority commences under this Article. Such list shall be updated, posted, and provided to the Local Union president during January of each succeeding calendar year of this Agreement. The Union or the Employee must notify the Director, in writing, of any alleged error in the seniority roster within sixty (60) calendar days of

the posting or such claim of error is forever waived, and any waived claim of error may not be raised in subsequent postings.

5. Following the expiration of the sixty-day objection period in Section 4, the Employer shall provide the Local Union president with a copy of the final seniority roster with any corrections.

#### **ARTICLE 17. Savings Clause**

1. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

2. The parties agree to meet for the purpose of negotiating a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted in Section 1 of this Article. Unless the parties agree otherwise, such meeting will be scheduled within twenty (20) calendar days of the receipt of a request by either party for such a meeting. The meeting cannot be used for any purpose other than negotiating with respect to the provision found to be unlawful.

#### **ARTICLE 18. Copies of Agreement**

1. This Agreement will be available on the Employer's website.

#### **ARTICLE 19. Layoffs**

1. Grounds and Order of Layoff. The Employer, in its sole discretion, shall determine whether layoffs or job abolishments are necessary for lack of work, lack of funds, or reasons of economy or efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer. If it is determined that layoffs or job abolishments are necessary, Employees will be laid off in the following order:

- (a) Temporary Employees;
- (b) Intermittent and seasonal (summer or vacation fill-in) Employees;
- (c) Probationary Employees; and
- (d) Full-Time Employees.

2. Volunteers. Prior to beginning the layoff process the Employer will seek Employees wishing to be laid off voluntarily. Such procedure may be done orally or in writing.

3. Notice. Employees who are subject to layoff or job abolishment shall be given notice of the action, with the effective date of the action and reference to the recall and grievance procedures of this Agreement, in one of the following manners:

(a) The Employer shall send the notice by certified or registered mail at least fourteen (14) days prior to the effective date of the action to the Employee's last known address; or

(b) The Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action.

(c) The Employees who have been notified of their layoff shall have an opportunity to fill positions determined to be vacant under Article 19 on a seniority basis, provided that the Employee is qualified for the position.

4. Grant-Restricted Funds. If the Employee's wages are paid through grant monies or restricted funds, and such monies or funds are terminated, the Employee may be laid off effective immediately, subject to the displacement and recall provisions of the remainder of this Article. However, after the effective date of this Agreement newly hired employees will be notified of this provision upon their hire.

5. Bumping Rights. Employees may displace (bump) the least senior Employee in a lower classification in the same classification series provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform the work. Classification series are set forth in Appendix 1 to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior Employees in their classification or, if there are none, the least senior Employee remaining in a lower classification in the same classification series, provided the Employee has more seniority than the Employee displaced and he or she remains presently qualified to perform the work. This procedure shall continue successively until the last Employee in the lowest classification in the classification series has been reached and, if necessary, laid off. There shall be no bumping or displacement rights from one classification series to another except that in the case of a reduction, abolishment or layoff an Employee may bump across classification series lines only to his or her next most previous position with the Employer provided he or she is presently qualified to perform the work in that classification and that the next most previous position was held no longer than five (5) years preceding the effective date of the reduction, abolishment or layoff.

6. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of one (1) year. If there is a recall, Employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification in the same classification series, in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within fourteen (14) calendar days after receiving notice of recall. The Employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

7. In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots if more than two, or flip a coin if only two, according to a mutually agreed procedure, to determine the order of layoff or recall.

8. An Employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment. In any such arbitration proceeding, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments, and the Arbitrator shall not have the power to determine the reasonableness or appropriateness of the Employer's decision to lay off or abolish positions.

9. Not later than twenty-one (21) days prior to the anticipated layoff, the Employer shall provide the Union with a list of bargaining-unit Employees by classification and date of entry into employment.

