

# *AGREEMENT*

*BETWEEN*

*BUTLER COUNTY CHILDREN'S CENTER, INC.*

*doing business as*

*EARLY LEARNING CONNECTIONS*

*AND*

*EARLY LEARNING CONNECTIONS*

*EDUCATION SUPPORT PROFESSIONALS,*

*formerly known as*

*BUTLER COUNTY DAY CARE EDUCATIONAL SUPPORT*

*PERSONNEL ASSOCIATION*

**September 1, 2021 – August 31, 2026**

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## ARTICLE I

### Recognition

The Board of Directors of **BUTLER COUNTY CHILDREN'S CENTER, INC. dba EARLY LEARNING CONNECTIONS**, hereinafter referred to as "Employer", recognizes the **EARLY LEARNING CONNECTIONS EDUCATIONAL SUPPORT PROFESSIONALS, ESPA/PSEA/NEA formerly known as BUTLER COUNTY DAY CARE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, ESPA/PSEA/NEA**, hereinafter referred to as "Association", as the exclusive representative for all full-time and regular part-time employees in the bargaining unit certified by the Pennsylvania Labor Relations Board PERA-R-81-445-W and dated November 18, 1981 and all amendments thereto, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

A. All full-time and regular part-time professional and non-professional employees, including but not limited to, Assistant Group Supervisor, Group Supervisor, Aide, School Age Group Supervisor, Infant Toddler Team Leader, Infant Toddler Team Assistant, Home Based Visitor, Head Teacher, Assistant Teacher, Floating Aide, Family Service Worker, Fiscal Assistant, Program Operations Assistant, Site Assistant, Lunch Carrier, Bus Monitor, Bus Driver for Head Start, Cook, Assistant Cook, Custodian, Resource/Referral Receptionist, Client Service Specialist, Repair Maintenance Person and Enrollment Specialist, and excluding management level employees, supervisors, first-level supervisors, confidential employees and guards as defined in the Act.

B. Types of Employees

1. Full-time employees are those regularly employed thirty (30) hours or more per week. They are eligible to qualify for all contract benefits in accordance with the eligibility provisions of Article XXIII, XXVI, XXVII, XXVIII, XXIX, and XXX.
2. Regular part-time employees are those employed less than thirty (30) hours per week. They are eligible for only such statutory benefits as required by law.
3. Temporary employees and substitute teachers are excluded from coverage under this Agreement. A temporary employee is defined herein as any person who is hired as a replacement for a bargaining unit member on an approved Leave of Absence, persons hired for the summer or other seasonal periods, or persons hired for short ascertainable periods of time.

## ARTICLE II

### Grievance Procedure

#### A. Definitions

1. **Grievance** A “grievance” is hereby defined as an alleged violation filed by an employee or employees regarding the meaning, interpretation, or application of any provision in this Agreement.

2. **Aggrieved person**

An “aggrieved person” is the person or persons making the claim.

#### B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. **Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The limits specified may, however, be extended by mutual written agreement.

2. **Level One – Immediate Supervisor**

An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or with the Association’s designated representative, with the objective of resolving the matter informally within fourteen (14) workdays of its occurrence, or first knowledge thereof.

3. **Level Two – Chief Executive Officer**

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within (6) workdays after the presentation of the grievance to the Immediate Supervisor, the Association may present the grievance in writing to the Chief Executive Officer provided it does so within ten (10) workdays of the grievance being delivered

to the Immediate Supervisor. The written grievance shall state the complaint and the Articles of the Agreement, which the employee feels, have been violated.

4. **Level Three – Arbitration**

- a. If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) workdays after the grievance was delivered to the Chief Executive Officer, the Association may, within fifteen (15) workdays after the grievance was delivered to the Chief Executive Officer, submit in writing to the Chief Executive Officer the Association's intent to submit the grievance to arbitration.
- b. Within ten (10) workdays after such written notice of submission to arbitration, the Employer, or its designated representative, and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, a request for a list of arbitrators may be made to the Bureau of Mediation by either party. The parties shall then be bound by the rules and procedures of the Bureau of Mediation in the selector of an arbitrator.
- c. The arbitrator so selected shall arrange meetings with the representatives of the Employer and the Association and hold hearings promptly. The arbitrator's decision shall be in writing. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding on the parties.
- d. The costs of the services of the arbitrator, including per diem expenses, if any, actual and necessary travel, and subsistence expenses shall be borne equally by the Employer and the Association, any other expenses incurred shall be paid by the party incurring same.

D. **Rights of Employee's Representative**

1. **Employee and Association**

Any aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by designated representative(s) selected or approved by the Association.

2. **Reprisals**

No reprisals of any kind shall be taken by the employer or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. An employee, upon request, may have an Association representative at any meeting or hearing which may result in the loss of compensation or may adversely affect the continuation of their employment. An employee may invoke this right prior to the filing of a grievance.

F. **Group Grievance**

If, in the judgment of the Association a grievance affects a group or class of employees with different immediate Supervisors, the Association may submit such grievance in writing directly to the Chief Executive Officer. The processing of such grievance shall be commenced at Level Two.

**ARTICLE III**

**Management**

Except as otherwise specifically provided herein, the Employer, in its discretion, possesses their right to manage all operations, including the direction of the work force, not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring and promotion, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations, the right to determine schedules of work, the right to subcontract work, together with the right to determine methods, processes and manner of performing work, the utilization of technology, the organizational structure and selection of personnel. However, in the exercise of such rights the Employer shall not discriminate against any employee because of membership in or legitimate activity on behalf of the Association.

## ARTICLE IV

### Just Cause

#### A. Discipline

No employee shall be demoted, disciplined, or discharged except for just cause. A layoff for lack of work or funds in accordance with the procedure set forth in the seniority provision (Article VI), including the reduction in rank or compensation as a consequence thereof, is not a discharge, disciplinary measure, or demotion within the meaning of this Article. Any disciplinary measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

#### B. Discharge

The Association shall have the right to take up a discharge as a grievance at the Third Level of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

C. In resolving disputes involving employee discipline or dismissal under this agreement the arbitrator has the authority to vary the penalty or the discipline imposed by the Employer.

## ARTICLE V

### No Strikes/No Lockouts

#### A. No Strike

The Association and the employees agree that during the term of this Agreement, they will not cause, encourage, participate in support of, or honor any strike, sympathy strike, work stoppage, picketing, slowdown or other interruption of or interference with the operations of the Employer. The Employer shall have the right to discipline or discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

#### B. No Lockouts

The Employer agrees that it will not lockout its employees during the term of this Agreement. It is understood that a "lockout" means a voluntary cessation of operations of the Employer to prevent employees from working in order that they might accede to an Employer proposal. However, it is also

understood that a “lockout” does not apply in the following types of circumstances: partial or total shutdown because of lack of funds, facility problems, inclement weather, operational changes, excessive absenteeism, or the implementation of individual or group discipline.

