



01-15-15
14-MED-10-1508
1253-01
K31880

MASTER CONTRACT BETWEEN THE

KNOX COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES AND

THE KNOX NEW HOPE EDUCATION
ASSOCIATION (O.E.A.)
UNIT 1

EFFECTIVE JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 CONTRACT ISSUES	4
A. Definitions	4
B. Recognition	4
C. Negotiations Procedures.....	5
D. Grievance Procedure	7
ARTICLE 2 RIGHTS	11
A. Management Rights	11
B. Association Rights and Responsibilities	12
ARTICLE 3 EMPLOYMENT ISSUES.....	13
A. Probationary Periods	13
B. Employee Licensing and Certification.....	14
C. Transfer/Vacancy	15
D. Evaluation of Employees	16
E. Reduction in Force	17
F. Position Descriptions	20
G. Personnel Files	20
ARTICLE 4 WORKING CONDITIONS	21
A. Disciplinary Procedures	21
B. Hours of Work/Work Year.....	23
C. Health and Safety	23
D. Non-Discrimination.....	24
E. Miscellaneous Provisions.....	24
F. Labor Management Meetings	26
ARTICLE 5 LEAVES AND TIME OFF.....	26
A. General Provisions	26
B. Sick Leave	27
C. Professional Leave	29
D. Assault Leave	30
E. Military Leave.....	30
F. Court Leave.....	31
G. Unpaid Leaves of Absence.....	31
H. Holidays	33
I. Vacation	34
J. Personal Days.....	35
ARTICLE 6 COMPENSATION, INSURANCE AND PAYROLL	36
A. Salaries	36
B. Pay Periods.....	36
C. Insurances.....	36
D. Flex Time	37

E.	Severance Pay	37
F.	PERS Pick Up	38
G.	Worker's Compensation Claims.....	38
H.	Payroll Deduction of Association Dues	39
I.	Fair Share Fee	40
ARTICLE 7 DURATION OF AGREEMENT		43
APPENDICES		
Appendix A	Grievance Form.....	44
Appendix B	Examples Of Offenses Which Could Lead To Discipline	47
Appendix C	Work Rules for Board Employees Required to Drive on Board Business.....	50
Appendix D	Family and Medical Leave Policy	52
Appendix E	Knox County Wage Continuation Plan.....	63

PREAMBLE/PURPOSE

This Agreement, entered into by the Knox County Board of Developmental Disabilities, hereinafter referred to as the Employer or the Board, and Knox New Hope Center Education Association, hereinafter referred to as the Association, has as its purpose the following:

1. To achieve and maintain a satisfactory and stabilized employer-employee relationship.
2. To provide for the peaceful and equitable adjustment of differences that may arise.
3. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
4. To assure the effectiveness of service by providing an opportunity for employees to bargain collectively with the Employer through their representatives, and to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the Ohio Revised Code, state and federal laws, and the Constitution of Ohio and the United States of America.
5. To ensure the right of every employee to fair and impartial treatment.
6. The mission of the Knox County Board of DD is supporting individuals with developmental disabilities by creating opportunities and coordinating resources through community collaboration while maintaining fiscal responsibility.

ARTICLE 1 - CONTRACT ISSUES

A. Definitions

The following definitions apply throughout this Agreement, unless expressly provided otherwise:

1. "Association" collectively refers to the Knox New Hope Center Education Association and its authorized representatives.
2. "Bargaining Unit 1" or "Unit 1" collectively refers to the employees included in this bargaining unit pursuant to Section (B) 2.
3. "Board" refers only to the Knox County Board of Developmental Disabilities.
4. "Days" means calendar days.
5. "Working Days" means Monday through Friday, except for the days the Board office is closed.
6. "Employee" refers only to employees in the bargaining unit, as referenced in the recognition article of this Agreement Section B (2).
7. "Employer" collectively refers to the Knox County Board of Developmental Disabilities, its Superintendent, and others authorized to act on its behalf.
8. "Individual" means a person receiving services from the Employer.
9. "F.M.L.A." means Family Medical Leave Act, refer to Appendix E.
10. "Full-time" means scheduled to work 245 days per year.
11. "Superintendent" means either the Superintendent or a person designated to act on behalf of the Superintendent in a particular situation.
12. "Year" means calendar year, unless on F.M.L.A. then it means a rolling year.

