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# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**PROFESSIONALS GUILD OF OHIO**

**and**

**BUTLER COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES  
(Paraprofessional Employees)**

**Effective**

January 1, 2015 through December 31, 2017

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**AGREEMENT**

AGREEMENT made and entered into this 12<sup>th</sup> day of January, 2015, 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 7** (hereinafter referred to as "Council 7", "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 7, as the sole and exclusive collective bargaining representative of a unit of the Employer's full-time and regular part-time non-professional employees certified in SERB Case Number 04-REP-01-0018:

Included: All full-time and regular part-time nonprofessional Employees employed by the Employer at its various Butler County facilities, including Community Integration Specialists, Family Support Specialists, Facility and Program Secretaries, Community Team Secretary, Maintenance Workers, Custodians, Mechanics, Habilitation Support Specialists, Customized Support Specialists, E.I. Aides, Consumer Information Clerk, File Clerk and Medical Tech, and substitutes who have worked 60 work days in the previous or current calendar year, commencing with the 1992 calendar year.

Excluded: All professional, management and supervisory employees, including Maintenance Foremen and Lead Mechanics, all confidential employees, including all employees working at the employer's administrative center, and administrative secretaries and all seasonal, casual and temporary employees.

2. Regular Part-Time Employees are those individuals who are regularly scheduled to work at least 20 hours per week throughout the calendar year.

3. 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.

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 pursuant to Ohio Revised Code Section 4117.10(A). Further the provisions of this Agreement are intended to supersede 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 the feminine gender will be read and construed in the masculine gender also.

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 and Union representative and the Employer will be characterized by mutual respect, personal dignity and conducted in a professional manner.

### **ARTICLE 4. 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 120 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.

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 Union 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.

#### **ARTICLE 5. Union Activity, Visitation, and Bulletin Boards**

1. Upon reasonable 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 client care areas, when clients 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 work 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 Employer may remove any notice posted which attacks another Employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.

3. The Union agrees to provide the Employer with:

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

(b) The names, addresses, and positions held of the local president, vice president(s), secretary, and treasurer and each steward.

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 is, in the judgment of the Employer, required 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. 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 client 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 five (5) 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 PGO will be allowed to make at new employee orientation where bargaining unit Employees are present, a fifteen (15) minute presentation while such Employees are in paid status.

#### **ARTICLE 6. 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 7. Probationary Employees**

1. Newly hired direct care Employees and direct care Employees transferring into new positions shall be considered probationary for a period not to exceed one hundred eighty (180) calendar days. Employees not involved with the direct care of the individuals such as custodial, maintenance and clerical Employees shall be considered probationary for a period not to exceed one hundred twenty (120) calendar days. 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 constitutes the Employee's sole recourse to dispute his or her demotion. Such demotion shall not be grievable or otherwise subject to challenge.

4. Notwithstanding the above, a substitute Employee who moves from substitute status to full-time or part-time status, must serve a completely new 180 calendar day probationary period.

#### **ARTICLE 8. 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) Permanent Employees - once annually, within one month of the Employee's anniversary date, or as otherwise specified in Article 36, herein; 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 alterative 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 ten (10) 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.

6. Scheduled use of sick leave shall not be counted against an Employee in his/her evaluation.

7. Before a performance deficiency below "meets expectations" is noted in an Employee evaluation, the Employee will be made aware of the deficiency by the Employer.

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

1. No bargaining unit member shall be reduced in pay 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 past 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 written reprimand, 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 written reprimand, 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, for suspensions, reductions, and discharges, and at Step 1 of the grievance procedure for written reprimands. Written reprimands may be advanced through the grievance procedure to Step 3, but are not appealable to arbitration. 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 DD 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 eighteen (18) months from the effective date of the discipline, provided that no discipline shall have been issued during the said eighteen (18) month 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 if he so requests. 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. Hours of Work and Overtime**

1. Except as otherwise provided by law, the normal workweek for Employees shall be forty (40) hours of five (5) work days per week, except that the normal workweek shall be thirty-seven and one-half (37.5) hours per week for clerical Employees, thirty-seven and one-half (37.5) hours per week for E.I. Aides (with the exception of one seasonal E.I. Aide who works twenty-six (26) hours per week). The work period, for overtime calculation purposes, shall commence on Saturday at 12:01 a.m. and conclude the following Friday at midnight.