## ARTICLE VI

### Seniority

#### A. Definitions

##### 1. Seniority

Seniority means an employee’s length of continuous service with the Employer since his/her last date of hire. In the event two (2) or more employees began work on the same date their seniority rank shall be determined by lottery, and the highest count on the roll of two (2) dice shall determine the more senior employee.

Any employee hired as a result of the Employer assuming the operations of the Armstrong County Community Action Agency (ACCAA) shall be placed on the end of the Seniority List, as of August 1, 2020, in the order of their seniority with ACCAA.

For the purposes of transfers, layoffs, bumping and recalls, the locations formerly known as the Butler County Children’s Center locations and ACCAA locations shall be deemed to have separate seniority lists.

##### 2. Original Probation Period

New employees shall be added to the seniority list after sixty (60) days worked subsequent to their date of hire; until that time they shall be considered probationary employees, and the Employer shall have the right to terminate them, which is not subject to challenge in the grievance procedure. An employee will be eligible to qualify for benefits at the beginning of the month following the completion of the probationary period, except for retirement benefits, which coverage is applicable after one (1) full year of employment and completion of 1000 hours. Entry into the plan is January 1 and July 1 of each year.

##### 3. Seniority Lists

On April 1<sup>st</sup> of each year, the Employer shall post the seniority list showing the continuous service of each employee on the Employer’s website. A copy of the seniority list shall be e-mailed to the

Association when it is posted. The Employer shall provide the Association an updated bargaining unit roster on a monthly basis via email.

4. **Breaks in Continuous Service**

An employee's continuous service record shall be broken by voluntary resignation, layoff in excess of two (2) years, discharge for just cause, retirement, failure to report upon two (2) weeks notice of recall from layoff, failure to report at the end of an approved leave of absence, and a two (2) year absence from work because of a non-job related sickness or injury.

B. When an employee is promoted to a supervisor's position, his or her seniority in the bargaining unit shall be frozen. When the supervisor returns, if he or she returns, his or her seniority will resume from the date he or she left the unit.

C. **Application**

1. Seniority shall be used only for the purpose of determining the length of vacation entitlement as provided for in Article XXVIII, for determining the order of layoff and recall within job classifications as set forth below, and for promotions under the provisions of Section E below and site requests under Article XI, Section B.

2. In any reduction of the number of employees, the employer shall have the sole discretion to determine the job classifications and the number of employees within those classifications that will be reduced. Between those employees in the same job classification, layoffs and recalls shall be made in accordance with their seniority. An employee selected for layoff from a job classification due to insufficient seniority may elect, within five (5) working days of the notice of layoff, either to displace a less senior employee in any job classification in his or her Job Grouping which has the same or lower hourly rate or to displace a less senior employee in any job classification in the Child Care/Head Start Support Staff, and clerical Job Groupings provided the senior employee is qualified and capable of immediately performing the work without any instruction or training.

3. The Employer will give first consideration to present employees who apply for Summer Fun Program positions. Where between two (2) or more employees or applicants interviewing for the position have the qualifications, ability, experience, physical fitness, and job performance that are equal, the length or seniority, as defined above in Section A, shall determine who shall receive the position. The Employer shall be the sole judge to any question as to the equality of the employee's qualifications, ability, experience, physical fitness and job performance.

Employees selected for Summer Fun Program positions shall be paid a rate set by the Employer and shall not accrue benefits while working in said capacity.

- a. The established job groups are those set forth in Appendix "A".
- b. If an employee exercises his or her bumping rights, the employee shall be paid at the rate for the bumped-into job classification in accordance with his or her seniority with the employer.
- c. Employees scheduled for temporary or seasonal layoffs shall not be permitted to "bump" other employees. All other layoffs shall be in accordance with Article VI Seniority C. Application 2.

D. **Posting of Vacancies**

All vacancies in bargaining unit positions or newly created bargaining unit positions that the Employer decides to fill shall be e-mailed to all Employees at least five (5) days prior to the Employer filling the position with someone from outside the bargaining unit. Any member of the bargaining unit who applies for the opening and who meets the minimum qualifications for the position shall be interviewed before the Employer hires anyone outside the bargaining unit. Upon request, all applicants will receive a job description of the opening.

E. **Promotions**

1. Promotions may be made when the Employer either establishes a new bargaining unit position or determines that an existing bargaining unit vacancy is to be filled. The Employer shall give first consideration to present employees who bid for promotion (defined as a selection for a position with a higher hourly rate of pay at entry level) before hiring new employees to fill such vacancies. Where between two (2) or more employees or applicants interviewing for the promotional vacancy the qualifications, ability, experience, physical fitness, and job performance are equal, the length of seniority, as defined above in Section A, shall determine who shall receive the position. The Employer shall be the sole judge to any questions as to the equality of employee's qualifications, ability, experience, physical fitness, and job performance.
2. When an employee is promoted pursuant to Section E. 1 above, the employee shall receive an immediate increase, whichever is greater in salary rate, either:
  - a. To the Hiring Salary Rate for the position, **OR** the current salary plus sixty (60%) percent of one month's salary of the starting rate of the new position.

3. Employees who are promoted from one bargaining unit position to another bargaining unit position will be considered promotion-probationary employees. This probationary period will begin when the new position begins and last for sixty (60) days worked. Within that time frame, the Employer shall evaluate the work of the employee. If the employee receives two unsatisfactory ratings from his/her supervisor and from the Chief Executive Officer, the Employer has the right to return the employee to the previous position at the previous wage. The employee's seniority will not be affected by this provision. In addition, an employee may elect to return to his/her former position during said sixty (60) day period.

F. **Subcontracting**

The Association recognizes the Employer's right to purchase goods, services and programs from any source. The Employer recognizes its responsibility to give consideration to the job stability of bargaining unit employees as one of the factors in reaching such decisions, and consequently such decisions will not be made for the purpose of laying off bargaining unit employees.

## ARTICLE VII

### **Discrimination and Coercion**

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the Association or Employer against any employee because of Association membership or lack of it, or because of any employee's activity in an official capacity on behalf of the Association, or for any other cause. The Association recognizes its responsibility as bargaining, and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## ARTICLE VIII

### Evaluations, Observations and Personnel File

#### A. Evaluations

Evaluations of employees shall be based on ongoing observations of the work performance and shall be conducted openly and with full knowledge of the employee. At least one (1) formal performance evaluation of teaching employees shall be made each year. Teaching staff shall be given any written report of any observation if one is prepared by his/her immediate supervisor. Such copy will be provided not later than ten (10) working days after the observation. A mutually agreeable conference date and time to discuss the observation will be scheduled as soon as possible.

Each employee will receive a copy of his/her formal performance evaluation. The employee shall have the right to submit a written response to the formal performance evaluation which shall be attached to the file copy. No report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank formal performance evaluation form.