10. For layoffs or job abolishments which may affect five (5) or more employees, the Employer, not later than thirty (30) days prior to the anticipated layoff or job abolishment, will notify the Union of its intentions. At that time the Union may request the opportunity to meet and confer with the Employer regarding proposals it may have to obviate the need for the layoff or job abolishment and/or to discuss the effect that such action will have upon affected

employees including but not limited to bumping rights, unemployment compensation and any outplacement services the Employer can make available.

11. The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of Employees subject to this Agreement, notwithstanding any contrary provision of the Ohio Revised Code or rules of the Department of Administrative Services.

#### **ARTICLE 20. Miscellaneous**

1. Nothing in this Agreement shall be construed or permitted to impede, prohibit or prevent the Employer from satisfying its obligations under the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA). Furthermore, nothing in this Agreement shall limit, impede or prohibit the Employer from exercising available options offered or available to the Employer under the ADA and the FMLA and the development of policies consistent with this paragraph.

2. The Employer will make a good faith effort to provide transitional work opportunities to injured or sick Employees at a rate of no less than 85% of the rate paid to the Employee prior to such illness or injury. Nothing herein is intended or shall be construed to limit Employer rights or options under the Workers' Compensation Reform Act of 1993.

3. Employees will not be required to travel to work on days where the Butler County Sheriff, or the Sheriff of the County of the Employee's residence declares a level three (3) emergency. Such scheduled work days will be paid at the Employee's regular rate of pay.

4. The Employer shall replace at its costs, clothing, eyeglasses, and other personal items damaged beyond repair by a consumer of the Board or accidental means during the course of employment, pursuant to existing Board policy.

5. In the case of the death of an Employee, any unused paid leave and unpaid compensatory time to the credit of said Employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

6. Cell Phones. The Employer will offer the same cell phone benefit it offers to non-bargaining unit employees. At the Employer's discretion, this benefit may take the form of issuing a Board-owned cell phone to staff, or a monthly stipend which could be used to defray a portion of the cost of a personal cell phone.

7. MiSolution will be available to bargaining unit employees if offered to all other employees.

#### **ARTICLE 21. Tuition Reimbursement**

1. Upon prior written approval, the Employer will reimburse Employees for tuition and registration fees for approved work-related courses of study or courses in accordance with Board policy. In addition, upon prior written approval, the Employer shall reimburse Employees for fees for trainings in order to maintain their Developmental Specialist certification required as a condition of employment by the Board. The maximum amount of reimbursement per Employee per calendar year shall be the same as is offered to other Employees of the Employer pursuant to Board Policy.

2. In order to be eligible for reimbursement, an Employee must obtain a grade of "C" or above or, for courses not offering a lettered grade, certification that the course was successfully completed must be presented with the request for reimbursement.

3. Approval of specific courses of study and methods of reimbursement will be in accordance with existing Board policy.

#### **ARTICLE 22. Holidays**

1. Regular full-time Employees shall be entitled to the following holidays as observed by the Employer:

- (a) New Year's Day
- (b) Martin Luther King's Birthday\*
- (c) President's Day\*
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Veteran's Day\*
- (h) Thanksgiving Day
- (i) Friday After Thanksgiving Day
- (j) Last workday before Christmas Day
- (k) Christmas Day
- (l) Last workday before New Year's Day

*\*These floating holidays may be taken on a day chosen by the Employee, subject to approval by the Supervisor.*

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

2. In observance of the above holidays, if scheduling needs permit, Employees may be scheduled off and paid their regular rate of pay for the holiday for the hours normally scheduled to work that day.

3. If a holiday falls during an Employee's vacation, the holiday shall not be included in the calculation of vacation leave used.

4. An Employee, in order to receive holiday pay or time off as set forth above, must be in active pay status and, if scheduled, must work the day before and the day after the holiday unless absence from work is due to an approved leave, illness, or injury, in which event a doctor's certificate shall be required.

#### **ARTICLE 23. Other Paid Leave; Verification**

1. All Employees who are called to serve as jurors, will receive their regular pay less their pay as jurors.

2. An Employee testifying as a witness or representative of the Employer pursuant to a lawful subpoena of a court or agency shall receive his or her regular pay less any compensation received as a witness for a period of such testimony.