2. The Employer shall set work schedules and starting times, which shall remain flexible based upon the needs of the Employer. 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. In the event the proposed change is of a permanent nature, the Employer agrees to meet and confer with the Union regarding the proposed change.

3.

(a) An Employee shall be paid cash at one and one-half (1-1/2) times his or her regular rate for 'hours worked' in excess of forty (40) hours in one week as that term is defined by the Fair Labor Standards Act, as amended. Provided, however, that for purposes of determining hours worked, an Employee's workweek shall be credited for the hours worked on a holiday, together with the additional hours of holiday pay received for

that workday/holiday. Compensatory time shall not be offered to an Employee in lieu of overtime payment.

(b) It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling to minimize its overtime liability.

(c) This Article is intended to be used as the basis for computing overtime and shall not be construed to limit other rights granted to Management in this Agreement.

4. All overtime assigned or to be worked must be pre-approved by a supervisor. The Employer will seek volunteers to work overtime prior to scheduling Employees to work mandatory overtime. If volunteers are not available to cover, the Employer will schedule Employees from the overtime rotation list. Employees required to work mandatory overtime shall be entitled to reasonable advance notice and Employees required to work afternoon overtime shall be notified no later than 12:00 Noon, if possible.

5. Employees will be notified a minimum of seven (7) calendar days in advance prior to a permanent (more than 60 calendar days) change in work schedule or work location, except in cases of a building closure.

### **ARTICLE 13. Labor-Management Meetings**

The Superintendent and/or 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 will have more than five (5) persons on their 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. Agenda items must be submitted to the other party in writing no later than twenty-four (24) hours prior to the conference. Items not previously addressed at the facility level will not be appropriate for a Labor-Management conference. Written responses to concerns raised in Labor-Management meetings shall be provided within fifteen (15) days following the meeting.

#### **ARTICLE 14. Break Periods**

1. The Employer will continue to provide break periods at its various facilities as it has in the past, except that adult services direct care Employees (Habilitation Support Specialists, Community Integration Specialists and Customized Support Specialists) will be provided one (1) paid twenty (20) minute duty free break period that shall be taken at the Employee's option within the Employer designated break period. Employees will be provided an additional paid ten (10) minute duty free break period when working overtime.

2. If the Employer determines that a change is necessary to the break period schedules at any of its facilities, written notice of the change will be given to the Union president at least ten (10) days prior to the effective date of the change at which time the Union may request a meeting for the purpose of discussing the issues affecting Employees.

3. Break areas without individuals present will be provided at each work site under the Employer's control.

#### **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, illnesses or unusual incidents according to established Employer procedures.

4. The Employer will reimburse the cost of safety shoes to a maximum of \$75 per calendar year upon the presentation of a proper receipt for the classifications of custodian, maintenance and mechanic. All Employees in these classifications will wear safety shoes during working hours.

## **ARTICLE 16. 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, provided such requests have not been made with unreasonable frequency. The following requirements govern such requests:

(a) 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.

(b) 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.

(c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.

## **ARTICLE 17. 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 Butler County Board of MRDD.

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 21.

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 ten (10) 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 thirty (30) 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 thirty-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 18. Classifications**

1. The Employer shall provide to the Union a copy of all current bargaining unit position descriptions (including classification and classification series) as developed by the Employer. The Employer is hereby designated as the issuing agency for classification

specifications, classification series, for classifications and for position descriptions within the bargaining unit.

2. In the event the Employer creates a new position or classification, the Employer agrees to meet and bargain with the Union with regard to:

(a) whether the position or classification is within or excluded from the bargaining unit; and

(b) if the position or classification is within the bargaining unit, the rate of pay and hours of work of such classification.

3. In the event the Employer, in its sole discretion, changes classification specifications or position descriptions, the Employer agrees upon request, to meet and bargain with the Union with regard to the issue of pay of that classification. If the parties are not able to agree on the rate of pay, the Employer shall set the rate of pay; provided, however, that the Union shall have recourse through the grievance and arbitration procedure to challenge the Employer's determination. In any such grievance or arbitration proceeding, the Union shall bear the burden of proof to show that the Employer's decision was improper or incorrect.

