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Collective Bargaining Agreement

between the

**Service Employees International Union
District 1199**

and

**Hamilton County Educational Service Center
Governing Board**

July 1, 2011 - June 30, 2014

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Article 1 - Purpose

- A. Parties to Agreement. This Agreement is entered into between the Hamilton County Educational Service Center Governing Board, hereinafter referred to as the “Board”, and the Service Employees International Union District 1199, hereinafter referred to as the “Union”, and constitutes a binding agreement between the parties.
- B. Purpose. This Agreement is designed to provide a fair and reasonable method by which the employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of employment and to establish an orderly procedure for the resolution of differences between the Board and its staff.

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

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

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

Article 2 - Recognition

- A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining representative of the bargaining unit defined below on all matters related to wages, hours and working conditions.
- B. The bargaining unit shall include all regular full-time employees of the Head Start Board operated by the Board; excluding all managerial, supervisory and confidential employees, and all substitute and casual employees.
- C. If the Board creates new classifications, they shall be placed into the bargaining unit unless they are managerial, supervisory or confidential in nature.
- D. This Agreement shall be binding and inure to the benefit of each of the parties hereto. In the event that the control of the operations or facilities of the Board transfers to another entity, the Union shall be given written notice.
- E. The Board will not lay off any employees as a result of subcontracting.

Article 3 - Management Rights

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

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

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

Article 4 - Union Rights/Dues Check Off

- A. Upon receipt of a lawful written authorization from an employee, the Board shall, pursuant to such authorization, deduct from the wages dues from said employee each pay period and remit to the Union, regular Union dues and fair share fees as required by this Article. The initiation fee shall be paid in two (2) consecutive pay periods beginning with first pay period after completion of the employee's probationary period.
- B. The Board shall be relieved from making such check off deductions upon (1) termination of employment; (2) transfer to a job other than one covered by the collective bargaining unit; (3) layoff from work; (4) leave of absence; or (5) revocation of the check off authorization in accordance with its terms or with applicable law.

The Board shall not be obliged to make dues deductions of any kind from any employee who, during any paid person involved, shall have failed to receive sufficient wages to equal the dues deductions.

- C. Each pay period the Board shall remit to the Union all deductions for dues and fair share fees made from the wages of employees for the pay period, together with a list that includes all employees from whom dues and/or fair share fees have been deducted, the amount deducted from the employee for the pay period, the employee's rate of pay and their number of hours worked and/or paid under this Agreement, excluding overtime pay. All bargaining unit employees who are not members of the Union shall pay to the Union through payroll deductions a fair share fee. The Union guarantees that its fair share fee satisfies the requirements of federal and state law.

The Board shall annually, upon written request, provide the Union with the name, address, phone number, building assignment classification, date of hire, and rate of pay for all employees covered by the contract. The Board agrees to furnish the Union with the names of newly hired employees, addresses, classifications of work, their dates of hire, and name of terminated employees, together with their dates of termination, names of employees on leave of absence and their date of return. The Board will provide the Union with a change of employee's assignment, classification or rate of pay.

- D. It is specifically agreed that the Board assumes no obligation, financial otherwise, arising out of the provisions of the Article, and the Union hereby agrees that it will indemnify and hold the Board harmless from any actions, claims or proceedings, including attorney's fees, by any employee arising from deductions made by the Board hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- E. Employees have the right to participate on their own time in any outside political or legislative activities that they choose, unless specifically prohibited under the Hatch Act. Any employee engaging in such political activity shall not hold her/himself out as representing the Board while engaged in such activity.

The Board shall withhold COPE/Political Action Fund deductions from each pay received from those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization form. All funds shall be remitted to the Union, in a check separate from dues, in the same manner as Union dues.

- F. Upon request, the Union may use the Board's facilities at Kemper Heights provided no other activities are scheduled for the area and time requested, and provided further that the building is open. Bulletin board space shall be provided for dissemination of official Union information at each site where bargaining unit employees work. The Board's internal email system may be used by the Union in accordance with the Board's policies to communicate with the bargaining unit employees provided that such use does not occur during instructional time and does not otherwise interfere with instruction and/or other assigned duties.