#### B. Personnel File

Employees shall have the right upon request to review the contents of their personnel file and to receive one (1) copy per year of any document contained therein with the exception of information needed for a grievance, arbitration, or a hearing before the Pennsylvania Labor Relations Board. The cost of any duplication will be ten cents (\$.10) per page. Said employees shall be entitled to have a representative of the Association accompany them during such review.

Beginning April 15, 1987, pre-employment files will be set up for employees. The file will contain references, applications and interview information. Employees hired after April 15, 1987, will not have access to this information.

## ARTICLE IX

### Safe Working Conditions

When, for justifiable reasons, an employee deems a physical working condition to be unsafe, the Employer will investigate it, and if deemed necessary, will make every effort to correct it.

With respect to safety issues related to student behavior, the Employer agrees to follow the Positive Behavior Management Guidance, Policy ED-01-110.

## ARTICLE X

### Employee Facilities

If permitted by either law or by the owner of the property, the Employer shall provide a rest area for employees. The Employer shall also provide head teachers and group supervisors with a secured area for children's files at the teacher's work site.

## ARTICLE XI

### Notification of Assignment

- A. By May 1<sup>st</sup> of each year, each teaching employee shall submit a request to his/her supervisor indicating the preferred building site location and the name(s) of classroom staff with whom they would like to work during the next year.
- B. The once-a-year building site assignment request of Head Teachers and Group Supervisors who have five or more years seniority and have completed three years or more in their current position will be granted barring unusual circumstances. The once-a-year building site assignment request of Assistant Teachers and Family Service Workers who have five or more years seniority and have completed three years or more in their current position will be considered in the following year's assignments.
- C. The once-a-year building site assignment request of teaching staff will be considered and, if practicable, assignment will be made as requested. Seniority status will be the first criteria considered in making assignments.

- D. Each teaching employee shall be given written notice not later than August 1<sup>st</sup> of next year's assignment. Such notice shall specify the building, age level, and classroom area to which the employee will be assigned, subject to possible change if unusual circumstances arise.

## ARTICLE XII

### Mail

All mail delivered to Employer, which is correctly addressed by name and position title currently held by an employee shall be delivered to said employee. Mail marked personal and confidential will be delivered unopened to the named employee.

## ARTICLE XIII

### Notice of Meeting With Professional Employees

When possible, a twenty-four (24) hour notice of a formal meeting with professional employees will be given.

## ARTICLE XIV

### Printing the Agreement

The Employer takes responsibility for typing the Contract and providing the Association with two (2) copies to be duly executed. The Employer will provide copies to new hires and non-Association employees. The Association will provide copies to Association members.

## ARTICLE XV

### Separability

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XVI**

### **Statutory Savings**

Nothing contained herein shall be construed to deny or restrict any employee such rights as may exist under federal and state laws affecting hours, terms, and conditions of employment. The rights granted to employees hereunder shall be deemed to be in addition to those provided in the aforementioned laws. However, this provision shall not be interpreted to incorporate any laws or regulations dealing with Child Care, Pre-K and Head Start Programs.

## **ARTICLE XVII**

### **Complete Agreement**

- A. This Agreement represents the sole and complete agreement between the parties and supersedes all agreements, understandings, and practices in effect prior to the date of this Agreement, whether the same were based on implication, written or oral agreements, or other factors.
- B. Upon mutual agreement, the parties may modify in writing this Agreement.

## **ARTICLE XVIII**

### **Association Membership**

- A. An employee shall have the right to join or refrain from joining the Association.
- B. All employees who are members of the Association shall remain so in accordance with the terms of the Membership Agreement with the Pennsylvania State Education Association.
- C. Upon hiring any new employee covered by this Agreement, the Employer shall provide, within 10 business days, the name, job title and work location of the new hire to an officer or PSEA staff person designated by the Association.

## **ARTICLE XIX**

### **Dues Deduction**

- A. The Employer shall deduct Association dues from the wages due on the first two pay of each month of all members of the Association who individually and voluntarily give the Employer written authorization to do so and the Employer shall forward dues to the Association on or before the thirtieth (30<sup>th</sup>) of each

month. Such written authorization shall be irrevocable as long as the employee is a member of the Association. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Association dues from an employee's pay. The Association assumes full responsibility for the disposition of money so deducted once it has been turned over to the Treasurer of the Association in a sealed envelope.

- B. Authorization to deduct Association dues shall be made on a form provided by the Association, which shall read as follows: "I hereby authorize EARLY LEARNING CONNECTIONS, formerly known as the BUTLER COUNTY CHILDREN'S CENTER, INC. to deduct payment for Association dues from my paycheck. Such deduction will be made from the first two monthly paychecks. This authorization will remain in effect unless cancelled in writing."

## **ARTICLE XX**

### **Association Use of Work E-mail**

The Association may use work e-mail to communicate with bargaining unit members for the limited purposes of introductions when hired and scheduling union meetings. No such material shall be posted and or mailed which is profane, obscene, defamatory, or derogatory of the Employer, its employees or any individual or be used for any political materials. The Local President and/or officers shall be held accountable for the adherence to this provision. The Association agrees to provide Employer with a list of officers and to update this list when changes occur.

The Employer shall provide the Association an updated bargaining unit roster on a monthly basis via email.

## **ARTICLE XXI**

### **Mail Facilities**

The Association may use the inter-office mail facilities to send Association mail. No such material shall be mailed which is profane, obscene, defamatory, or derogatory of the Employer, its employees or any individual. The Local President and/or officers shall be held accountable for the adherence to this provision.

## ARTICLE XXII

### Wages and Benefits

- A. **Wage Schedule** Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A; and the attached wage schedule shall be considered a part of this Agreement.
- B. When a position not listed on the wage schedule is established, the Employer may designate a job classification and create structure for the position. In the event the Association does not agree that the classification and rate are proper, the Association shall have the right to submit the issue as a grievance at Level Two of the grievance procedure.
- C. Hourly employees shall be paid bi-weekly with a two-week delay. An employee will not receive pay for days not worked and not compensated for under other provisions of this Agreement.
- D. After twenty-one (21) consecutive days worked, employees assigned to perform duties and responsibilities at a higher rated classification shall be paid at the higher rate.
- E. For fiscal years 2020-2021, all employees who have completed their original probationary period as of September 1 of the respective year shall be adjusted at a five (5%) increase. For the remainder of the term of this Agreement, the staff shall have his or her hourly rate adjusted as follows:
1. Head Start and Early Head Start employees will receive the higher of either 2% or COLA as determined by the department of Health and Human Services.
  2. All other employees will receive the higher of 2% or as determined by available funds.
  3. Any additional available funds the Employer determines are for wage increases shall be distributed after consultation with the Association and subject to funding source guidance.
- F. Upon proper request, the Employer agrees to “Meet and Discuss” the impact of minimum wage increase(s) on the wage rates of employees with three (3) or more years’ service.