4. Any classification, classification specification, classification series or position descriptions which are updated or changed by the Employer will be forwarded to the Union within ten (10) days of the effective date of the change or update.

5. The Employer shall provide a copy of The Table of Organization as it affects bargaining unit positions, as well as any changes made from time to time, to the Union within ten (10) days of the effective date of this Agreement or within ten (10) days of the effective date of the change, whichever is later.

#### **ARTICLE 19. Job Audits**

1. Upon request of the Union or the Employer, the Superintendent or his designee shall conduct a job audit to determine whether an Employee or Employees are properly classified. The Union or Employees shall provide all necessary information to the Superintendent or his designee regarding the job audit.

2. Within twenty (20) working days of receipt of the information, the Superintendent or his designee shall determine if the Employee should be reclassified. In the event of reassignment to a classification in a higher pay range, the Employee shall be reassigned to the

base rate of the new classification or the pay rate nearest the Employee's preexisting pay rate so long as the new pay rate is not a reduction in pay. In the event of reassignment to a classification having the same pay range as the Employee's current classification, no increase will be received. If the audit results in a reassignment to a lower classification, if possible, the Employer will assign the Employee to a pay rate within the pay range which will not represent a reduction in pay. Job audit reviews are subject to the Grievance Procedure. However, if the job audit is initiated by the Employer and results in a reassignment to a lower classification, the Employer will assign the Employee to a pay rate within the pay range which will not result in a reduction in pay.

#### **ARTICLE 20. Vacancies, Promotions and Transfers**

1. When a vacancy occurs, the Employer shall post for seven (7) calendar days a notice of the opening stating the job classification, a description of the job duties (the entire position description) and minimum qualifications, the hours of work and workweek assigned to the position, the rate of pay, the training that will be offered by the Employer, the location and person to whom applications must be made, the date of posting, the final date on which applications will be accepted and whether or not the position is in the bargaining unit. The Employer shall provide a copy of this posting to the Local Union president and the date the Employer expects to fill the position.

2. Employees who wish to be considered for the posted job must file written application with the Employer by the end of the posting period.

3. The Employer will decide, in its sole discretion, when a vacancy exists. The bidding procedure as described herein shall only apply to bargaining unit vacancies.

4. The applications timely filed will be reviewed by the Employer. The Employer shall make the selection for bargaining unit positions on the basis of qualifications, experience, performance (including attendance), seniority and the ability to perform the work in question of all applicants or Employees. If, in the judgment of the Employer, the qualifications, experience, performance (including attendance), seniority and ability to perform the work of two (2) or more Employees or applicants are equal, seniority shall govern, subject to the grievance and arbitration provisions of Section 5 of this Article. The Employer will endeavor to send letters to the unsuccessful applicants within five (5) days after the position has been filled.

5. The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's selection to fill a vacancy not in compliance with this Article. It is understood that the Employer has wide discretion in making determinations of whether a candidate is qualified or which candidate should be selected based upon considerations of qualifications, experience, performance (including attendance), seniority and ability to perform the work involved.

6. In the event of a successful grievance contesting a determination made under paragraph 4, above, the remedy shall be to place the grievant in the vacancy within thirty (30) days from the arbitrator's ruling. The person displaced by the successful grievant shall be entitled to a similar vacancy elsewhere, when available.

7. The Employer shall have the right to fill a position, and make transfers on a temporary basis until such time as the selection of a permanent Employee is made to fill the position. "Temporary basis" is defined as less than sixty (60) calendar days. Furthermore, nothing in this provision shall impair the Employer's right to fill a vacant position by laterally transferring an Employee on a permanent basis in lieu of the above procedures, provided there is no loss in pay to the Employee transferred.

8. The foregoing provisions on promotions and the filling of vacant positions are intended to supersede all otherwise applicable provisions for public employees in the Ohio Revised Code and/or the rules of the Ohio Department of Administrative Services (ODAS) relative to transfers, promotions and the filling of vacant positions.