- G. Union Representation. The Board shall recognize the Union officers and delegates for the purpose of administering the collective bargaining agreement, processing grievances and representing employees in disciplinary matters. Upon request, the Union shall provide to the Board the names and positions of Union officers and/or delegates. Union officers and/or delegates shall be allowed to visit Board facilities for the purpose of meeting with employees covered by this contract, provided that such meetings do not interfere with normal work week duties of any Union officer employed by the Board, of delegates and of the employee or employees involved.
- H. Union Release Time. The Union shall be granted a total of six (6) paid days per year for Union business, which may be used in half day increments. The Union shall be granted and additional six (6) days of unpaid leave for Union business per school year. Prior approval from the Superintendent or his/her designee must be obtained for Union Release Time. Union Release Time may be denied if suitable coverage cannot be obtained for the dates/times requested.
1. When a disciplinary or grievance meeting is held during working hours at the request of management, the employee/grievant and one Union delegate will be provided paid release time to attend the meeting.
 2. If contract negotiations are scheduled during regular working hours, the Union's team members shall be given paid release time to attend.
- I. Union Orientation. Employees will be oriented by the Executive Board member or his/her designee. By August 1, the Board shall notify the Executive Board member of all employees hired within the thirty (30) day period prior to the start of the new Board year. The Executive Board member or his/her designee shall meet with new employees and employees who have not been oriented for a period of up to one (1) hour without loss of pay. This orientation shall be within the first five (5) working days of the new Board year. The Executive Board member may meet and orient employees hired after the first five (5) day period above during a mutually agreed upon time when the children are not scheduled to attend.

Article 5 - Non-Discrimination

- A. The Board shall not discriminate in any manner relating to employment on the basis of race, color, creed, age, sex, disability, national origin, religion, union membership or lawful activity, sexual orientation or marital status. This includes a prohibition of sexual harassment. Any grievance occurring regarding discrimination may be handled pursuant to the grievance procedure.
- B. Whenever used in this Agreement masculine personal pronouns and feminine personal pronouns shall have equal application to the other unless the context otherwise indicates.

Article 6 - Labor Management Committee

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

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

Article 7 - Grievance Procedure

A. Definitions.

1. A “grievance” is an alleged violation, misinterpretation or misapplication of a specific article, section or provision, of this Agreement.
2. A “grievant” is a member of the bargaining unit or a group of bargaining unit members initiating a grievance. When more than one (1) member is part of a grievance, the grievance shall be signed by a member or members representing the affected group.

B. Steps of Grievance Procedure.

Step 1 – Informal Problem Resolution. Before filing a written grievance, an employee shall first make a responsible effort to discuss and resolve the grievance on an informal basis with her/his immediate supervisor.

Step 2 – Written Grievance. If the grievance is not resolved at Step 1, an employee may initiate a written grievance within fifteen (15) working days of the event giving rise to the grievance. The grievance shall be submitted to the appropriate Program Coordinator and shall contain a statement of the alleged facts upon which the grievance is based and shall reference the specific provision of the contract allegedly violated. The grievant shall have the right to request a hearing before the Program Coordinator. The grievant has the right to be accompanied by a Union Steward at Step 2 and throughout all subsequent Steps of the grievance process, as appropriate. The supervisor may likewise have a representation.

The Program Coordinator shall take action on the grievance within five (5) working days after receipt of said grievance, or if a hearing is requested, within five (5) working days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing by the Program Coordinator and sent to the grievant, the supervisor and the Executive Board member.

Step 3 – Appeal Process. If the grievance is not resolved at Step 2, the grievant may appeal the grievance to the Superintendent or designee, who shall not be the supervisor or Program Coordinator involved in Step 1 and/or Step 2, within five (5) working days after the receipt of the Step 2 response. The grievant shall have the right to request a hearing before the Superintendent or designee. If requested, the hearing shall be held within five (5) working days of receipt of the request or at a mutually agreed upon date.

The Superintendent or designee shall take action on the appeal within five (5) working days after receipt of said appeal, or if a hearing is requested, within five (5) working days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing by the Superintendent or designee and sent to the grievant, the Executive Board member, the supervisor and the Program Coordinator.

Step 4 - Arbitration. If the grievance is not settled in step three, the Union may submit the grievance to final binding arbitration by serving written notice of intent to arbitrate on the Superintendent or designee within fifteen (15) working days of receipt of the third step answer. In the event the grievance is submitted to arbitration, the arbitrator shall be selected from the arbitration panel attached here to as Appendix 3. The arbitration panel shall be mutually selected within thirty (30) days of the execution of this agreement. The arbitrator for any particular arbitration proceeding shall be selected in the same sequence in which the arbitrators are listed on the arbitration panel (alphabetically). The arbitrator's fees and expenses shall be shared equally by both parties.

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

The parties may agree on a case-by-case basis to submit a grievance to mediation or to expedited arbitration. If the parties agree to submit a grievance to mediation, they shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator. If the grievance is settled through mediation, the settlement shall be reduced to writing. The withdrawal of any grievance as the result of mediation shall also be done in writing. Any grievance not resolved through mediation must be submitted to arbitration within fifteen (15) working days of the final mediation meeting or it shall be withdrawn

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

time limit provided for herein may be extended by written mutual agreement of the parties.