## ARTICLE XXIII

### Insurance and Retirement

The Insurance and Retirement plans covered by this Agreement shall remain in effect for the life of the Agreement, and all eligibility requirements and conditions of these plans are hereby incorporated by reference into this Agreement.

- A. If an employee is laid off or takes a leave of absence for any reason, including extended sick leave (leave taken in excess of an employee's accumulated sick days), his or her insurance coverage will cease at the end of the month in which the layoff or leave starts, unless the employee assumes responsibility for the full cost of the insurance plan.
- B. If employees are required by Employer to use their personal vehicles for business purposes, said employees shall be covered for liability during such periods in excess of their personal automobile insurance policy.
- C. The Employer retains the right to change insurance carriers if identical or higher benefit levels are provided by the new insurance carrier.
- D. The Group Life Insurance Premium level shall be two (2) times each employee's annual salary.
- E. Employees may, via payroll deductions, contribute an amount equal to the required premiums to be covered for the summer months.
- F. Effective September 1, 2011 any increase in premium shall be split 50/50 (Employer/Employee) with the Employer's maximum of 10% increase in any year of the Agreement.
- G. Any employee hired on or after September 1, 2007 shall receive an employer contribution toward health benefits paid monthly in the amount of seventy percent (70%) of the cost of a single rate on the Signature Premier EPO \$250 with the employee paying the difference for this plan or any plan offered by the employer. All employees hired before September 1, 2007 shall continue to receive the same benefits and employer contribution afforded them on August 31, 2007.
- H. Any otherwise eligible employee hired on or after September 1, 2007 shall become eligible for insurance benefits on the first of the month following completion of their probationary period.

## ARTICLE XXIV

### Job Description & Qualifications

The Employer shall provide the Association with job descriptions, which shall contain the prescribed duties performed on that job.

On or before January 1, 2025, all Head Start Teachers will have a minimum of a BS/BA degree in Elementary Education with eighteen (18) credits specific to Early Learning or a non-related bachelors degree with thirty (30) credits specific to Early Learning at the Bachelor's Degree Level. Duration teachers must be enrolled by Spring 2020 to be eligible for this position. Those teachers without BS/BA degrees, may apply for vacant Assistant Teacher positions on or after September 1, 2022 and will maintain their pay rate.

## ARTICLE XXV

### Mileage/Site Differential

- A. Authorized automobile travel expenses shall be reimbursed to match the current Federal Mileage Rate, for the use of the employee's car at the discretion of the Chief Executive Officer. Proper forms must be submitted to receive reimbursement. The mileage for employees will be based on the mileage rate approved by the state contract.
- B. Each Head Start teaching staff employee assigned to a site where there is not any office or supervisory staff assigned to that building shall receive a two dollar and fifty cents (\$2.50) per day site differential for all days worked at said site.
- C. Employees shall be paid mileage and compensated for driving time less the amount of mileage and time of his/her normal commute.

## ARTICLE XXVI

### Physicals

In the event employees are required to take physicals as a condition of employment, said employee may elect to have his/her physical performed by a physician he/she selects and the Employer shall reimburse up to a maximum of sixty dollars (\$60) after submission of a receipt. Employees are eligible for said reimbursement only for

physicals required after completion of their probationary periods. Employees who receive a written notice from the Children's Center, at least one month ahead, that their physical is due but do not return the physical paper work to their supervisor by the required deadline, i.e. two years from the day of their past physical, will not receive this reimbursement and shall be suspended without pay until the physical is handed in. Employees will be granted one (1) hour of paid time every two (2) years for completion of the required physical if sick time is not available for use. Said time must be placed on a time sheet.

Any changes to the current "drug testing policy" shall be a proper subject of Meet and Discuss.

## **ARTICLE XXVII**

### **Leave of Absence**

#### **A. Bereavement Leave**

Employees shall be excused with pay for bereavement in accordance with the following:

1. Up to a maximum of five (5) consecutive working periods for an employee's immediate family. Immediate family shall be defined as follows for this entire agreement: parent, spouse, child, brother, sister, or anyone residing in household.
2. Up to a maximum of three (3) consecutive working periods for: grandparent, grandchild, great-grandchild, in-laws (mother, father, son, daughter, brother, or sister).
3. Day of the funeral for: aunt, uncle, niece, nephew, great-grandparent, grandparent in-law, and biological parent of the employee's child.
4. "Step" relationships shall apply to all categories above and be granted the applicable leave relating thereto.

#### **B. Court Attendance and Jury Duty**

If during working hours, employees are called (volunteers excluded) for jury duty or are subpoenaed as witnesses in court, they shall be excused without loss of pay up to a maximum of fifteen (15) days per year for jury duty and (3) days as a witness. A check for any compensation received for such service shall be forwarded to the Employer within two (2) weeks of receipt. If the employee fails to submit said check within two (2) weeks of receipt, said amount shall be deducted from the employee's next paycheck.

C. **Sick Leave**

After completion of an employee's original probationary period, Employees hired prior to September 1, 2016 shall receive one (1) work period (defined in Article XXXI, Section A) of sick leave per month worked, provided the employee works (or is in a compensable status except sick leave) at least seventy-five percent (75%) of the work periods in such month. In the event an employee does not work a full month due to layoff or call back, the employee will be credited with one (1) work period of sick leave (as defined in Article XXXI, Section A) provided employee works (or is in a compensable status except sick leave) at least fifty per cent (50%) of the work periods in such month. Should the employee work less than fifty per cent (50%) of the work periods in such month due to layoff or call back, they will not be entitled to sick time.

Employees hired on or after September 1, 2016 working in a twelve (12) month position shall receive eight (8) sick days per year. All other employees hired after September 1, 2016 shall receive five (5) sick days per year.

Sick leave may be taken in hourly increments providing a substitute is not required as determined by the Employer. If a substitute is needed a minimum of two hours must be taken.

1. **Emergency Sick Leave**

Emergency sick leave is to be used by the employee for personal illness, planned surgery or when the employee is required to care for a member of his/her immediate family who is ill as a result of an unforeseen or emergency situation. The supervisor may request a medical verification. A request for emergency sick leave will be granted in hourly increments, except as provided hereinabove.

Non-teaching staff absences, for whatever reason, must be reported to the Chief Executive Officer, or a person designated by the Chief Executive Officer, in accordance with current Agency policy. Teaching staff must report all absences according to the current policy. Failure to comply will result in loss of that day's pay.

2. **Non Emergency Sick Leave**

Non-Emergency sick leave may be used for doctor's appointments either for the employee or for members of his/her immediate family under the following conditions:

- a. The non-emergency sick leave must be requested at least twenty four (24) hours in advance.
- b. Non-emergency sick leave will be granted only in hourly units.