3. Employees who are members of the Ohio National Guard, Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a leave of absence for such time as they are in military service on field training or active duty periods not to exceed, in the aggregate, thirty-one (31) days in any calendar year. During such leaves, an Employee shall be paid his or her regular pay less any compensation earned in the pay period by reason of such military service.

4. The Employer shall have the right to demand proof of proper use of any paid leave. Falsification of any information with respect to any paid leave, including, but not limited to paid sick leave, shall be grounds for discipline, up to and including discharge, pursuant to Article 9.

5. The Union shall be granted a total of three (3) unpaid work days off per calendar year for the purpose of stewards and/or delegates participating in Union activities such as workshops, conferences and conventions.

#### **ARTICLE 24. Employee Assistance Program**

1. The Employer will provide an employee assistance program which will offer access to professional counseling for Employees in need of mental, family, drug, alcohol, or financial counseling assistance.
2. The scope, cost, and extent of services provided by the program will be determined by the Employer.

#### **ARTICLE 25. Mileage and Travel Reimbursement**

1. In accordance with the travel reimbursement policy adopted by the Board, Employees shall be reimbursed for actual miles traveled in the Employee's personal vehicle on official business at the rate of the IRS rate per mile or at such higher rate as the Board or the Board of Butler County Commissioners may adopt as part of such policy. Travel between the Employee's home and worksite is not generally reimbursable. Employees required to travel in their personal vehicles on a trip commencing before or after regularly scheduled work hours shall be reimbursed for mileage from the Employee's home or from the agency, whichever is less, to the approved destination and for the return trip. In addition, all employees who work at remote sites may be reimbursed for the difference in mileage between their home and the worksite minus the distance between their home and their normal duty station.

2. Employees are not eligible for mileage reimbursement and may not drive private vehicles on official business unless the Employee possesses a valid operator's permit for the vehicle driven and the Employee carries motor-vehicle liability insurance pursuant to Ohio law and the Employee must be insurable by the Employer's fleet carrier. Employees must use safety belts provided at all times when driving or riding in a vehicle on official business.

3. When two (2) or more Employees are required to travel together in a personal vehicle, only one (1) Employee shall be eligible for mileage reimbursement pursuant to this Article.

4. Employees required to use commercial travel in the performance of official duties shall, with the prior approval of the Employer, be reimbursed for the cost of travel pursuant to the policy adopted by the Board.

5. Employees shall be entitled to other travel and expense reimbursement provided pursuant to the policy adopted by the Board.

6. Employees shall be reimbursed for the expenses of meals up to \$25.00 per day per employee while away on prior approved Board business that is more than 60 miles from the Employee's normal duty station and where the business day extends through a normal meal period.

7. Employees shall be reimbursed for the expenses of a hotel/motel room with prior approval of the Employer and when the bargaining unit member travels on approved Board business and the business is for more than one business day and is more than seventy-five (75) miles from the Employer (Employee's duty station).

#### **ARTICLE 26. Unpaid Leave**

Employees shall be eligible for unpaid leave in accordance with the following:

1. Maternity Leave.

(a) An Employee may take accrued sick leave with pay for pregnancy, childbirth, and related medical conditions. In addition, the Employee may use any accrued vacation leave. Following exhaustion of accrued sick leave, the Employee may request sick leave without pay for maternity purposes ("maternity leave"). Sick leave with pay and maternity leave shall be used only for that period in which the Employee is unable to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by a licensed physician. Within thirty (30) days of the termination of pregnancy, the Employee shall provide a statement by her attending physician stating the period for which the Employee is unable to work and the projected date on which she will be able to return to work.

(b) Maternity leave without pay granted under subsection a. for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Maternity leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy.

(c) Any additional leave without pay for parental or child care purposes must be requested under the provisions of Section 3 below.

2. Military Leave.

Leaves of absence without pay, for the purposes of induction into duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

3. Other Leaves.

Leaves of absence without pay or benefits for other reasons, including but not limited to for purposes of child care or educational reasons, may be granted at the sole discretion of the Employer.