The Union may submit a grievance at Step Three if the matter giving rise to the grievance was initiated by a person higher than the employee's immediate supervisor or Board coordinator, or if the grievance is filed on behalf of more than one employee.

Only the Grievance Forms set forth in the Appendix shall be used.

Article 8 - Seniority

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

Article 9 - Probationary Period

- A. The probationary period for all employees covered by this agreement shall be 120 calendar days. The seniority of employees retained beyond the probationary period shall be retroactive to the Employee's first day of work.

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

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

Article 10 - Evaluation and Personnel Files

A. Evaluations.

1. During the probationary period for each new teaching employee, the following evaluation process will be conducted:
 - a. The first of two observations shall be conducted no later than 30 days after the employee's first day of work.
 - b. The second of two observations will be conducted no later than 60 days after the employee's first day of work.
 - c. A summative evaluation will be conducted no later than 90 days after the employee's first day of work.
2. The performance of all other probationary employees shall be evaluated no later than 60 days after the employee's first day of work. In connection with this evaluation, the employees shall be made aware of any aspect of his/her performance which needs improvement.
3. All employees shall be evaluated annually. At the beginning of each year, all employees shall be provided a copy of the observation form and the evaluation form. The purpose of the evaluation is to assess work performance and attainment of standards, as well as to identify training and professional needs. Evaluation of teachers and teacher assistants shall consist of a minimum of two observations of at least 30 minutes each. The evaluation of teachers and teacher's assistants shall be based on these observations and any other material deemed relevant by the evaluator. A written evaluation shall be prepared for all employees, and the written evaluation shall accompany an in-person discussion between the employee and his/her immediate supervisor. Evaluations will be completed prior to May 31.
4. The written evaluation shall be signed by the employee and the supervisor after the discussion. The employee shall have the opportunity to make comments both verbal and written prior to signing the evaluation form. The employee's signature will only indicate the employee received and reviewed the evaluation. Employees will have fifteen (15) work days from the date of the evaluation conference to make written objections to their evaluation for inclusion in their personnel files. The employee shall receive a copy of the evaluation.
5. Evaluations shall not be considered a step of the progressive discipline process.
6. Any use of sick leave for bereavement purposes will be noted as such on evaluations, including the number of days used for this purpose.

B. Personnel Files.

Employees' official personnel files shall be kept by Human Resources. Employees may

examine their personnel file by appointment in the presence of the Superintendent or designee and may copy any document that is contained in the file. Materials may not be added to an employee's file without her/his knowledge.

Article 11 - Disciplinary Procedures

- A. Employees covered by this agreement may be disciplined, including suspended or terminated, for just cause. The Board will not act arbitrarily or capriciously in disciplining employees.
- B. Discipline will normally be administered progressively, with due regard for the severity of the violation. Progressive discipline shall take into account the nature of the violation, as well as the bargaining unit member's record of discipline. Serious offenses may warrant suspension or termination without regard to previous disciplinary action. Serious offenses, by way of example but not limitation, include sexual, physical or verbal abuse of a student, parent or other Head Start employee; possession, use or distribution on Board property or during work time of alcohol or illegal drugs; possession or use of a firearm on Board property; theft of Board or another employee's property; willful damage to or destruction of Board or another employee's property; falsifying records and documents; willful disobedience or insubordination.
- C. Forms of disciplinary action are:
 - 1. Verbal reprimand (first offense);
 - 2. Written reprimand (second offense);
 - 3. Suspension (third offense);
 - 4. Termination.
- D. Before a suspension or termination of an employee becomes effective, the employee shall be notified in writing of the reasons for the proposed disciplinary action and provided a hearing before the Superintendent or designee, at which the employee may respond to the proposed disciplinary action. At the Superintendent or designee's discretion, an employee may be taken out of service, without pay, until the hearing is held.
- E. An employee shall be entitled to Union representation at any meeting or hearing which may result in discipline being imposed or at which discipline is imposed. A copy of any disciplinary action shall be provided to the Executive Board Member or his/her designee.
- F. Except for probationary employees, an employee may appeal any discipline given to the grievance procedure.