B. Recognition

1. The Employer recognizes Unit 1 as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.
2. As used in this Agreement, the term "employee(s)" is defined as, and the bargaining unit covered by this Agreement is defined as, those employees employed in and holding the following or most current classification(s):

CUSTODIAL WORKER

EARLY CHILDHOOD DEVELOPMENTAL SPECIALIST

FISCAL SPECIALIST

MAINTENANCE /CUSTODIAL WORKER

SECRETARY

and those employees on an approved leave of absence within these classifications.

3. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.
4. When the Employer creates new job classifications, or a change in title of a bargaining unit position is made, the recognition status of such classifications shall be discussed with Unit 1 within thirty (30) days of establishment. Should the Employer and Unit 1 not agree on the inclusion or exclusion of the new classification(s) in the bargaining unit within sixty (60) days of the establishment of the position, Unit 1 may petition the State Employment Relations Board (SERB) for a determination.
5. Should such positions be determined to be in the bargaining unit, the Employer and the Association shall meet to determine a starting salary. Disagreement as to placement in the salary schedule shall be subject to the grievance procedure.
6. Notwithstanding the provisions of this article, management (including managers under O.R.C. §5126.22), confidential, supervisory, temporary, casual (including substitutes), and seasonal employees, shall not be included in the bargaining unit in accordance with O.R.C. §4117.01.

C. Negotiations Procedures

1. Either party may submit a written request to open negotiations between ninety (90) and one hundred and twenty (120) days prior to the expiration of the current contract. A mutually agreeable date for the initial meeting shall be set no later than seventy-five (75) days prior to the expiration of the current contract.
2. All issues for negotiations shall be submitted at the first negotiation session. Issues not submitted at the first session may not be raised during the negotiations except by mutual agreement of the parties.
3. Each party's bargaining team shall consist of not more than three (3) persons, including the designated representative. One additional person may be brought in as a consultant/observer to any individual session.
4. All negotiation meetings shall be conducted in executive session on non-work time unless otherwise agreed to by the parties. At the conclusion of each session a time and place for

the next session shall be mutually set. Negotiation sessions shall last no longer than three (3) hours unless otherwise mutually agreed to.

5. Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a reasonable period of time to caucus.
6. As tentative agreement is reached on each item during negotiations, it shall be reduced to writing, initialed by the official spokesperson of each team, and set aside. Tentatively agreed items may be recalled as part of the unfinished agenda only when it is agreed to by both parties. When tentative agreement is reached on all items to be negotiated, the proposed agreement shall be reduced to its final language and submitted first to Unit 1 for ratification and then to the Board.
7. While negotiations are in progress and until impasse has been officially declared, no news releases shall be made without the prior agreement of both teams. News releases made after impasse has been officially declared must be in writing and a copy must be provided to the other bargaining team prior to release.
8. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, make concessions, and sign agreements in the course of negotiations.
9. Impasse Procedures.
 - a. If an agreement has not been reached prior to two weeks before the expiration date of this Agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call for mediation, the Federal Mediation and Conciliation Service shall be jointly requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS).
 - b. The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS. Mediation shall continue until the mediator, after consultation with the parties, determines that ultimate impasse has been reached.
 - c. Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Revised Code, the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. This Article does not diminish or preclude Unit 1 rights under Section 4117.14(D) (2), provided the procedures herein have been followed.
10. Any of these negotiations procedures may be altered by mutual agreement of the parties.