3. Unused sick leave will not be monetarily compensated. However, unused sick leave may be accumulated up to a maximum number of work periods, as follows:

2021: 65 work periods

2022: 70 work periods

2023: 75 work periods

2024: 80 work periods

2025: 85 work periods

2026: 90 work periods

4. A Sick Leave Cash Incentive Program for non-use of sick leave shall be paid in June and December, and established as follows:

0 days of sick leave used annually = \$150

1 day of sick leave used annually = \$75

D. **Personal Leave**

Leave for personal business, etc., of up to thirty (30) work days, if approved by the supervisor and Chief Executive Officer, may be deducted from an employee's vacation time, or deducted from his pay at his election. Sick and vacation time are not accrued during a leave without pay.

E. **Family and Medical Leave**

All eligible employees may take unpaid leave under the Family and Medical Leave Act (FMLA).

1. See Appendix "B" for the Family and Medical Act (FMLA) policy.
2. If an employee takes a medical leave utilizing sick time for a serious medical condition as defined by FMLA, such leave will be deducted from employee's total annual eligibility of leave time for that year. Employer may send the employee FMLA paperwork, but the employee is not required to complete it unless they are requesting unpaid leave.

3. **Child Rearing Leave**

An employee shall be entitled to a child rearing leave upon birth or adoption without pay and without benefits for a period not to exceed fourteen (14) workweeks, (twenty-six (26) workweeks) when used in conjunction with family/medical leave benefits. An employee on child rearing leave shall contact the Director two (2) months prior to the end of the requested child rearing leave to verify that she or he will be returning. If this is not done without just cause, then the employee shall be considered to have voluntarily quit employment with the Employer.

F. **Training Leave**

1. The Employer will at all times strive toward the betterment of its employees. All staff employees are eligible for available training as scheduling permits, and as it applies to the specific employee's job responsibilities, and the need of the Program. The assigning of training will be based on Employer need and individual need, rather than seniority. Employees will attend training during working hours only after receiving permission of the supervisor and the Chief Executive Officer.
2. Payment for employees for training (including tuition, fees, books, mileage, etc.) will be at the discretion of the Chief Executive Officer, the Board of Directors, or the Head Start Policy Council and will be based on available monies in the budget. Scheduled adjustments may be arranged to accommodate training at the discretion of the Chief Executive Officer.

G. **Association Business Leave**

1. The Employer agrees to allow a total of four (4) days of leave each year for Association business. However, no more than two (2) employees may take such leave at any one time. Requests for Association business leave shall be made in writing by the President of the Association to the Chief Executive Officer at least three (3) calendar days prior to the absence of the employee. The Association shall reimburse the Employer an amount of money equal to the substitute teacher daily salary rate for each day of absence. However, the Association will not reimburse the Employer if a substitute teacher is not utilized.
2. All the foregoing conditions are subject to exceptions granted at the discretion of the Chief Executive Officer.

H. **Worker's Compensation**

1. When an employee is off work due to Worker's Compensation, health benefits and life insurance will be maintained:
  - a. For as many days as the employee has accrued sick days (sick days will not be deducted) and for an additional twelve (12) weeks.
  - b. At the end of that time, the employee may be eligible for Cobra.

The Employer will comply with applicable federal and state legislation relating to military leave and re-employment thereafter.

**ARTICLE XXVIII**

**Vacations**

- A.
  1. The vacation year shall be July 1, through June 30 for all Full-Year employees hired before July 1, 1980. For all Full-Year employees hired after that date, the vacation year shall be the employee's anniversary date to anniversary date.
  2. The vacation year shall be the operational Program Year for all Part-Year employees.
- B.
  1. Although vacation days are accrued during the probationary period, in order to be eligible for vacation, any employee other than Head Start teaching staff must have completed his or her probationary period.
  2. All employees, other than Head Start teaching staff must schedule vacation days at least one (1) week in advance with the approval of the employee's supervisor, subject to the final approval of the Chief Executive Officer. The employee's supervisor upon availability will provide notification of approval or denial within five (5) work days of request.
- C.
  1. All Head Start Teaching Staff and Part-Year Service Area Assistants will follow the Early

Learning Centers Head Start Calendar. All Head Start Teaching Staff will receive the same number of days off as determined by the average number of paid non work days of all of the school districts served by the Head Start Center Based Program.

2. On snow or inclement weather days, the following shall apply:

- a. All center-based teaching staff, with the exception of the Child Care staff, will follow their established school calendars.
- b. All center-based teaching staff will receive the same number of days off as determined by the average number of paid non-working days of all of the school districts served by the center-based programs.
- c. In most instances, the staff will follow guidance for the school delays and cancellations.
- d. In the event a center-based classroom must be closed, center-based teaching staff will provide instruction from home.
- e. In the event Employer has a cancellation on an in-service day, the staff will not be required to report to work unless a meeting or training is scheduled. If possible, Employer will allow staff to participate in such meeting or training virtually from home.

D. Child Care teaching employees must schedule at least ten (10) work periods of vacation in units of five (5) consecutive days.

E. Earned vacation entitlement is in accordance with the following provisions:

1. A full-time employee hired on or after October 1, 1985 will be credited with vacation days as outlined below for each month worked, provided the employee works (or is in a compensable status, except sick leave) at least seventy-five percent (75%) of the work periods in such month. Or in the event the employee does not work a full month due to lay off, call back, or new hire the employee will be credited with the vacation days as outlined below for each month worked provided the employee works (or is in a compensable status except sick leave) at least fifty percent (50%) of the work periods in such month due to layoff, call back, or new hire, they will be credited with one half (1/2) of the vacation entitlement for such month. A full-time employee who works (or is compensable status except sick leave) less than fifty percent (50%) of the work periods in such month due to layoff, call back, or new hire shall not be entitled to vacation.

- a. An employee who has not completed one (1) year of employment will be credited with one (1) work period of vacation per month.
  - b. An employee who has completed one (1) year but fewer than four (4) years of employment as a full-time employee will be credited with one and a quarter ( $1 \frac{1}{4}$ ) work periods of vacation per month.
  - c. An employee who has completed four (4) years but fewer than nine (9) years of employment as a full-time employee will be credited with one and a half ( $1 \frac{1}{2}$ ) work periods of vacation per month.
  - d. An employee who has completed nine (9) years of employment as a full-time employee will be credited with one and three quarters ( $1 \frac{3}{4}$ ) work periods of vacation per month.
2. A full time employee hired prior to October, 1985, will follow E1 and will be credited with two and a quarter ( $2\text{-}1/4$ ) work periods of vacation per month.
  3. Special part-time employees who have successfully completed his/her probationary period shall earn 6.75 hours per month.
- F. Vacation may be taken in advance of entitlement as provided for in Section E above upon the approval of the employee's supervisor. However, if the employee leaves the employment for any reason prior to having earned such vacation, there shall be a deduction from the employee's last paycheck for all vacation taken but not earned.
- G. Subject to operational requirements, employees may request consecutive weeks of vacation leave.