Article 12 - Hours of Work

- A. The regular work week shall consist of 37 ½ actual hours worked per week, Monday through Friday. The normal work day for full-time employees will typically consist of 7 ½ hours of work. However, the Board reserves the right to determine actual hours of work based on program needs and Head Start Performance Standards. All actual hours worked up to 40 hours in a given work week will be compensated at the employee's regular hourly rate of pay. Any and all actual hours worked in excess of 37 ½ actual hours worked per week requires the explicit direction and approval of the employee's supervisor. All full-time employees will be provided with an unpaid thirty (30) minute meal period.
- B. Employees shall be paid at one and one-half the regular rate of pay for all hours actually worked over forty (40) hours in a work week. In order for overtime hours to be paid at the overtime rate, prior approval to work the overtime hours must be obtained from the immediate supervisor.
- C. The Board recognizes the effective operation of the program may occasionally require flexibility within daily work schedules. To allow flexible scheduling, all of the following conditions must be met:
1. Employees are required to fulfill the required number of actual hours worked per work week requirement, but may utilize a "flexible schedule" to deviate from his/her actual daily work schedule within any given week to accommodate the needs of the Board; and
 2. Any deviation from an employee's actual daily work schedule requires preapproval from the Superintendent or designee; and
 3. An employee must report any flexible scheduling via the Board's time card system; and
 4. All flexible scheduling must be reconciled via the time card system within any given work week.
- D. Calamity Days. Employees are expected to conform to the calamity day policy of the district or school within which the program is located. When the district or school to which an employee is assigned is closed due to a calamity, the employee will not be expected to report to work, with the following exception: if an employee is directed to report for a professional development activity at an alternative work location, and the location is open for business, the employee is expected to report to work.

If an employee is unable to report to work in the above situation, the employee must request the use of emergency personal leave, if available, or leave without pay.

Bargaining unit employees who are not required to report to work on a calamity day shall not suffer any loss of pay as a result of their work location being closed.

- E. Each Teacher and Assistant Teacher assigned to a five (5) day classroom shall be provided a minimum of three (3) hours of preparation time, two times a month, during their regular work day.

Article 13 - Vacancies and Assignments

- A. Vacancies. Whether to fill a vacancy shall be at the sole discretion of the Board.

When the Board has decided to fill a position that is vacant, the vacancy shall be posted for ten (10) working days using HCESC's internet posting system. The position posting shall include the date of posting, the deadline to apply for the position, the qualifications for the position, the location of the position, whether the position is full or part-time and the salary range for the position. An employee interested in a posted position shall submit a letter of interest by the deadline date to the contact designated in the posting.

The vacant position shall be awarded to the applicant who best meets the qualifications and experience required for the position. The seniority, attendance and performance of any bargaining unit employee who applies for a vacancy will be taken into account in filling the vacancy.

In the event a vacant position is awarded to a less senior employee or to an applicant who is not a current employee, the senior applicant(s) shall be informed in writing as to the reason(s) why the less senior or outside applicant was awarded the position.

A vacancy occurring during the summer months (June 1 - September 1) shall be filled in accordance with above criteria, but need not be posted. Notice of such summer vacancies will be sent to the Union President or designee, and provided by phone to any employee who calls about openings. Employees may apply for specific opening or may express interest by classification and location by submitting a letter in writing at any time over the summer. Employees who have given written notice on or before June 1 to the Superintendent or designee that he/she wishes to be considered for a vacancy occurring over the summer will be considered first for such vacancies.

- B. Assignments/Reassignments. The Board retains under this contract the sole authority and discretion to assign and reassign employees, except as such authority may be specifically limited by this contract. Assignment/reassignment shall be based on the staffing needs of the Board, but shall not be for arbitrary or capricious reasons, or in lieu of discipline.

In the event of an involuntary reassignment of a bargaining unit employee, the following criteria shall be considered:

- Seniority
- Previous involuntary reassignment(s)
- Attendance
- Performance

- Distance of reassignment site from current assignment site
- Instructional programming requirements and needs
- Overall financial and staffing needs of the program
- Other, as deemed appropriate by the Director and/or Board

When an involuntary reassignment is to occur the Director shall meet with the employee(s) to be reassigned to discuss the reason for the reassignment and the criteria used in making the decision. The employee may be accompanied by a Union representative to this meeting.

- C. Resignations. An employee who elects to resign shall notify the Board in writing at least two (2) weeks prior to the effective date of resignation. The Board may request employees to schedule an exit interview, or in the alternative, complete the exit survey.
- D. The Board shall make every effort to obtain a substitute for a classroom teacher who is absent.

Article 14 - Reduction in Force/Layoff Recall

- A. Layoff Policy. Employees may be laid off due to lack of funds, lack of work or a job abolishment. Layoffs shall be by classification. Employees shall be laid off within the classification effected on the basis of seniority.
- B. Layoff Procedure. No less than thirty (30) work days prior to the effective date of a layoff the Union and each employee to be laid off shall be given written notice of the lay off. The layoff notice shall state the reasons for the layoff, the effective date of the layoff and a statement advising of her/his recall rights. An updated seniority list shall be included.
- C. Recall Procedures.
 1. Laid off employees shall have recall rights for up to twenty-four (24) months from the last day of work. Recall shall be by seniority, with the most senior employee on the recall list qualified for the vacant position to be recalled first. An employee may refuse an offer to return to a non-comparable position (i.e., in terms of hours, classification, grade, or benefits) and remain on the recall list.
 2. If an employee accepts a recall to a position at a lower grade level than the position she/he was laid off from, she/he shall be paid at the rate of pay of the new position. She/He shall remain on the recall list for twelve (12) months from the date of call back and be eligible to be recalled back to her/his original grade/classification.
 3. The Board shall provide the Union designee with a recall list and copies of all notices of recall mailed to employees.