#### **ARTICLE 21. 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;

(d) Permanent part-time Employees who have completed their probationary periods; and

(e) Full-time Employees, including Employees working on the adopted school calendar, by classification in order of inverse seniority and their present ability to perform the remaining work available.

Prior to involuntary layoff, the Employer shall seek volunteers for a layoff in seniority order.

2. 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 20 on a seniority basis, provided that the Employee is qualified for the position.

3. 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.

4. 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.

5. Reassignment following Reduction in Force. The parties agree that a reduction in the work force within a classification may result in the reassignment of Employees to different job assignments within their respective classifications, and reassignment of hours and days of work, subject to the provisions of Article 12 of the Agreement.

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 seven (7) 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, 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 twenty five (25) 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 22. 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 23. Copies of Agreement**

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

## **ARTICLE 24. 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. Active pay status shall be defined as hours worked, hours on vacation, hours on holiday leave, hours on paid sick leave, hours of compensatory time off, 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 notified his or her supervisor or designee at least thirty (30) minutes prior to the start of the 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 11.

4. Notwithstanding Section 3 above, morning transportation staff members must notify their supervisor of any absences between 5:00 AM and 5:30 AM.

5. An "occurrence" (also referred to as an "unscheduled absence") is defined as any time missed from work that is not pre-scheduled. Examples of an occurrence include leave without pay, tardiness/leaving early and sick leave. An Employee will be charged one-half occurrence for each unscheduled absence. If an Employee is absent for three or more consecutive days, such Employee will receive one and one-half occurrence for those days, but is required to provide a doctor's note or other documentation justifying continued time off. Pre-

scheduled vacation, personal time, FMLA leave, funeral leave (as provided in Sections 10 and 11 of this Article), time off related to an approved workers' compensation claim, jury duty or court leave, pre-scheduled sick leave, pre-scheduled leave without pay, and two (2) hours or less increments of sick leave usage do not count as occurrences.

6. 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 Employee has a demonstrable pattern in the use of sick leave, has accumulated more than two-point-five (2.5) occurrences of usage of his or her annual sick leave earnings during the last twelve (12) months, or the Employer has cause to believe that the use of sick leave is not warranted. An Employee may be relieved of this requirement and will be removed from this list, upon request, after six (6) months of not using sick leave or any leave without pay. In the case of an illness or injury resulting in absence for more than three (3) consecutive days, an Employee may not return for duty or be paid sick leave without a statement from the Employee's physician verifying that the Employee was unable to work and is able to return to work. Two (2) hours or less increments of sick leave usage do not count as an occurrence.

7.

(a) Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation or personal leave, at the Employee's option. 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 21, herein.

8. Sick leave shall be charged in minimum amounts of fifteen (15) minutes. An Employee requesting sick leave shall inform his or her supervisor of such request and the reason therefor within one hour of his or her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action.

9. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave. The Employer shall select the physician and pay for the examination.

10. 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.

11. An Employee shall be paid sick leave pay for up to five (5) working days' absence in the event of the death of the Employee's spouse, child, step-child, domestic partner, parent, grandparent, brother or sister, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or legal guardian (or other person who stands in the place of a parent). 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.

12. In circumstances 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 11, above.

13. 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.

14. 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.

15. Upon retirement under 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 25. Personal Leave**

1. Full-time Employees, after one full year of employment, will be eligible for annual personal leave for family or personal business reasons based on an Employee's average weekly hours. Effective January 1, 2010, Employees who work forty (40) hour weeks are eligible for thirty-two (32) hours of personal leave. Employees who work thirty-seven and one-half (37.5) hour weeks are eligible for thirty (30) hours of personal leave. Part-time employees, after one year of regular part-time employment, will be eligible for one day of personal leave in hours on a pro-rata basis based on the part-time employee's average weekly hours. Upon five (5) years of continuing service with the Employer, full-time Employees will be entitled to an additional personal day, based on an Employee's average weekly hours, provided such Employee has satisfied all attendance and tardiness standards required by the Employer in the previous year. Upon five (5) years of continuing service with the Employer, part-time Employees will be eligible for three days of personal leave in hours on a pro-rata basis based on the part-time employee's average weekly hours.