**ARTICLE XXIX**

**Holidays**

- A. There are nine (9) paid holidays for full-time employees except Head Start teaching staff.
- |                 |                       |                          |
|-----------------|-----------------------|--------------------------|
| >New Year's Day | >July 4 <sup>th</sup> | > Day After Thanksgiving |
| >Memorial Day   | >Labor Day            | > Christmas Eve          |
| >Juneteenth     | > Thanksgiving Day    | >Christmas Day           |
- B. A holiday falling on a Saturday or Sunday shall be taken on a workday designated by the Chief Executive Officer or the Board of Directors.
- C. An employee will be eligible for holiday pay if:
1. The employee has completed his or her probationary period.
  2. The employee has worked (or been on vacation) his or her full work period immediately preceding the holiday, and the full work period immediately following the holiday, or present a physician's excuse for the day before or the day following the holiday.

**ARTICLE XXX**

**Personal Days**

- A. For all Full Year employees hired after that date, the year for taking personal days shall be from the employee's anniversary date to anniversary date. The year for taking personal days for all part-year employees shall be the operational program year.
- B. All full-time employees will be credited with two (2) hours of personal time for each month worked, provided the employee works (or is in compensable status except sick leave) at least seventy-five (75%) of the work periods in such month. In the event an employee does not work a full month due to layoff, call back or new hire, the employee will be credited with two (2) hours of personal time provided the employee works or is on paid vacation leave at least fifty per cent (50%) of the work periods in such month. A full-time employee who works (or is compensable status except sick leave) less than fifty

percent (50%) of the work periods in such month due to layoff, call back, or new hire shall not be entitled to personal days.

- C. Request for use of such earned personal days should be made, in normal circumstances, in writing, at least one (1) week in advance to the employee's supervisor. However, in emergency circumstances, requests for use of personal days on shorter notice may be granted by the employee's supervisor.
- D. Personal days may be taken in advance of entitlement; however, if the employee leaves the employment, for any reason prior to having earned such personal leave, there shall be a deduction from the employee's last paycheck for all personal leave taken but not earned.
- E. Personal days may be taken in units of two (2), four (4), six (6) or seven and one half (7 ½) hours if a substitute is needed. If no substitute is needed, increments of one hour units may be used.
- F. In addition to the foregoing, Head Start Teaching Staff shall be entitled to the following: Employees hired on or before November 30, 1986 shall be granted four (4) additional personal days per year. Said days may only be granted on non-student days.

## **ARTICLE XXXI**

### **Hours of Work**

#### A. Regular Hours

The regular hours of work each day for each position shall be arranged in advance with the employee's supervisor. A day is defined as the number of hours worked in a week divided by five (5).

#### B. The existing work schedules are not guarantees of work.

#### C. 1. Non-teaching employees are eligible for the following work breaks:

- a. No paid break for four (4) hours or fewer.
- b. Fifteen (15) minute paid break for those working more than four (4) to six (6) consecutive hours.
- c. Thirty (30) minute paid and thirty (30) minute unpaid break for those working more than six (6) consecutive hours, which shall not count as hours worked for Fair Labor Standards Act purposes.

2. Teaching staff are eligible for the following work breaks on days that they work in the classroom:
  - a. No paid break for four (4) hours or fewer.
  - b. Twenty (20) minute paid break for those working more than four (4) consecutive hours.
  - c. Thirty (30) minute paid break for those working more than seven and one half (7 ½) consecutive hours, which shall not count as hours worked for Fair Labor Standards Act purposes.

All breaks will be scheduled by the employee's supervisor.

- D. Employees holding Head Teacher and Group Supervisor positions in the bargaining unit will be granted a total of not less than two and one half (2 ½) hours per week preparation time. Such time shall be free of all other activities or assignments.
- E. It is recognized by the parties that employees must work overtime in emergencies, such as when a parent is late in picking up his or her child.
- F. Records of vacation, sick and personal time that each employee earns is recorded in terms of "hours". Vacation, sick and personal time earned will be calculated according to the employee's regularly scheduled work week divided by five. Therefore, if an employee is regularly scheduled to work for thirty-five (35) hours per week for the month of July, and meets the other provisions of the Agreement, the employee will earn 7 hours of vacation time for that month. In the Agency's recording of sick, vacation and personal days in terms of hours, time will be rounded up to the nearest quarter of an hour.
- G. Paid time off may be taken in units of two (2), four (4), six (6) or seven and one half (7 ½) hours if a substitute is needed. If no substitute is needed, increments of one hour units may be used.
- H. The total number of hours for which an employee is paid, during a week in which that employee takes personal, vacation, or sick time, shall not exceed the number of hours for which the employee would have been scheduled to work.
- I. If the number of hours per week that an employee works in his/her regularly assigned position varies during a month, the employee will earn the greater number of hours for purposes of calculating vacation, personal and sick time as long as the employee has worked (or used other compensatory time other than sick time) at least 25 % of the possible work periods in that month. If the employee works less than 25% of possible work periods, he/she earns time calculated at the reduced number of hours.

J. It is understood and agreed, that bus drivers, if called into work, shall receive a minimum of one (1) hour of work or pay.

## **ARTICLE XXXII**

### **Child Care Utilization**

In the event an employee wished to utilize the services provided by the Employer, the employee shall receive them on the same terms and conditions, as would a member of management.

## **ARTICLE XXXIII**

### **Provision of Information Required To Be Furnished Pursuant To The Pennsylvania Public Employee Relations Act**

The Employee agrees to provide the Association President information for the purposes of collective bargaining and grievance processing required to be furnished pursuant to the Pennsylvania Public Employee Relations Act.

## **ARTICLE XXXIV**

### **Administering of Medication**

The employer shall indemnify and save harmless from all liability, employees who administer medication to pupils in direct response to an order from supervisory personnel subject to the Employer's insurance policies.

## **ARTICLE XXXV**

### **Overtime**

1. An employee who performs overtime work shall be paid his usual hourly rate unless such overtime constitutes time worked in excess of forty (40) hours for the work week when such overtime is performed,

in which case the employee will be compensated at the rate of one and one-half (1-1/2) times such employee's hourly rate for each hour, or part of hour, of overtime worked.

2. All employees shall be required to submit all requests for overtime pay to their supervisor for approval. Such requests shall be in writing and shall state the hours of overtime requested and the reason therefore.
3. In the event the Employer mandates attendance at training or workshop programs, such time shall be considered as time worked for that workweek. Voluntary attendance by the employee at non-compulsory training or workshop programs shall not be considered as compensatory time. Employees shall be notified in writing of all compulsory programs.

**ARTICLE XXXVI**

**Term of Agreement**

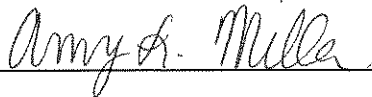
This Agreement shall take effect at 12:01 a.m. on September 1, 2021 and shall be in full force and effect through Midnight on August 31, 2026 unless otherwise explicitly agreed.