4. All seniority accumulated prior to layoff shall be retained and the recalled employee shall resume accumulated seniority upon her/his return to work. Seniority shall be lost when an employee retires, resigns, is employed in a non-bargaining unit position, is terminated, fails to accept a comparable, offered vacancy while on the recall list or otherwise leaves the employment of the Board.
5. The Board has fulfilled its responsibility herein by sending a written notice of a job vacancy to an employee on the layoff list by certified mail at the last address left by the employee with Human Resources. Unclaimed, refused or non-deliverable notices as well as failure to respond within fourteen (14) calendar days from the date of the mailing shall constitute refusal of the recall.
6. No new staff members shall be hired until all staff members on layoff who are qualified for the available position and desire to return to work have been recalled.

Article 15 - Job Descriptions

The Board shall have the authority to determine the job descriptions for all job classifications included in the bargaining unit covered by this contract. The Union shall be furnished a copy of each such job description. Prior to the Board making a change in the job description for any classification, the Board shall notify the Union and provide the Union with the proposed change, and provide the Union with the opportunity to discuss the change, prior to the change becoming effective.

Article 16 - Holidays

A. The following days shall be paid holidays:

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

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

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

C. In order to be eligible for holiday pay, an employee must work the employee's last

regularly-scheduled work day before the holiday and the employee's first regularly scheduled work day following the holiday unless excused due to injury or illness, or on an approved paid leave.

- D. An employee required to work any of the paid holidays shall be entitled to regular holiday pay, plus the applicable straight time and/or overtime rate for all hours worked.
- E. In the event a new federal or state holiday is created during the term of this agreement, the parties shall negotiate with respect to its inclusion as a paid holiday under this agreement.

Article 17 - Vacations

Employees with a 12-month contract (261 days or more) shall be entitled to paid vacation benefits as described below. Employees employed for less than 261 days are not entitled to paid vacation.

- A. After 1 year of continuous service.....2 weeks
- B. After 10 years of continuous service.....3 weeks
- C. After 20 years of continuous service.....4 weeks

For the purpose of this article, years of service shall include employment by the Board and/or Hamilton County Educational Service Center.

Article 18 - Paid Leave

Sick Leave.

- A. Each employee covered under this agreement shall accrue a maximum of fifteen (15) days sick leave with pay per year which shall be credited at the rate of one and one-quarter days per month for full time employees. Accrual rates will be pro-rated for part time employees. Employees may accumulate sick leave to a maximum of 220 days.
- B. A new employee who, preceding their employment by the Board, has been in the employ of another Ohio public sector employer shall be credited with the unused balance of accumulated sick leave from that employer to a maximum of 220 days.
- C. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
- D. For purposes of sick leave usage, an employee's immediate family shall include spouse, children mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children, and domestic partner.

- E. In order to qualify as paid sick leave, an employee must notify his/her immediate supervisor of the need for sick leave no later than one and one-half (1 ½) hours prior to the start of the employee's work day. The employee must report his/her absence, using the Employee Absence Reporting System (EARS), no later than 9:00 a.m. on the date of the absence.
- F. An employee requesting the use of paid sick leave and/or using paid sick leave for three (3) days or more may be required to furnish a doctor's statement or other appropriate documentation to justify the use of such sick leave.
- G. Abuse of sick leave may be grounds for disciplinary action up to and including termination.

Personal Leave.