4. Seniority.

When an Employee returns to work following a leave of absence, the Employee shall be returned to his or her former classification and pay range and step without loss of seniority, consistent with the provisions of Article 16 – Seniority, herein.

5. Benefits.

Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, and subject to any conditions or requirements of the insurer, the Employer shall continue group health insurance coverage at the expense of the Employee to the extent required by federal law.

6. Family and Medical Leave Act (FMLA).

The Employer will adhere to the applicable provisions of the Family and Medical Leave Act of 1993.

7. Abuse of Leave.

If the Employer becomes aware at any time during an unpaid leave that the leave is not being used for the purposes for which it was granted, the Employer may terminate the leave, order the Employee to return to work, and may take such disciplinary action as may be appropriate.

8. The above forms of unpaid leave will not be granted unless all other forms of applicable paid leave have been exhausted.

#### **ARTICLE 27. Dues Checkoff/Payroll Checks**

1. The employer shall make payroll deductions from pay or wages of Employees upon submission of a signed checkoff card for the Employee. Such payroll deductions authorization shall be continuous and remain in effect unless revoked by the Employee during the period of 90 to 60 days prior to the expiration of this Agreement or upon the expiration date of this Agreement. The Union shall designate, in writing, the official and the address where the monies shall be remitted and the amounts to be deducted under this Article.

2. The payroll deductions shall be made by the Employer bi-weekly. If an Employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will not be required to make any deduction. Monies deducted pursuant to the provisions of this section shall be remitted to the PGO within fifteen (15) days of their deduction. Each remittance shall be accompanied by an alphabetical list of Employees for which deductions were made, the name and social security number of the Employee, and amount deducted.

3. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

4. Paychecks are issued bi-weekly for a fourteen (14) day period and shall be directly deposited in the Employee's designated bank account. If no such account is designated, the Employer shall set up an account at a local credit union at the Employee's expense.

#### **ARTICLE 28. Scheduling and Hours of Work**

1. Except as otherwise provided by law, the normal workweek for full-time Employees hired or promoted after September 1, 2004 shall be thirty-seven and one-half (37.5) hours of five (5) work days per week, as scheduled by the Employee with approval of the Supervisor. The normal workweeks for full-time Employees hired before September 1, 2004 shall be thirty-five (35) hours per week.

2. Work schedules and starting times shall remain flexible based upon the needs of the Employer and consumers/families. The Employer may restructure the normal work day or work week for the purposes of promoting efficiency, improving services or to otherwise meet the needs of the Employer, consumers and their families.

## **ARTICLE 29. Sick Leave**

1. Employees will earn sick leave at the rate of four and six tenths (4.6) hours per each completed eighty (80) hours in active pay status (0.0575 per hour). Active pay status shall be defined as hours worked, hours on vacation, hours on holiday leave, hours on paid sick leave and other hours of authorized, paid leave. Sick leave shall be cumulative without limit.

2. Pay for any sick leave shall be at the Employee's regular rate of pay.

3. Sick leave may be requested for the following purposes, provided that the Employee has called the "call off" Employer phone number and left a message within thirty (30) minutes of the Employee's scheduled starting time for each day of the Employee's absence:

(a) Illness or injury of the Employee;

(b) Serious illness or injury of immediate family members requiring the Employee's presence at home. Immediate family, for purposes of this Article, shall be defined as the spouse, child, step-child, parent, legal guardian, domestic partner or other relative or dependent who resides in the Employee's home;

(c) Medical, dental, or optical examinations that cannot be scheduled outside normal working hours;

(d) Exposure of the Employee to a contagious disease if, by reason of such exposure, the Employee's presence at work would pose a substantial risk of contagion and serious illness to co-workers or clients; and

(e) Pregnancy, childbirth, and related medical conditions, but only to the extent the Employee is rendered unable to work by reason of such condition;

(f) Death of a member of the Employee's family, pursuant to Section 9.