D. Grievance Procedure

1. The investigation and writing of grievances shall be on non-duty time.
2. Grievance hearings will be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.
3. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.
4. The term "grievance" shall mean an allegation that there has been a violation, misinterpretation, and/or misapplication of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement.
5. A grievant, under this procedure, shall be an employee or group of employees. Where a group of employees desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance.
6. Unit 1 may file a grievance on its own behalf alleging a violation, misinterpretation, and/or misapplication of specific provisions of this Agreement that deal directly with Unit 1 rights (which shall be defined for this purpose as contract provisions that are not eligible to be grieved by any individual bargaining unit employee).
7. If Unit 1 has a concern regarding an alleged violation, misinterpretation, and/or misapplication of a specific provision of the Agreement that is eligible to be grieved by an individual employee, but is not being grieved by the employee(s) that is affected, it shall first discuss the issue with the Employer at a Labor Management Meeting. If the issue is not resolved at the Labor Management Meeting, Unit 1 may file a grievance regarding the issue. However, Unit 1 grievances of this nature may only be processed through the mediation step of this procedure. Unit 1 may not appeal to arbitration on any matter that was eligible to be grieved by any individual bargaining unit member.
8. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Only one incident may be raised in each individual grievance. This preceding sentence does not preclude a grievant from grieving more than one (1) article and/or section of this Agreement in one grievance.
9. Any grievant may withdraw a grievance without prejudice at any point by submitting in writing a statement to that effect.
10. Any grievance not appealed from the disposition of the Employer in any of the steps of this procedure within the time and in the manner specified herein shall be considered as having been accepted by the employee(s) and Unit 1 on the basis of the disposition last made, and shall not be eligible for further appeal. Should the Employer fail to respond

within the required time limits, the employee may present the grievance at the next step as if the grievance had been denied.

11. A written grievance shall be submitted on the grievance form attached as Appendix B. It shall be the exclusive right of Unit 1 to issue forms to grievants.
12. The time limitations provided for in this article may be extended by mutual agreement between the Employer and Unit 1; working days, as used in this article, shall not include Saturdays, Sundays, or holidays.
13. Each grievance shall be processed in the following manner:

INFORMAL STEP:

A grievant will first bring a grievance verbally, within ten (10) working days of the time the employee knew or should have known of the incident giving rise to the grievance, to the attention of his/her immediate supervisor. The grievant and the supervisor must sign the relevant portion of the grievance form indicating that the discussion constitutes the informal step of the grievance procedure.

STEP 1 - PROGRAM DIRECTOR/SUPERINTENDENT:

If the grievance is not satisfactorily resolved at the informal step, the grievant may, within ten (10) working days of the informal discussion, submit a written grievance to his/her program director on the form attached as Appendix B. The program director shall provide the grievant with his/her written response to the grievance within ten (10) working days of the filing of the written grievance. If the employee is not satisfied with the written response received from the program director, the grievant may, within ten (10) working days of receipt of the program director's written response, pursue the grievance to Step 2 of this procedure.

STEP 2 – SUPERINTENDENT:

The Superintendent or his/her designated representative shall, within ten (10) working days of receipt of a written grievance, hold a formal meeting between himself and the grievant. After this meeting takes place, the Superintendent or his/her designated representative shall make a complete and thorough investigation of all the allegations contained in the grievance. Within ten (10) working days after the formal meeting, the Superintendent or his/her designated representative shall provide the grievant with a written response to the grievance.

STEP 3 – MEDIATION:

If the action taken by the Superintendent does not resolve the grievance, the grievant, with approval of Unit 1, may appeal to FMCS mediation. The Notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) working days from receipt of the Superintendent's written response to the grievance. The parties will first

attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations.

STEP 4 - ARBITRATION:

- a. Within ten (10) working days after the end of the mediation process, Unit 1 may appeal the grievance to an arbitrator by giving written notice to the Superintendent and to the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the FMCS. Unit 1 shall be the first to strike, followed by the Superintendent or his/her representative, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the Rules and Regulations of the FMCS. Prior to striking names, either party may request that the list be rejected and submit a request for another list from the FMCS.
- b. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.
- c. The decision of the arbitrator shall be final and binding on both the Employer and Unit 1. The procedures contained in this Article constitute the sole and exclusive method of redressing grievances arising from this Agreement during the life of this Agreement and any extension thereof.
- d. The jurisdiction and authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement nor add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other declarations of opinion which are not directly essential in reaching this determination.
- e. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific written agreement of the Employer and Unit 1 to do so.
- f. In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the arbitrator shall first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. If necessary, the parties may agree to conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits of the grievance.