- A. Full time employees covered by this agreement shall accrue a maximum of three (3) days of personal leave, with pay year (August 1 - July 31). Employees hired between January 1 and April 30 shall be entitled to two (2) personal days; employees hired after April 30 will be eligible for one (1) day. Such leave shall not accumulate from year to year.
- B. Personal leave is to be used for the purpose of transacting business or attending affairs or problems of a personal nature which cannot be scheduled or attended to outside the employee's work hours.
- C. Except in the case of an emergency, personal leave cannot be used to extend a holiday, vacation period, or any other leave period, or within five (5) school days of the beginning or end of the school year, except with the approval of the Superintendent or designee.
- D. During the school year, a maximum of ten (10%) percent of the employees at any one location may be on personal leave on the same day. If more than one employee at a location requests personal leave on the same day, the leave will be granted on a first come first serve basis. The ten (10%) percent limitation may be waived by an employee's immediate supervisor in the event of an emergency.
- E. Except in cases of emergencies, a request to take personal leave must be made in writing on the appropriate form to EARS at least three (3) days prior to the date of which the leave is requested. Personal leave must be approved in advance in order for it to qualify as personal leave.
- F. If an employee must request emergency personal leave, the employee must notify his/her immediate supervisor no later than one and one-half (1 ½) hours before the employee's scheduled start time of the absence and the reason for requiring emergency personal leave. Emergency personal leave absences must be entered by the employee into EARS no later than 9:00 a.m. on the day of absence. In situations of extreme emergency, whereby the employee cannot report an absence within this timeframe, he/she must notify his/her supervisor. The supervisor will then enter the absence on the employee's behalf.

- G. All personal leave not used by the end of the current school year (defined as June 30th of each year) will be added to the employee's sick leave to the extent that the addition does not cause the total sick leave to exceed 220 days.

Assault Leave.

- A. An employee who is physically assaulted while performing his/her work duties which results in the employee being unable to perform his/her duties will be entitled to assault leave. Said leave shall be for a maximum of twenty (20) calendar days per year. Assault leave shall not be chargeable to sick leave or any other leave, and shall be at no loss of pay. Assault leave shall not be accumulative.
- B. In addition to a full disclosure of the circumstances surrounding the assault, medical verification of the employee's disability to perform his/her duties must be furnished to the Superintendent or designee for all assault leave requests of more than one (1) day.
- C. After three (3) consecutive days of assault leave, the Superintendent or designee shall have the right to require the employee to submit to a medical examination by a physician of the Board's choice. The Board shall pay full cost of such an examination.

Jury Duty.

Employees covered by this agreement will be released from work with pay for jury service or to serve as a witness on behalf of the Board.

Article 19 - Unpaid Leaves of Absence

- A. Child Care Leave. The Board shall grant child care leave for an employee to care for a newly born infant or for the adoption of a child who is under five (5) years of age, for a period of up to twelve (12) months. This leave shall be unpaid, without accrual of paid leave and without insurance benefits, except that the employee shall be given the opportunity to remain on the group insurance plans by paying the Board the monthly premium. This leave is in addition to FMLA leave and sick leave for maternity purposes.
- B. Medical/Educational Leave.
 - 1. Upon request, and with the approval of the Superintendent, or designee, an employee may be granted a leave absence without pay for a period of not more than one (1) year for educational or professional or other purposes, and shall be granted such leave for up to two (2) consecutive years where illness or other medical disability is the reason for the request. The request shall state the reason for the requested leave, the date the leave is to begin and the date the leave is to end.
 - 2. An employee may be required to provide adequate medical documentation if the reason for the leave is illness or other medical disability.

3. An employee returning from leave of absence granted pursuant to this provision is subject to reassignment within the same classification by the Superintendent or designee.
4. An employee who is on a leave of absence pursuant to this provision shall be entitled to continue to be covered by the Board's group health insurance plans provided the employee pays the premium for those plans which she/he wishes to maintain thirty (30) days in advance of the due date of the premium.

C. Family and Medical Leave. Employees are eligible for twelve (12) weeks of unpaid, job protected leave coverage under the Family and Medical Leave Act if they have worked for the Board for at least one (1) year and have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months. Health benefits will be maintained during FMLA leave. The employee will be required to pay the co-pay portion of the health benefits. The qualified reasons for the leave are:

1. To care for the employee's child after birth.
2. To care for a child placed with the employee for adoption or foster care.
3. To care for a spouse, son, daughter, or parent with a serious health condition.
4. Due to an employee's own serious health condition that makes the employee unable to perform the functions of her/his position.
5. Any qualifying exigency (as defined in applicable federal regulations) arising out of the fact that an employee's spouse, son, daughter, or parent is on covered active duty in the Armed Forces ("Qualifying Exigency Leave"). Covered active duty means duty during deployment with the Armed Forces to a foreign country. Additional rules for eligibility and benefits apply. The employee is directed to contact Human Resources for additional information.

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

Employees requesting FMLA must use accrued paid leave concurrently with the twelve (12) week unpaid leave.

D. Union Leave. At the request of the Union, a leave of absence for up to, but not more than, one (1) year without pay, may be granted to a bargaining unit employee selected for Union office, employed by the Union or performing another function on behalf of the Union. The Union agrees that an employee shall not perform any work directly related to the representation of the bargaining unit covered by this agreement.