Either party may commence negotiations over the terms of a successor Agreement by written notification thereof. If no such notification is tendered prior to the expiration date set forth above, then all terms and conditions contained herein shall be renewed and maintained in full force and effect for a period of one (1) year, thereafter on a year-to-year basis until such time as the parties negotiate a successor Agreement.

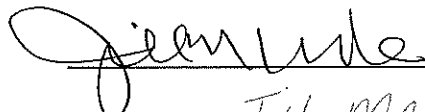
**IN WITNESS WHEREOF**, the Association has caused this Agreement to be signed by its President and Treasurer, and the Employer has caused this Agreement to be signed by its Board of Directors President, attested by its Chief Executive Officer, and its corporate seal to be placed here, all of this 10<sup>th</sup> day of November, 2021.

**BY THE ASSOCIATION:**

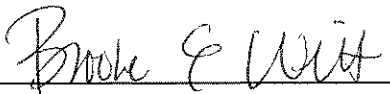
**BY BUTLER COUNTY CHILDREN'S CENTER, INC.,  
dba EARLY LEARNING CONNECTIONS:**

  
\_\_\_\_\_

**Amy Miller  
(President)**

  
\_\_\_\_\_

**Peter Bess Jill McDonald  
(President, Board of Director)**

  
\_\_\_\_\_

**ASSOCIATION WITNESS**

  
\_\_\_\_\_

**Elisa Spadafora  
(Chief Executive Officer)**

**Appendix "A"**

**Butler County Children's Center, Inc** **Start Rates**  
**7/1/2021**

<b>Head Start/Early Head Start</b>	
Family Service Worker- B.S. Degree	\$17.05
Family Service Worker- A.A. Degree	\$14.57
Parent Educator - BS Degree as specified	\$17.94
Parent Educator - AA or CDA	\$15.83
Head Teacher - B.S. ECEC	\$17.94
Head Teacher- B.S. related & 18 cr. ECEC	\$17.05
Head Teacher - B.S. Related Field	\$16.11
Head Teacher - AA ECEC or CDA	\$14.57
Asst. Teacher AA ECEC or CDA	\$14.01
Asst. Teacher enrolled in CDA	\$12.89
Paraprofessional	\$11.47
Lunch Carrier	\$9.77
Maintenance & Repair	\$13.45
Custodian	\$9.77
Cook	\$10.10
Assistant Cook	\$9.96
Kitchen Aide	\$9.77
Fleet Coordinator	\$11.43
Program Operations Assistant (POA 2)	\$14.24
Program Operations Assistant (POA 1)	\$13.11
Disabilities Services Coordinator	\$20.05
ERSEA Coordinator	\$20.05
Practice-Based Coach	\$20.05
Data Management Coordinator	\$15.75
Subs	\$15.26
<b>HS Extended Duration</b>	
Head Teacher - B.S. ECEC	\$18.21
Head Teacher- B.S. related & 18 cr. ECEC	\$17.36
Head Teacher - B.S. Related Field	\$16.26
Asst. Teacher AA ECEC or CDA	\$16.11
Asst. Teacher enrolled in CDA	\$14.82
Paraprofessional	\$11.47

<b>Child Care/HS</b>	
Program Leader BS ECEC	\$15.25
Program Leader B.S. Related & 18 cr. ECEC	\$14.60
Program Leader BS related degree	\$14.01
Program Leader AA ECEC	\$13.45
Child Care Assistant Group Sup - 2 yr degree or CDA/hours	\$11.78
Child Care Assistant Group Supervisors - working on CDA/hours	\$11.18
<b>Child Care</b>	
Child Care Group Supervisor BS degree as required	\$14.97
Child Care Group Supervisor BS. degree- 18 credits	\$14.35
Child Care Group Supervisor B.S. Related Field	\$13.72
Child Care Group Supervisor - AA & 2yrs min exper	\$11.86
Child Care Assistant Group Sup - 2 yr degree as required	\$10.23
Child Care Assistant Group Supervisors	\$9.93
Aides	\$9.21
<b>Child Care - ITCS</b>	
Child Care Group Supervisor BS degree as required	\$15.25
Child Care Group Supervisor BS Related Field	\$14.01
Child Care Assistant Group Sup - 2 yr degree as required	\$11.78
<b>Pre-K</b>	
Head Teacher	\$18.08
Assistant Teacher	\$16.11
Paraprofessional	\$11.47
<b>Administration</b>	
Fiscal Associate I	\$14.57
Enrollment Specialist	\$13.11
Secretary	\$13.45
Secretary Level 2	\$14.57
<b>ELRC</b>	
Secretary	\$16.39
Client Specialist	\$16.39
Provider Liaison	\$16.39
Generalist	\$16.39

## APPENDIX "B"

### FMLA Policy

Family & Medical Leave		HR-01-116	
Butler County Children's Center, Inc.			
Effective Date:	1/26/2009	Revised Date:	
Approved By:		Date:	
Board of Directors		1/26/2009	
Policy Council		1/19/2010	

### FAMILY AND MEDICAL LEAVE

All eligible employees of Butler County Children's Center, Inc. may take unpaid leave under the Family and Medical Leave Act (FMLA).

#### A. Eligibility Requirements

In order to qualify for family or medical leave under this policy, an employee must have:

- 1) worked for the Center for at least twelve (12) months, and
- 2) worked at least 1,250 hours during the twelve (12) month period immediately preceding the date the leave was requested or was to have commenced.

#### B. Types of Leave Covered

Under this policy, leave may be taken for one or more of the following reasons:

- 1) the birth of a child and/or in order to care for that child,
- 2) the placement of a child for adoption or foster care, and to care for a newly placed child,
- 3) to care for a spouse, child or parent with a serious health condition, as defined, or
- 4) the serious health condition of the employee.
- 5) Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard, Reserves or a regular component of the Armed Forces in support of contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- 6) To care for a spouse, son or daughter (may be over 18), parent, or next of kin (defined as the nearest blood relative) who is a "covered service member" and who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office,

grade, rank or rating. A covered service member is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

For purposes of this policy, family members include:

- 1) biological, adopted, and foster children under age eighteen (18),
- 2) anyone under age eighteen (18) who is treated as your child for whom you are responsible for day-to-day care and financial support,
- 3) your disabled child of any age,
- 4) your spouse,
- 5) your biological parent or someone who acted as your parent when you were under age eighteen (18).

### **C. Length of Leave**

You may receive up to twelve (12) weeks of approved leave in a rolling twelve (12) month period.

The 12-month period begins with the first date of any leave taken by the employee. For example, if an employee takes four weeks of leave starting November 1, 2007; four more weeks starting February 1, 2007; and four additional weeks starting June 1, 2007, additional leave would not be available until November 1, 2008.