- g. The costs of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in what proportion the parties shall share the costs.
14. A grievant shall have the right, if so requested, to Unit 1 representation at all levels of the grievance procedure.
 15. Unit 1 shall have the exclusive right to determine whether to proceed to the arbitration step of these procedures.
 16. Unit 1 shall receive copies of all communications in the processing of grievances and shall have the exclusive right to be present for the adjustment of any and all grievances, but Unit 1 representative shall not participate in any meeting to adjust a grievance unless requested to do so by the grievant.
 17. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
 18. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons entitled to be present to attend.
 19. Expedited Arbitration Procedures
 - a. The parties may mutually agree in writing to use these expedited arbitration procedures for any individual grievance.
 - b. The parties shall mutually choose an arbitrator, and, with the arbitrator, shall mutually schedule a hearing date within two (2) weeks of the time the arbitrator is chosen. The parties and the arbitrator shall mutually agree upon the time and place of the hearing.
 - c. There shall be no stenographic record made of the proceedings and no post-hearing briefs will be accepted except upon mutual agreement of the parties.
 - d. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. Normally, the hearing shall be completed within one (1) day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing, to be held within seven (7) days.
 - e. The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven (7) days from the date of the closing of the hearing.

- f. The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that a written opinion is necessary, or if either party requests a written opinion, it shall be in summary form.

ARTICLE 2 RIGHTS

A. Management Rights

1. Unit 1 shall recognize the right and authority of the Employer to administer the business of the Board and, in addition to other functions and responsibilities which are required by law, Unit 1 shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Employer, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly the following:
 - a. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain order among employees;
 - b. to manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
 - c. to determine the Employer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
 - d. to determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of funds;
 - e. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
 - f. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
 - g. to maintain the security of records and other pertinent information;
 - h. to determine and implement necessary actions in emergency situations; and
2. Unit 1 recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

B. Association Rights and Responsibilities

1. Bulletin Board/Mail

- a. Unit 1 shall have the right to use without charge Employer bulletin boards and internal mailboxes as designated by the Employer.
- b. It is understood that no materials may be posted on the bulletin boards or sent through the mail system which contain the following:

1. personal attacks upon any employee of the Board;
2. scandalous, scurrilous, or derogatory attacks upon the Administration or officials;
3. attacks on any other employee organization; or,
4. attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization.

2. Use of Facility. Subject to the advance approval of the Superintendent, Unit 1 shall be permitted to use designated building for the purpose of holding regular Unit 1 meetings.

- a. Unit 1 shall be responsible for proper clean-up following meetings and shall be held accountable for the security of the premises.

3. Unit 1 Business. Except as otherwise specifically provided herein, all representatives of Unit 1 shall confine their Unit 1 business to non-work time so as not to obstruct, hamper, or in any manner interfere with the operations of the programs.

4. The Employer shall provide the Association with one (1) complete copy of each Board Meeting Agenda, including copies of monthly financial statements, in advance of the meeting, except for issues that are for executive session. Issues of a confidential nature, as defined by law, which are to be discussed in executive session shall be listed on the agenda by title.

5. The Association shall be granted a total of five (5) days per year for Unit 1 members to attend conventions and assemblies. A maximum of three (3) Association members total may be on Association leave at any one time. The Superintendent may grant additional days upon request.

- a. Unit 1 shall notify the Employer at least five (5) work days in advance of the start of the leave, except in emergencies.
- b. Such leave shall be with pay and not charged to sick leave or any other leave. The leave shall not be cumulative and shall be in effect during the year January 1 – December 31. Requests for Association leave will be accepted only if they are signed by the Association President.

6. Non-employee representatives of Unit 1 will be recognized by the Employer as Unit 1 Representatives in accordance with this Agreement and upon the receipt of a letter so identifying them and signed by the Unit 1 President.
7. Unit 1 shall provide to the Employer a current roster of its officers and building representatives at the start of this contract and every time there are changes in officers.
8. Rules governing activity of the employee Association Representative are as follows:
 - a. Unit 1 agrees that no official of Unit 1 (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. Unit 1 further agrees not to conduct Association business during working hours except to the extent authorized in Section 7 above or upon approval of the Superintendent.
 - b. Unit 1 shall not conduct Unit 1 activities in any work area without notifying the supervisor in charge of that area.
 - c. If it is determined that the Unit 1 President or a representative is abusing the rules of this section, they may be subject to disciplinary action.
9. The Employer agrees that non-employee officers or representatives of Unit 1 shall be admitted to the Employer's facilities and sites during working hours upon reporting to the front desk and signing in. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except as expressly authorized by the Employer.
10. The rights of Unit 1 as set forth in this Agreement are continuous for the duration of this Agreement unless challenged pursuant to Chapter 4117 of the Ohio Revised Code (O.R.C.) and the Rules and regulations of the SERB.