2. Personal leave can be used for any unscheduled absence where the Employee provides less than twenty-four (24) hours notice without occurrence, provided, however, that the provisions in Article 24, Section 4 must be satisfied.

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

4. Personal leave may be taken in minimum blocks of time of fifteen (15) minutes.

5. Personal leave may not be accumulated. Personal leave not used within the calendar year will be lost/forfeited.

6. Employees completing one full year of employment prior to April 1 will be eligible for three (3) days of personal leave in the remainder of that calendar year. Employees

completing one full year of employment prior to August 1 will be eligible for two (2) days of personal leave during the remainder of that calendar year and Employees completing one full year of service prior to December 31 shall be eligible for one (1) day of personal leave.

#### **ARTICLE 26. 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, at its discretion, may 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. The Employer will provide uniforms to maintenance and custodial Employees on a similar basis to the benefit currently provided to mechanics. The Board is responsible for cleaning the uniforms weekly and returning the uniforms to the Employees in a timely manner. Each Employee shall be given no less than three (3) complete sets of the uniform.

4. Employees will not be required to travel to work on days where the Butler County Sheriff declares a Level 3 emergency. Such scheduled work days will be paid at the Employee's regular rate of pay. Other circumstances will be governed by the Employer's Policy Manual, Policy #2.39 or its successor. Use of vacation (or other paid leave if no vacation or personal leave is available) under this Article will be without penalty of an occurrence under a Level 3 emergency for Employees residing outside of Butler County.

5. All emergency phone calls for Employees will be patched through to supervisors, who will notify Employees of the emergency call. Callers will not be asked the nature of the emergency call except in cases where the frequency of such calls impedes work.

## **ARTICLE 27. Tuition Reimbursement**

1. Upon prior written approval, the Employer will reimburse Employees for tuition, registration fees, and books for approved work-related courses of study or courses from an accredited college, university, or other educational institution or vocational school. 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. The maximum amount per Employee per calendar year shall be the same as is offered to other Employees of the Employer pursuant to Board Policy.

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

## **ARTICLE 28. Vacations**

1. Full-time Employees, after completion of their probationary period, shall be entitled to vacation time each year as follows:

(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) 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 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 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 29 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. Vacation requests shall be approved or denied not later than five (5) working days from the date the request is received. When an Employee requests vacation leave less than twenty-four (24) hours in advance of the leave, the vacation leave will be considered an unscheduled absence and therefore

a one-half occurrence as described in Article 24. The Employer will make a one-time written notification in January 2012 to Employees informing them that requests for vacation made less than twenty-four (24) hours in advance will be marked as a one-half occurrence. 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. If the Employer foresees a need to rescind vacations, they shall meet with the Union prior to rescinding the request to discuss alternatives.

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 fifteen (15) minutes.

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 bi-annual vacation entitlement (2 years) 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. This Article shall not apply to seasonal Employees, including school personnel. Should a bargaining unit Employee transfer into a school position, accumulated vacation may either be paid out or the Employee may maintain the accrued vacation in the event he or she retransfers to a non-school bargaining unit position.

9. 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.

10. Employees 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 29. 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 regular workday before Christmas Day
- (k) Christmas Day
- (l) Last regular workday before New Year's Day

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. Part-time, substitute and intermittent Employees are not eligible for holiday pay. However, if eligible Employees are required to work on any of the above holidays or the day observed as such but not both, they will be paid their regular rate of pay for all hours worked, as well as the holiday pay for the 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.

5. This Article shall not apply to seasonal Employees, including school personnel except that the Christmas Day holiday shall be payable to the one seasonal E.I. Aide.

### **ARTICLE 30. Other Paid Leave; Verification**

1. All Employees, who have completed their probationary period and who are called (not volunteered) 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.

### **ARTICLE 31. 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 or personal leave at the Employee's option. 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, subject to the provisions of Article 17, Seniority.

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 32. 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, following consultation with the Union.

**ARTICLE 33. Call Back Pay and On Call Pay**

1. When an Employee is called back to work before or after his/her regular shift, the Employee shall be guaranteed a minimum of three (3) hours pay, at the appropriate rate of pay. This benefit shall not apply to early call in for periods connected to the start-up of the Employee's scheduled shift or work period.