4. Upon the request of the Employer, an Employee must furnish satisfactory proof of his or her sickness, illness, or disability immediately upon return to work before a day of sick leave is paid. Such request shall not be made unless the Employer has cause to reasonably believe that the use of sick leave is not warranted.

5.

(a) Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, sick leave without pay or benefits up to a

period of six (6) months may be granted when an Employee is sick or injured and is without any accumulated sick leave.

(b) If the Employee's physician cannot certify likely recovery within six (6) months, or if the Employee remains unable to return to work after the expiration of the six-month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of two (2) years from the date the Employee was placed on disability separation or unpaid sick leave, whichever was earlier.

(c) An Employee requesting reinstatement from a disability separation may be required to submit to an examination by an Employer selected occupational physician or a physician specializing in the Employee's area of alleged disability. The examination must show that the Employee has recovered from the disability and is able to perform all of the material duties of the position to which reinstatement is sought. The Employer shall pay the cost of the examination.

(d) In the event there is no vacancy in the Employee's prior classification or a lower classification in the same classification series, the Employee may displace only an Employee with less seniority. If no Employee has less seniority, the Employee requesting reinstatement shall be laid off. Any employee displaced by an Employee returning from disability separation shall be subject to the layoff and recall provisions of Article 19, herein.

6. Sick leave shall be charged in minimum amounts of one (1) hour. An Employee requesting sick leave shall inform his or her supervisor of such request and the reason therefor within one-half hour of his or her scheduled starting time pursuant to paragraph 3 hereof. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action.

7. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave for long term medical leaves (those longer than two months). The Employer shall select the physician and pay for the examination.

8. If an Employee transfers to the service of the Employer from another County department or from another Ohio public agency, the Employer shall credit the Employee, upon written request and verification, with the sick leave balance held by the Employee with the Ohio public agency.

9. An Employee shall be paid sick leave pay for up to three (3) working days' absence in the event of the death of the Employee's spouse, child, step-child, domestic partner, parent, grandparent, brother or sister. An Employee shall be paid sick leave pay for up to two (2) working days' absence for the death of the Employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. Days of sick leave-funeral leave taken must coincide with the day of death or the day of funeral. Satisfactory proof of domestic partner status shall be required.

10. In appropriate circumstances including those of unusual distances of travel or extreme weather conditions the Employer may, at its sole discretion, grant up to an additional two (2) days of unpaid leave for the Employee to travel to the funeral of a relative in the family as described in Section 9, above.

11. An Employee must complete and sign an Application for Usage of Sick Leave immediately upon return to work to qualify for use of sick leave. Signing one's timesheet noting the use of sick time is sufficient.

12. An Employee who is absent from duty without leave or without notice to his or her supervisor of the reason for such absence will be subject to discipline pursuant to Article 9.

13. Upon retirement under STRS, PERS or permanent disability, regardless of years of service, an Employee will be entitled to payment of one-fourth of his/her accrued but unused sick leave up to a maximum of forty (40) days at the Employee's rate of pay at the time of retirement.

### **ARTICLE 30. Personal Leave**

1. Full-time Employees will be eligible for personal leave based on an Employee's average weekly hours. Employees hired before September 1, 2004 are entitled to a maximum of twenty-eight (28) hours of personal leave annually for family or personal business reasons. Employees hired or promoted after September 1, 2004 are entitled to a maximum of thirty (30) hours of personal leave annually for family or personal business reasons. Newly hired full-time Employees will receive the thirty (30) hours on a pro-rata basis during the initial year of employment. After five (5) years of uninterrupted service, full-time Employees hired before September 1, 2004 will be eligible for thirty-five (35) hours of personal leave. After five (5)

years of uninterrupted service, full-time Employees hired after September 1, 2004 will be eligible for thirty-seven and one-half (37.5) hours of personal leave.

2. Written requests for personal leave must be received by the appropriate supervisor at least forty-eight (48) hours prior to use of personal leave. This provision may be waived by the Employer in the event of an emergency or in the event of the death of a relative.

3. Personal leave will be granted if the above conditions are met and the granting of personal leave would not interfere with the operations of the Employer.