Article 20 - Health and Safety

- A. It is the responsibility of the Board to provide clean, safe and healthful working conditions equipment and work methods for its employees. It is the responsibility of employees to bring observed potential hazards to the attention of their supervisors or facilities coordinator and to follow all health and safety regulations.
- B. On-going health and safety issues may be brought to the Labor Management Committee for study recommendation. If the Labor Management Committee determines the need for a study of the issue, such study may be documented. The documentation may include the nature of the issue, findings of the investigation, recommended corrective actions, and a conclusion.
- C. The Head Start Program shall pay the cost of any criminal background check needed to maintain employment at Hamilton County Early Learning Center for those employees in the bargaining unit who have been employed by the Board for a minimum of five (5) years as of the date the criminal background check is required.

Article 21 - Employee Development

- A. The Board is committed to providing opportunities for employees to continue their education and training to qualify them for higher positions within the Board and to increase the quality of service provided to children and families.
- B. In-Service Training. Such in-service training as required by federal and state performance standards will be provided by the Board. Such training shall take place during regular working hours and shall be paid as such.
- C. Professional Development Opportunities. If the Board receives funds specifically designated for employee development, it shall notify the Union and meet with the Union to discuss how such funds shall be utilized.

Article 22 - Retirement

- A. Employees participate in Ohio School Employees Retirement Systems (SERS), with pre-tax contributions made by both the Board and the employee at the contribution rate established by SERS.
- B. SERS Reduction Pick-Up.

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

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

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

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

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

C. Severance Pay.

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

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

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

Article 23 - Travel/Expense Reimbursement

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

Article 24 - Insurance

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

- A. The Board shall provide health and dental insurance to full time employees covered by this contract through the health and dental insurance plans provided through the Greater Cincinnati Insurance Consortium. During the term of this contract the Board shall pay towards the cost of the monthly premiums for such insurance as follows:
 - 1. 75% of the single and family health insurance premiums;
 - 2. 100% of the dental insurance premiums
- B. The Board shall provide, at no cost to the employees, a minimum of \$10,000 worth of term life insurance to all employees, plus an amount equal to \$1,000 per each \$1,000 in salary over \$10,000. Additional low-cost supplemental life insurance coverage may be purchased by the employee and include spouse and dependent, if such supplemental insurance is available through the insurance company.
- C. The Board shall provide the Union at least thirty (30) days' notice of any changes in the insurance coverage provided and/or the monthly premiums.
- D. Employees are eligible to participate in the HCESC's Section 125 Flexible Benefit Plan as offered by the Board.
- E. During the first five years of employment Head Start shall provide to employees covered by this contract, at no cost to the employee, the disability insurance provided through the Greater Cincinnati Insurance Consortium. Once an employee has completed five years with Head Start, any disability benefits shall be as provided under the School Employees Retirement System.
- F. Employees who are under contract on a "part-time" basis will receive the Board contributions for benefits at a reduced pro-rata amount which reflects the percent of a full work year actually worked. For example, a part-time employee employed in a half-time position will receive a Board contribution towards dental insurance equal to one-half of the amount which the Board contributes towards the dental premium for a person who is employed in a full-time position.

In addition, the Board shall contribute to only one health insurance plan and one dental insurance plan for a family where a husband and wife are both employed by the Board. However, a husband and wife do have the option to take separate single health insurance plans.

All insurances provided pursuant to this contract shall be subject to the conditions of the insurance provided by the Greater Cincinnati Insurance Consortium. If there is any change in the insurance coverages provided through the said consortium, this section may be reopened for negotiations.

Article 25 - Wages

- A. The annual salary of employees covered by this agreement shall be determined by the salary schedule attached hereto as Appendix 1.
- B. In the event an employee is required to work additional days beyond the days specific in the salary schedule for the employee's classification, the employee shall be paid his/her daily rate for each such additional work day.
- C. All new employees shall be hired at the lowest applicable base salary for his/her classification as listed in Appendix 1.
- D. An employee who has been temporarily assigned to a position other than his/her regular position will not lose any pay should the position be at a lower rate of pay. If the position to which the employee has been assigned is regularly paid at a higher rate of pay, then the employee shall receive the greater of the entry rate for the position, or a 5% increase over the employees' regular rate of pay, after being assigned to the position for five (5) consecutive days.
- E. The Board will notify the Union within five (5) working days of receipt of any written notification from the Grantee regarding quality funds and/or COLA allocations applicable to fiscal years 2012, 2013 and 2014. The parties will then immediately commence negotiations for wage increases for bargaining unit employees for these fiscal years. All negotiated wage increases shall be effective August 1, 2012 or August 1, 2013, unless the parties agree to an different implementation date during the applicable year.