2. Employees on call will be paid in accordance with the provisions of the Fair Labor Standards Act, as amended.

3. In the event Employees are required by the Employer to carry cell phones outside regular duty hours, or to work shifts that end after 12:30 a.m., the parties agree to meet and bargain over additional compensation, if any, payable to Employees for such activities.

**ARTICLE 34. 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 IRS rate for the use of privately owned automobiles, 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. In all cases, it is the intention of this Article to pay only for mileage incurred over and above what an Employee would incur in traveling from his residence to his work.

2. 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.

3. 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 at the lowest available rate.

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

#### **ARTICLE 35. Life and Health Insurance**

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

2. The Employer will provide single dental insurance to Employees who work on a regular part-time basis at least twenty (20) hours or more per week.

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 January, subsequent to the year such coverage was waived.

5. MISolution will be available to bargaining unit employees if offered to all other employees.

**ARTICLE 36. Wages Increases**

1. Employees shall be eligible for wage increases in accordance with Article 37.

2. Notwithstanding the provisions of Article 37, 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 Employee has, in the preceding twelve (12) month period, used sick leave, with or without pay, in excess of three occurrences during the said twelve (12) month period, or

(c) 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.

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

3. No wage or longevity increase shall be denied on the basis of a performance evaluation not completed within the time limit provided in Article 8.

4. 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 37. Wages**

1. Wage/salary schedules attached hereto will remain in effect for the sole purpose of establishing a starting wage/salary for newly hired or promoted 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 Article are specifically contingent upon satisfaction of the attendance and satisfactory evaluation standards set forth in Article 36.

2. Effective in January, 2015, all Employees will receive a \$550.00 lump sum payment.

3. Effective in January, 2016, all Employees will receive a \$550.00 lump sum payment.

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

(a) After an Employee completes his/her probationary period as a full-time or regular part-time Employee – Two and one-half percent (2.5%). Days worked as a substitute employee are not included in the calculation of days worked as a full-time or regular part-time Employee.

(b) After an Employee completes three (3) years of employment with the Employer as a full-time or regular part-time 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 \$400.00 longevity bonus on the 10<sup>th</sup> anniversary date of employment as a full-time or regular part-time Employee.

(e) A \$600.00 longevity bonus on the 15<sup>th</sup> anniversary date of employment as a full-time or regular part-time Employee.

(f) A \$800.00 longevity bonus on the 20<sup>th</sup> anniversary date of employment as a full-time or regular part-time Employee.

(g) A \$1,050.00 longevity bonus on the 25<sup>th</sup> anniversary date of employment as a full-time or regular part-time Employee.

(h) The above longevity payments are one time bonuses, not rolled into salary or repeated from year to year.

5. 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.

6. The hourly rates reflected in the wage appendices hereto may automatically be adjusted in years with twenty-seven (27) pay periods to properly reflect the annual salaries listed on such appendices.

7. E.I. Aides will sign individual contracts of a minimum of one hundred sixty-six (166) days, which will control with respect to their manner of payment, i.e. twenty-one (21) or twenty-six (26) pays per year and the amount or rate to be paid per pay period.

In addition, with respect to the Employer's 1994 change and reduction of Instructor Assistant hours, the following circumstances will apply regarding the effects of this change:

(a) Notwithstanding the wage schedule in Appendix A, Instructor Assistants currently on the payroll will not have their overall pay reduced as their rate will be adjusted to generate the same yearly salary as set forth in their current individual contracts, plus the raises set forth in paragraph 1, above.

(b) Currently employed Instructor Assistants who are qualified may be transferred to Habilitation Assistant positions, as these positions become available, in order of seniority. If no such Employee accepts the position offered, the Employer may, at its discretion, involuntarily transfer the least senior Instructor Assistant to the open Habilitation Specialist position.

(c) Instructor Assistants hired after January 1, 1994, will be paid rates set forth in Appendix B and under their individual contracts, plus any negotiated increases, but will be eligible for single health insurance and dental (if it can be offered under the dental policy) coverage unless such Employees are scheduled to work in excess of one thousand five hundred (1,500) hours per year at which time they will be eligible for family health and dental coverage for the following school year. Furthermore, any employees who were receiving family health insurance coverage in 1994, and lost it as of 12/31/94 and are scheduled and work two hundred five (205) days per year in any classification will be eligible for family health and dental coverage for the following school year.