4. Personal leave days may not be taken in conjunction with a paid vacation, holiday or at the beginning or end of a program calendar without the permission of their supervisor. Granting such requests will be at the sole discretion of the Employer.

5. Personal leave may be taken in minimum blocks of time of one (1) hour.

6. Personal leave may not be accumulated. Up to three days of personal leave not used within the calendar year will be converted to cash. Unused personal days in excess of cash convertible personal days will be lost/forfeited.

#### **ARTICLE 31. Vacations**

1. Effective January 1, 2012, Employees, after completion of their probationary period, shall be entitled to vacation time each year. Employees shall earn vacation on the following basis:

(a) After completion of one (1) continuous year of full-time service with the Employer, the State of Ohio, or any political subdivision of the State - two (2) weeks.

(b) After completion of seven (7) continuous years of full-time service with the Employer, the State of Ohio, or any political subdivision of the State - three (3) weeks.

(c) After completion of fourteen (14) years of continuous full-time service with the Employer, the State of Ohio, or any political subdivision of the State - four (4) weeks.

(d) After completion of twenty-four (24) years of continuous full-time service with the Employer, the State of Ohio, or any political subdivision of the State - five (5) weeks.

2. Vacation is in addition to any recognized holidays as set forth in Article 22 that may fall within an Employee's vacation period. If a holiday falls within an Employee's vacation period, the holiday shall not be counted against vacation time used.

3. Vacation will be scheduled at the discretion of the Employer based on the workload requirements within the classification at the Employee's worksite. When two or more Employees request vacation leave and the Employer determines that not all requests can be accommodated, scheduling shall be based on the date of the written application with ties broken by the Employee's seniority.

4. Vacation pay shall be based upon the Employee's regular rate of pay in effect when the Employee starts his or her vacation. Vacation may be taken in minimum units of one (1) hour.

5. Vacation earned should be taken within the twelve (12) months period governed by the Employee's anniversary date of employment and not more than an Employee's annual vacation entitlement may be carried forward except by special written consent to be granted at the sole discretion of the Employer.

6. An Employee who retires, resigns, or has otherwise terminated his or her employment, and who has not received the vacation pay to which he or she is entitled, shall receive said vacation pay at the next regular pay period.

7. In the case of the death of an Employee, the unused vacation leave shall be paid in the following order to:

- (a) The surviving spouse;
- (b) Any one or more of the Employee's children eighteen years of age or older, in equal shares;
- (c) The father and mother of the Employee, in equal shares, or the survivor of them; or
- (d) The estate of the Employee.

8. With the exception of the first half of an Employee's initial year of employment, vacation will be available for use on an accrual basis, each pay period, rather than waiting until after the anniversary date for use.

9. Employees with at least eight (8) years of experience with the Employer may cash-in up to two weeks of their accrued vacation allotment once earned and on the books in accordance with Board Policy #2.79.

### **ARTICLE 32. Life and Health Insurance**

1. The Employer will continue to provide to regular, full-time Employees the same life, health and dental insurance coverage currently provided by the Employer, to other professional level Employees at the same premium share rates charged to such non-contract Employees.

2. The Employer will provide \$35,000 in term life insurance coverage for full-time Employees.

3. Subject to the requirements of the Insurer, the Employer will provide an IRS-125 Plan option at the earliest possible date.

4. An Employee eligible to receive family health insurance coverage may elect to decline such coverage and, upon proof of insurance coverage elsewhere, receive an annual waiver payment of \$2,000, payable in the first week of December.

### **ARTICLE 33. Wage Increases**

1. Employees shall be eligible for wage increases in accordance with Article 34, Wages.

2. Employees who are employed on December 31, 2011, December 31, 2012, and December 31, 2013 will be eligible to be considered for wage increases effective in the first full pay period in January of the following year provided the other conditions of this Article and Article 34 are met.