Article 26 - No Strike

- A. The Union agrees that during the term of this Agreement, neither it nor its officers, agents or representations will authorize, cause, instigate, condone, participate in any work stoppage, sit down, strike, slowdown, sympathy strike, refusal to cross any picket line, boycott or any other location which may interrupt or interfere with any of the operations of the Board.
- B. No employee, during the term of this Agreement, shall authorize, cause, instigate, condone, participate in any work stoppage, sit down, strike, slowdown, sympathy strike, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with any of the operations of the Board.

- C. In the event of any violation of Section 1 or 2 above, the Union agrees it will immediately take all affirmative steps with the employees involved to correct the violation and to bring about an immediate resumption of the operations of the Board.
- D. Any violation of this Article by any employee shall constitute just cause for the immediate suspension and/or discharge of the employee by the Board.
- E. At no time during this term of this Agreement will the Board lock out employees covered by this Agreement.
- F. The no strike provisions of this article shall not apply to interim negotiations conducted in accordance with any provision of this contract. With respect to such negotiations, employees shall have the right to strike in accordance with Chapter 4117 of the Ohio Revised Code.

Article 27 - Duration

This contract shall become effective July 1, 2011, and will remain in effect through June 30, 2014.

**HAMILTON COUNTY
EDUCATIONAL SERVICE CENTER
GOVERNING BOARD**

**SERVICE EMPLOYEES INTERNATIONAL
UNION, DISTRICT 1199**

By: Barbara A. Parry
President

By: [Signature]

By: [Signature]
Treasurer

By: President

By: _____

**Hamilton County Educational Service Center
 Early Learning Program - Head Start
 SEIU Bargaining Unit Salary Schedule
 Effective 08/01/11 through 07/31/12**

Position	# of Days	Salary Range:		Daily Rate:		Hourly Rate:	Hourly Rate:
		Min.	Max.	Min.	Max.	Min (Based on 7.5 working hours per day)	Max (Based on 7.5 working hours per day)
<i>Instructional Staff</i>							
Teacher Assistant	194	\$16,934	\$20,702	\$87.29	\$106.71	\$11.64	\$14.23
Head Teacher	194	\$24,820	\$32,709	\$127.94	\$168.60	\$17.06	\$22.48
<i>Program Support Staff</i>							
Cook I	194	\$16,934	\$20,702	\$87.29	\$106.71	\$11.64	\$14.23
Data & Communication Assistant	230	\$23,139	\$28,589	\$100.60	\$124.30	\$13.41	\$16.57
Recruitment Intake Asst.	230	\$25,361	\$31,559	\$110.27	\$137.21	\$14.70	\$18.30

Initial placement on Salary Schedule shall be determined by the Superintendent or Designee with consideration given to previous work experience (Add \$100 per year of documented prior experience up to a maximum of \$500), education level, as indicated below, and certification / license held.

Child Development Associate Certificate (Applicable for Teacher Assistants only): Will add \$500 to schedule upon approval of Superintendent, effective January or August of calendar year, with salary prorated as appropriate, upon receipt of all required documentation and credentials.

Bachelor's Degree: Will add \$1500 to salary upon approval of Superintendent, effective January or August of calendar year, with salary prorated as appropriate, upon receipt of all required documentation and credentials.

Board Adopted: 9/21/2011

GRIEVANCE FORM

Grievance No. _____ Date Filed _____

Grievant(s) Name _____ Position / Job Title _____

Building / Work Site _____ Immediate Supervisor _____

Individual Grievance _____ Association Grievance _____

STEP 1

Have you discussed this with your immediate supervisor? ____ Yes ____ No

Date of Informal Step 1 Meeting _____

STEP 2

1. Identify the specific articles, sections or provisions of the Collective Bargaining Agreement that are alleged to have been misapplies, misinterpreted or violated: _____

2. Describe the act or actions which you allege constitute a misapplication, misinterpretation or violation of the Collective Bargaining Agreement: _____

3. Date the act or actions described in paragraph 2 above occurred: _____

4. Remedy requested: _____

Grievant's Signature

Date Submitted to Program Coordinator

Program Coordinator Signature

Date Received by Program Coordinator

DISPOSITION

Program Coordinator Signature

Response Date

STEP 3

I hereby request that my grievance be forwarded to Step 3.

Grievant's Signature

Date

Hearing Requested: _____ Yes _____ No

Presented to Superintendent / Designee:

Superintendent / Designee Signature

Date

Disposition by Superintendent / Designee: _____

Superintendent / Designee Signature

Response Date

STEP 4

I hereby request that my grievance be submitted to binding arbitration.

Grievant's Signature

Date

ARBITRATION PANEL

1. Frank Keenan
2. John J. Murphy
3. David Stanton
4. William Heekin
5. Bruce B. McIntosh