ARTICLE 3 EMPLOYMENT ISSUES

A. Probationary Periods

1. New Hires. Every newly hired full-time employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee receives compensation from the Employer.
 - a. If the job performance of a probationary employee is unsatisfactory, in accordance with evaluations, the employee may be discharged any time after the completion of one-quarter (1/4) of the probationary period as stipulated in Section 2 below. Discharge of a probationary employee for reasons other than poor job performance, as stipulated in Article 4.A., Disciplinary Procedure, may occur at any time prior to the completion of the probationary period. Discharge of a probationary employee shall not be grievable under the terms of this Master Contract.

2. Length of Probation. The length of the probationary period for positions in the Employer's service is one hundred eighty (180) days.
3. Promoted Employees. A newly promoted employee shall be required to serve the probationary period of the position they are promoted into. The term promotion, for the purposes of this article, shall mean the act of placing an individual in a position within the bargaining unit which carries the same or higher salary than that previously held.
 - a. A promoted employee who does not satisfactorily complete his/her probationary period, as determined by the employee's evaluations, will be returned to the classification he/she held before the promotion.
 - b. Any promotion or change in an employee's job classification shall not interrupt the employee's seniority in the program.

B. Employee Licensing and Certification

1. It is the responsibility of each employee to acquire, maintain, update, renew and/or pay the fees for, any license and/or certificate required for his/her position with the Board. Any employee who fails to keep current any license and/or certificate required for his/her position with the Board may be subject to disciplinary action, up to and including termination.
2. An employee will not be compensated during any period in which he/she does not hold the certificate and/or license required for his/her position with the Board.
3. In conjunction with the annual seniority list, the Superintendent or designee shall provide the Unit 1 President with a listing of the required certificate(s) and/or licenses for each classification, as well as a listing of the expiration date(s) of each employee's certificate(s) and/or license(s).
4. It is recommended that each employee submit an application and documentation for a certificate and/or license a minimum of seventy (70) days prior to the expiration date of the employee's certificate and/or license. The Employer will internally process all applications and documentation for certification and/or licensing and return them to the employee within ten (10) working days of the date of submission by the employee, for the employee to process with the agency. If the Employer assumes the responsibility of processing an application and documentation for certification and/or licensing with a state agency, proof of processing shall be given to the employee within the above stated ten (10) workday period.
5. When an employee acquires, renews, or upgrades a certificate or license or earns any additional credits, which would qualify him/her to maintain his/her present position and/or to advance the employee on the salary schedule, the employee shall notify the Superintendent of the credit earned as soon as possible.
 - a. Upon such notification, any degree advancement and/or additional credits earned any time during the year which qualify the employee for a salary adjustment shall

be made, effective with the next pay following presentation of a diploma, transcript and/or other appropriate documentation. There will be no salary schedule after December 31, 2014.

6. Since it is the responsibility of each employee to keep certificates current, no employee shall be constrained from making personal contact with the State Department of DD or other appropriate entity to check on certification status.
7. The board will reimburse Early Childhood Developmental Specialist staff up to 50% of the cost of one seminar or college course per year. The course must be related to the employee's job responsibility as determined in advance by the supervisor with the supervisor's approval and the employee must successfully complete the course with a Grade C or better.