3. Notwithstanding the provisions of Section 2, no Employee shall receive an increase in wages:

(a) If the Employee has received an overall unsatisfactory rating in his or her current annual performance evaluation, as certified by the Superintendent, or

(b) If the Employer experiences financial difficulty to the extent that the Board's Chief Financial Officer projects a deficit of expenditures over revenues for any period of twelve (12) months following January 1 of any calendar year. This provision

may be utilized only if wage increases are suspended for all other staff employed by the Employer.

(c) Longevity pay will not be affected by paragraph (a), above. Loss of longevity pay will occur, however, if the contingency in paragraph (b) occurs.

4. No wage or longevity increase shall be denied on the basis of a performance evaluation not completed within the time limit provided in Article 7, Performance Evaluation.

5. Notwithstanding the nonappealability of performance evaluations through the grievance and arbitration procedure under Article 10 or 11 of this Agreement, an Employee may appeal, through said grievance and arbitration procedure, any performance evaluation with the overall rating of "unsatisfactory" the effect of which is to deny the Employee a wage or longevity increase under this Article. In any grievance or arbitration proceeding pursuant to this Section, the burden shall be on the Union and the Employee to prove that the evaluation rating was an abuse of discretion or arbitrary or capricious.

#### **ARTICLE 34. Wages**

1. Wage/salary schedules attached hereto will remain in effect for the sole purpose of establishing a starting wage/salary for newly hired Employees; provided, however, that no current unit Employee shall be paid less than the entry range of any current or new pay schedule. All increases, or increases provided in this paragraph/section are specifically contingent upon satisfaction of the evaluation standards set forth in Article 33.

2. Effective the first full pay period in January, 2012, all Employees will receive two percent (2%) across the board salary increase. Provided, further, in January 2012, the two percent (2%) across the board increases will be supplemented by the same amount, if any, received by the majority of other Board professional employees.

3. Effective the first full pay period in January, 2013, all Employees will receive two percent (2%) across the board salary increase. Provided, further, in January 2013, the two percent (2%) across the board increases will be supplemented by the same amount, if any, received by the majority of other Board professional employees.

4. Effective the first full pay period in January, 2014, all Employees will receive two percent (2%) across the board salary increase. Provided, further, in January 2014, the two

percent (2%) across the board increases will be supplemented by the same amount, if any, received by the majority of other Board professional employees.

5. Full-time Employees may receive wage increases for experience and longevity as follows:

(a) After an Employee completes three years as a full-time Employee - Two and one-half percent (2.5%).

(b) After an Employee completes six (6) years of employment with the Employer as a full-time or Employee – Two and one-half percent (2.5%).

(c) Increases under subparagraphs 3(a) and (b) will be effective during the first full pay period in which the anniversary date falls.

(d) A \$500.00 longevity bonus on the 10th anniversary date of employment as a full-time Employee.

(e) A \$750.00 longevity bonus on the 15th anniversary date of employment as a full-time Employee.

(f) A \$1,000.00 longevity bonus on the 20th anniversary date of employment as a full-time Employee.

(g) A \$1,250.00 longevity bonus on the 25th anniversary date of employment as a full-time Employee.

(h) The above longevity payments are one-time bonuses, not rolled into salary or repeated from year to year. Longevity bonus payments set forth in paragraphs (c) through (g) are not payable to non-full-time bargaining unit employees.

6. The Employer may place new or reclassified employees on the attached salary schedule at a step commensurate with their previous experience pursuant to Board Policy 2.18 currently in effect.

7. The rates reflected in the wage appendices hereto may automatically be adjusted in years with 27 pay periods to properly reflect the annual salaries listed on such appendices.

8. All questions concerning payroll or individual payroll checks will be directed to the immediate Supervisor who shall investigate the issue with the payroll/finance department. However, if there is no response from the Supervisor within three workdays, such questions should be referred to the Human Resource Department.

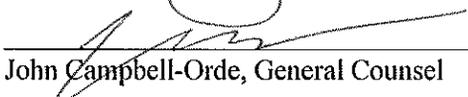
#### **ARTICLE 35. Duration and Termination**

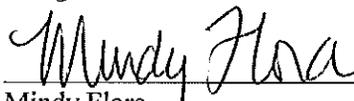
1. Unless otherwise specified herein, this Agreement shall become effective upon execution by both parties and shall continue in effect until September 30, 2014.