8. For the term of this Agreement, the Employer reserves the right to shutdown its programs during any period from December 24 to January 2 of a given year. If such shutdown occurs, regular full-time Employees will be paid their regular rates for each such day of closure when the Employee would otherwise be scheduled to work. This provision does not apply to school personnel, substitutes or part-time Employees. Employees required to work during such shutdown will be given the opportunity for compensatory time off, on an hour for hour basis, during the period of twenty (20) calendar days before or after December 25.

### **ARTICLE 38. Duration and Termination**

1. Unless otherwise specified herein, this Agreement shall become effective as of January 1, 2015 and shall continue in effect until December 31, 2017.

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.

3. For year 3 of this Agreement (January 1, 2017 to December 31, 2017), either party may reopen this Contract on the issues of base wage, performance pay, rates and classification (Appendices 1 and 2) and longevity pay by giving the other party written notice thereof at least sixty (60) days prior to January 1, 2017. Failure to give such notice by such date will constitute a waiver of the right to reopen as set forth above.

**PROFESSIONALS GUILD OF OHIO**



Chauncey Mason, Executive Director



Nicole Jackson, Field Representative

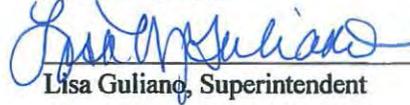


Kelly Ray, President

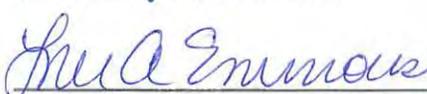


Chris Jasper, Secretary

**FOR THE BUTLER COUNTY  
BOARD OF DD**



Lisa Guliano, Superintendent



Lee Ann Emmons, Day Habilitation Manager



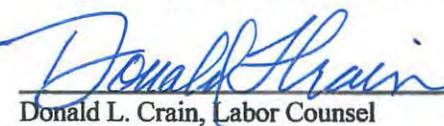
Dwight Finch, HR Director



Rick Black, Chief Financial Officer



Sherry Dillon, Community Services Director



Donald L. Crain, Labor Counsel

**APPENDIX 1**

**Butler County Board Of Developmental Disabilities  
Effective Date: January 3, 2008**

**RANGE OF STARTING SALARIES**

	<b>Range 1</b>	<b>Range 2</b>	<b>Range 3</b>	<b>Range 4</b>	<b>Range 5</b>	<b>Range 6</b>
<b>Union 1</b>	9.41	9.74	10.08	10.43	10.80	11.18
<b>Union 2</b>	10.35	10.71	11.09	11.48	11.88	12.29
<b>Union 3</b>	10.31	10.67	11.04	11.43	11.83	12.25
<b>Union 4</b>	11.39	11.79	12.20	12.63	13.07	13.53
<b>Union 5</b>	12.20	12.63	13.07	13.53	14.00	14.49
<b>Union 6</b>	13.08	13.54	14.01	14.50	15.01	15.53

Union 1      E.I Aide, Custodian

Union 2

Union 3      Facility Secretary, File Clerk

Union 4      Program Secretary, Habilitation Support Specialist, Eligibility and Referral Aide,  
Community Team Secretary, Consumer Information Clerk

Union 5      Customized Support Specialist, Family Focus Specialist, Maintenance Worker

Union 6      Mechanic

Substitute pay is Range 1 of the respective schedule.

## APPENDIX 2

### Butler County Board Of Developmental Disabilities Effective Date: April 1, 2009

#### CLASSIFICATION SERIES

	Union 3	File Clerk
	Union 4	Consumer Information Clerk
Series	Union 3	Facility Secretary
	Union 4	Program Secretary
	Union 4	Community Team Secretary
Series	Union 1	Custodian
	Union 5	Maintenance Worker
	Union 6	Mechanic
	Union 1	EI Aide
Series	Union 4	Habilitation Support Specialist
	Union 5	Customized Support Specialist
	Union 5	Family Support Specialist

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