C. Transfer/Vacancy

1. Whenever the Employer determines a job vacancy exists in the bargaining unit, a notice of such opening, listing the qualifications of the position, shall be posted on the designated bulletin board at the Board office. The Employer may post vacancy notices outside of the program at the same time. The Unit 1 President will be provided with a copy of vacancy postings. During the posting period, which shall be indicated on the vacancy notice, anyone wishing to apply for the vacancy shall submit a written application to the Employer. The Employer shall not be obligated to consider any application submitted after the posting period.
2. All timely-filed applications shall be reviewed considering the following qualifications: education, experience, work record, disciplinary record, seniority, and the ability to perform the work.
3. The Employer will grant an initial interview to all bargaining unit applicants who meet all of the following criteria:
 - a. the employee has turned in an application referred to in Section 1 above;
 - b. the employee meets all qualifications for the position and is eligible for at least temporary certification for the position; and
 - c. the employee has satisfied all the application requirements, as outlined in the vacancy posting.
4. The position shall be awarded to the individual who best meets the criteria outlined in Section 2 above. Nothing in this Article shall be construed as preventing the Employer from hiring outside applicants.
5. Any employee within the bargaining unit that is temporarily assigned to duties of a position with a higher pay range than is the employee's own shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the greater of (a) the classification salary base of the higher level

position, or (b) a rate of pay at least five (5) percent above their current base rate of compensation. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classified salary.

6. This working level pay adjustment shall be for a continuous period in excess of two (2) weeks, but not more than six (6) months. A temporary vacancy which exceeds six (6) months may be filled through the use of substitutes, or by posting the selection in accordance with this article. This adjustment shall be granted no more than once in any one (1) year period, which will begin with the effective date of the adjustment.
7. If the employee is assigned to the duties of a position with a lower pay range, in no event shall he/she be paid at a rate less than his/her permanent classification.
8. Involuntary transfer shall mean a permanent change in an employee's classification without the employee's consent. The employee may request, in writing, a meeting with the Superintendent or his/her designee to discuss the reason for the transfer. No employee shall be involuntarily transferred to a position for which he/she does not hold certification.
9. The Employer will not use a substitute employee for more than sixty (60) consecutive working days in the same position unless the person is substituting for an employee on an approved leave of absence.

D. Evaluation of Employees

1. The Performance Evaluation Program is intended to be a system of communication between the supervisor and the employee. It provides for a systematic periodic evaluation of the work of each employee in the bargaining unit. It will enable the employee to have an increased awareness of his/her work and what is expected of him/her. The employee will be able to tell in what respect his/her work is most in need of improvement or is worthy of praise and recognition.
2. Each employee shall be evaluated by the immediate supervisor and/or program director to whom he or she is regularly assigned. If an employee has been reassigned to a new supervisor within six (6) months of the evaluation date, the present and former supervisor shall cooperate in the evaluation.
3. The evaluation form will be used for all types of evaluations. All employees in probationary status are to be evaluated at least twice during the probationary period. One evaluation is to be made approximately one-quarter of the way through the probationary period. The final evaluation is to be made prior to the completion of the probationary period.
4. All employees who are not in a probationary status shall receive a performance evaluation not less than once a year. The evaluation shall cover the employee's performance during the entire year preceding the date of evaluation, or during the time since completion of his/her probationary period. Where the employee has completed a

probationary period and has received a performance evaluation within the past ninety (90) days, that employee need not receive a second evaluation for that year.

5. Prior to the end of each year (following completion of the employee's probationary period) the employee will meet with his/her supervisor and review his/her annual performance evaluation. The employee shall sign a copy of the evaluation as evidence that such a conference was conducted and shall receive a copy of the final evaluation. Another copy of this final evaluation containing the employee's signature shall be placed in his/her personnel file.
6. Supervisors shall observe his/her employees on an informal and intermittent basis during the year. If the Employer has concerns regarding the performance of an employee, the supervisor shall counsel the employee about the concerns and shall present written suggestions to the employee on how performance might be improved.
7. An employee who disagrees with his/her evaluation may prepare a written rebuttal to his/her evaluation and such rebuttal shall be attached to the evaluation form and made part of the record.