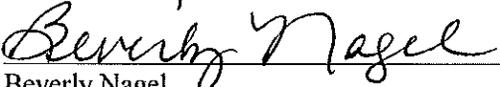
2. Thereafter, the Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

**PROFESSIONALS GUILD OF OHIO**

  
\_\_\_\_\_  
Chauncey Mason, Executive Director

  
\_\_\_\_\_  
John Campbell-Orde, General Counsel

  
\_\_\_\_\_  
Mindy Flora

  
\_\_\_\_\_  
Beverly Nagel

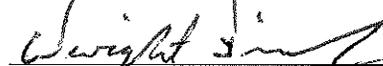
  
\_\_\_\_\_  
Crystal Rack

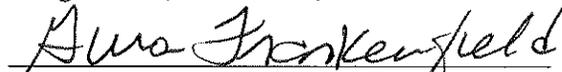
**FOR THE BUTLER COUNTY  
BOARD OF DD**

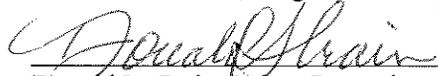
  
\_\_\_\_\_  
Kathy McMahon-Klosterman, Board President

  
\_\_\_\_\_  
Christina Hurr, Executive Director

  
\_\_\_\_\_  
Rick Black, Director of Business Operations

  
\_\_\_\_\_  
Dwight Finch, Coordinator, Personnel Services

  
\_\_\_\_\_  
Gina Frankenfield, Program Administrator

  
\_\_\_\_\_  
Donald L. Crain, Labor Counsel

**APPENDIX 1**  
**CLASSIFICATION SERIES**

Developmental Specialists

Butler County Board of Developmental Disabilities  
Professional Schedules  
Effective 01/03/08

	MR-21 BA	MR-22 BA + 30 Qtr. Hrs.	MR-23 MA	MR-24 MA + 30 Qtr. Hours
1	35,473.61	36,473.61	38,473.61	39,473.61
2	36,537.82	37,567.82	39,627.82	40,657.82
3	37,633.95	38,694.85	40,816.65	41,877.55
4	38,762.97	39,855.70	42,041.15	43,133.88
5	39,925.86	41,051.37	43,302.39	44,427.90
6	41,123.64	42,282.91	44,601.46	45,760.73
7	42,357.35	43,551.40	45,939.50	47,133.55
8	43,628.07	44,857.94	47,317.69	48,547.56
9	44,936.91	46,203.68	48,737.22	50,003.99
10	46,285.02	47,589.79	50,199.33	51,504.11
11	47,673.57	49,017.48	51,705.31	53,049.23
12	49,103.77	50,488.01	53,256.47	54,640.71
13	50,576.89	52,002.65	54,854.17	56,279.93
14	52,094.19	53,562.73	56,499.79	57,968.33
15	53,657.02	55,169.61	58,194.79	59,707.38
16	55,266.73	56,824.70	59,940.63	61,498.60

Standard Work Week - 37.5 Hours

Probation Days - 300

Behavior Specialist  
Habilitation Coordinator  
Support Coordinator  
Service Enrollment Specialist  
Investigative Agent  
Provider Relations Coordinator

Ombudsman  
Life Planning Service Coordinator  
Quality Enhancement Coordinator  
Recreation Therapy Coordinator  
Coordinator of Family Focus + \$3,000  
Developmental Specialist  
Program Coordinator

The amounts listed on the table are used to establish starting salaries only.

For staff who obtain advanced educational levels during their employment, the following amounts will be folded into their salaries:

BA + 30	Add \$1,000
MA	Add \$2,000
MA + 30	Add \$1,000

Habilitation / Program Coordinator will be paid on either MR-22 or MR-23.

Effective: January 3, 2008. Reviewed: October \_\_, 2011.

WCHLibrary 0008310.0587320 140598v7