If the FMLA leave is to care for an employee's spouse, son, daughter, parent, or next of kin who is an injured or ill covered service member, an eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member.

You may take leave intermittently for your own serious health condition or to care for a family member (as defined) with a serious health condition.

### **D. Serious Health Condition**

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care.
- 2) Continuing treatment by a health care provider for a serious health condition including:
  - (i) Any period of incapacity requiring absence of more than three consecutive days from work, school, or other regular daily activity that also involves continuing treatment by (or under the supervision of) a health care provider, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- (i) Treatment two or more times by a health care provider; or
  - (ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- (ii) Any period of incapacity due to pregnancy or for prenatal care.
- (iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition which requires periodic visits for treatment by a health care provider; continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity.
- (iv) Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- (v) Any period of absence to receive multiple treatments, including recovery from, by a health care provider either for restorative surgery for a condition which would likely result in a period of incapacity for more than three consecutive calendar days in the absence of medical intervention or treatment.

## **E. Requesting FMLA Leave**

### **1) Applying for Leave**

All employees requesting leave under this policy must provide verbal notice to their immediate supervisor with an explanation for the reason(s) for the needed leave. The supervisor will advise the Human Resources Department of the request. If your leave is foreseeable, the request should be made at least 30 days in advance. When it is not foreseeable, leave should be requested with as much notice as practicable, usually within two working days. If you request leave under this policy, you will be asked to complete an application form. If possible, this form must be submitted thirty (30) days in advance of the effective date of the leave.

### **2) Certification of a Serious Health Condition**

If the request for leave is to care for your seriously ill spouse, son, daughter or parent, or due to your own serious health condition that makes you unable to perform any or all of the essential functions of your position, the application must be supported by certification from your (or your family member's) health care provider. (A certification form may be obtained from the Human Resources Department.) This certification must be returned to the Center within fifteen (15) days of the date that the request for this information is made. If you do not return the certification form to the Center within the fifteen (15) day period, the Center may deny your request for FMLA leave or continuation of your FMLA leave. Exceptions may be made if it is not practicable to return the certification form within the fifteen (15) day period despite the employee's diligent, good faith efforts.

### **3) Second and Third Medical Opinions**

The Center has the right to require, at its expense, that you obtain the opinion of a second health care provider, designated or approved by the Center, to review and evaluate the first certification.

In the event that there is a conflict between the first and second opinion, the Center may, at its expense, obtain a third opinion from a jointly agreed-upon health care provider.

#### **F. Recertification of Medical Condition**

The Center may request re-certification of medical conditions to support leave, but not more than every thirty (30) days, unless:

- 1) you request an extension of leave,
- 2) the circumstances described by the original certification have changed significantly (such as the duration of the illness, the nature of the illness or complications),
- 3) the Center receives information that casts doubt on the continuing validity of the certification, or
- 4) you are unable to return to work after the leave because of the continuation, recurrence, or onset of a serious health condition.

#### **G. Leave When Both Spouses Are Employees**

In the event that both spouses are employed by the Center and are eligible for the leave, they will be limited to an aggregate of twelve (12) weeks of leave if that leave is related to the birth or placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

#### **H. Benefits During Leave**

If your request for leave qualifies as leave under the Family and Medical Leave Act, and you are a current participant in the Center's group health insurance plan, your FMLA leave shall run concurrently with any paid leave. During any paid leave, your elected payroll deductions will continue automatically. During any unpaid leave you can continue your group health insurance plan coverage by paying the applicable employee portion of the cost, which is reflected on your pay stub. If premiums change during your leave, you will be required to pay the new rate.

The Center's obligation to maintain your coverage will end if your premium payment, assuming that a premium payment is due directly from you, is more than thirty (30) days late. If the Center intends to cancel your coverage in the event that a payment has not been received, as specified above, a written notice will be provided to you fifteen (15) days prior to the actual cancellation.

If you have not paid these premiums, and the Center has maintained your coverage during your leave, the Center may recover your share of any premiums not paid during the period that coverage was maintained. The amount due, if any, will be deducted in a lump sum from your pay upon your return to work or a payment schedule will be arranged with the fiscal department.

If you choose not to return to work after qualified FMLA leave for reasons other than the continued serious health condition of you or your family member or a circumstance beyond your control, the Center may require you to reimburse the Center for the amount it paid for your health insurance premiums during the leave period.

Your participation in other benefit programs, such as life insurance will be continued during FMLA leave and paid for by the Center during the leave period. The period of leave will also be counted as "service time" with the Center for other purposes such as 401(k) vesting, retirement, paid time off (PTO), etc. During any paid leave, you will accrue PTO according to the current policies of Butler County Children's Center. You cannot use any PTO time you accrue during the FMLA leave until after you have returned to work from the FMLA leave. PTO hours are not accrued during unpaid leave.

## **I. Use of Paid and Unpaid Leave**

FMLA leave is unpaid. Paid leave provided by the Center, specifically leave under any applicable insurance plan, any paid time off (PTO), or worker's compensation benefits, will run concurrently with family and medical leave time and, as such, will count towards the maximum twelve (12) weeks that you are entitled to by the Act.

Employees requesting leave under this policy for adoption, care of a newborn or placement for foster care of a child or for a serious health condition of the employee's child, spouse or parent, first exhaust any accrued PTO hours, which will be included as part of the 12 week FMLA leave. Any remaining portion of the 12-week leave will be unpaid.

Employees requesting leave under this policy for their own serious health condition (as defined by the FMLA) are considered to be on FMLA leave from the first day of absence. When benefits available under any applicable group insurance plan are exhausted, the remainder of the leave will be unpaid.

Service-member related FMLA runs concurrent with other FMLA leave and other leave entitlements provided under federal, state and local law. Leave to care for an injured or ill covered service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

## **J. Returning to Work After Leave**

If you are on leave under this policy due to your own serious health condition, you are required to present a written certification from your health care provider that you are able to return to work before you return to work. (A certification form may be obtained from the Human Resources Department.) This certification should also clearly state any restrictions and the duration of such restrictions.

With the exception noted below, you will be returned to the same position you held when your leave started, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. However, upon your return to work from leave, you do not have a greater right to reinstatement or to other benefits and conditions of employment than you than you would have had if the leave had not been taken.

Certain key employees of the Center, as defined by the FMLA , may not be entitled to restoration to their position in some circumstances. If you will not be entitled to such restoration at the end of your leave period, you will be advised of the specifics of reinstatement eligibility at the time leave is requested, when the leave commences (if earlier) or as soon as possible thereafter.

**K. Employee Retirement Income Security Act of 1974**

To the extent that the Family and Medical Leave Policy affects any of the Center's employee and welfare benefit plans, this explanation shall serve as a summary of material modifications for purposes of the Center's disclosure requirements under the Employee Retirement Income Security Act of 1974.

Approved by the Board of Directors 1/26/09