E. Reduction in Force

1. In case a layoff of employees is anticipated, the Employer will notify Unit 1 thirty (30) days in advance of the effective date of the pending layoff, if possible, but in no event less than fourteen (14) days prior to the layoff. Upon a request from Unit 1, the Employer and Unit 1 shall meet to discuss possible alternatives.
2. In the event of a layoff, the affected employee(s) shall receive a notice fourteen (14) calendar days prior to the effective date of the layoff.
3. In the event of a layoff, the Employer shall lay off and recall in accordance with the applicable sections of this article and Agreement.
4. The Employer shall provide to the President of Unit 1 a statement of rationale and supporting documentation prior to sending any layoff notice(s) to employees. An employee may be laid off if the Employer determines that there is a lack of funds, a lack of work, or a need to abolish positions. The following definitions pertain to the terms used in this Section 4.
 - a. Lack of funds means a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations.
 - b. Lack of work means a current or projected temporary decrease in the workload, expected to last less than one (1) year, which requires a reduction of current or projected staffing levels. The determination of a lack of work shall indicate the current or projected temporary decrease in the workload of the Employer and whether the current or projected staffing levels of the Employer will be excessive.

- c. Abolishment of positions means the permanent deletion of a position or positions from the program or structure of the Employer due to lack of continued need for the position. The Employer may abolish positions as a result of reorganization for the efficient operation of the Employer, for reasons of economy, or for lack of work.
5. The Superintendent shall provide the Unit 1 President with a seniority list from time to time, and at least once by February 1 of each year. The seniority list(s) shall be made up for each classification and shall be used for purposes of any reduction in force. Unit 1 is responsible for reviewing the seniority lists and reporting any problems to the Superintendent by March 1 of each year, or within thirty (30) days of the time any seniority list is provided to Unit 1. If no problems are reported by March 1 or within thirty (30) days of the time any seniority list is provided to Unit 1, the list will be deemed correct. Employees shall be placed on the seniority list in all classifications for which they are certified/registered/licensed, and have actually worked in that classification for the Knox County Board of DD. The Board may also consider experience from other County DD Boards on a case-by-case basis or, at its discretion, consider experience from other agencies. If an employee desires to be placed on a seniority list by virtue of his/her meeting the minimal qualifications for position, as specified in the classification position description, that employee must show evidence that he/she has experience in the area.
- a. The Employer shall proceed to lay off employees in the following sequence:
1. The Employer shall handle all employee reductions first through normal attrition.
 2. Those employees with the least seniority system-wide in the classifications being reduced as defined herein shall be laid off first, however, the employee shall have the right to displace a less senior employee in any classification in which the laid off employee is on the seniority list. An employee must respond to his/her bumping rights, if any, within seven (7) working days of receiving the layoff notice. If written notice exercising bumping rights is not given to the Employer within seven (7) working days, the employee will have waived any bumping rights he/she may have.
- b. For purposes of this Agreement, seniority shall be defined as the number of years of service in the regular employment of the Employer, including authorized leaves of absence not exceeding six (6) months, commencing with the most recent date of employment with Unit 1. If two (2) or more employees have equal seniority as defined herein, then the following shall apply:
1. The date of the letter sent by the Superintendent confirming employment with the Employer;
 2. The date on which the employee submitted a completed job application;
 3. If all other criteria are equal, seniority shall be determined by the flip of a coin.

6. Rights While on Layoff.

- a. If recalled, the employee shall have the right to return to the same contract status, seniority level, total sick leave accumulation, and any other benefits of employment that had accrued to the employee prior to layoff.
- b. The employee shall have the right to any and all insurance benefits provided by the Employer for a period of eighteen (18) months, or as long as the applicable federal regulations allow. COBRA premiums must be paid in accordance with the procedures set by the Knox County Auditor. Said premium shall be paid by the employee by check, money order or bank draft made payable to the Knox County Treasurer and received in the Knox County Auditor's office by the 1st of each month.

7. Recall Rights.

- a. Employees who are laid off shall be retained on the recall list for twenty-four (24) months, during which time they must be offered reemployment, in reverse order of layoff, to any position which the Employer intends to fill in their area(s) of licensing/ registration/certification/classification or to an area(s) in which the employee becomes certified/ licensed/registered and/or qualified prior to the recall.
- b. An exception to this recall provision may occur when an employee has been laid off and has bumped into a position of lesser pay, as determined by the employee's hourly rate. If a position in that person's original classification becomes vacant, and is intended to be filled, within twenty-four (24) months of the time the employee bumped into the position of lesser pay, he/she shall have the right to return to that original classification before anyone is recalled from the recall list. This exception shall only be available to the first employee who exercises their bumping rights in any layoff "chain."
- c. The Employer shall not hire any new employee to any classification as long as there is an employee on the recall list to fill the position. All notices of recall shall be sent by certified mail to the employee's last known address on file with the Employer. An employee must respond to a recall notice within seven (7) working days of mailing of the notice or that employee will be permanently removed from the recall list, unless the employee can show that he/she did not receive the notice in time to respond within seven (7) working days.
- d. An employee shall have the right to reject a notice of recall and remain on the recall list for the remainder of time as stipulated in Section (a) above, if the position to which the employee is being recalled is less than comparable to his/her previous position. Comparable shall mean a position of equal or greater weekly pay.
- e. An employee recalled to his/her same classification shall not serve a probationary period, except that an employee laid off during a probationary period shall continue the probationary period to completion. An employee recalled to a different classification shall serve the usual probationary period for that classification. An

employee who becomes certified, registered or licensed for a position while on layoff, and is then recalled to the position he/she became certified, registered or licensed for, must complete the original probationary period for that position. An employee who does not successfully complete his/her probationary period after a recall shall be returned to the recall list and begin a new twenty-four (24) month recall period.

F. Position Descriptions

1. Each employee shall be provided with a copy of their official position description. In addition, the employee shall be provided a copy of the position description of their position any time there is a change in duties.
2. Position descriptions shall be written in general terms and state the general functions and responsibilities required of the position, as well as the knowledge, abilities, certification and skills necessary to perform the function.
3. An employee may bring a grievance if the employee believes his/her responsibilities are beyond the scope of the position description.

G. Personnel Files

1. Location and Maintenance. The official personnel files of all employees are kept at the Board office and are maintained by an individual designated by the Superintendent.
2. Contents of Personnel Files. The official personnel file of all employees shall contain those items required by the State Department of Developmental Disabilities. Each employee will be made aware of any additions to his/her official personnel file, and will be shown or given a copy of all items except confidential employment references, as they are added to the file. Each item in the file shall be dated as to its entrance therein. No anonymous letters, reports, or communications shall be included in the employee's personnel file.
3. Access to Personnel Files. Access to an official personnel file is available only to the individual employee and his/her Unit 1 Representative, supervisory personnel, Board members, or to others as required by law. When access to an employee's personnel file is requested by "others as required by law", the Employer will make a reasonable effort to personally notify the employee before the file is shown to the requester. Any employee wishing to examine his/her personnel file shall make a written request to the Superintendent or his/her designated representative. Such review shall be granted in a reasonable period of time, but in no case later than seven (7) days following the employee's written request. A designated Employer representative must be present when an employee is reviewing a personnel file. An employee may not personally add or remove documents from a personnel file. The Employer shall not be required to pay an employee or to lose that employee's service as a result of this activity, unless advance approval to examine the files during regular working hours has been obtained. The employee may be accompanied by an Unit 1 Representative.

4. Personnel File Disputes. If an employee, upon examining his/her personnel file, disputes the accuracy, relevance and/or timeliness of those documents to which he/she has access, the employee may request the Employer, in writing, to investigate the disputed information. The Employer shall, within a reasonable time after receiving the request from the employee, make an investigation of the disputed information, and shall notify the employee of the results of the investigation and the action he/she plans to take with respect to the disputed information. The Employer shall delete any information that is found to be inaccurate, irrelevant and/or untimely.

ARTICLE 4 WORKING CONDITIONS

A. Disciplinary Procedures

1. No employee shall be reduced in pay, or position, or suspended, discharged or removed except for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, willful violations of the Employer's policies, which are not inconsistent with the terms and conditions of this Agreement, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance. Further, no form of disciplinary action will be taken against any employee except for just cause.
2. If there is a likelihood that a conference between a supervisor and an employee(s) will lead to disciplinary action, the employee(s) has the right to request that a Unit 1 representative of his/her choosing be at the conference. The right to union representation does not extend to meetings of a routine nature that are not likely to lead to disciplinary action. It is understood that if a confidentiality issue with an individual arises, the representative may be asked to step out of the room while the name(s) are revealed.
3. Except in instances where the employee is found guilty of an offense of a serious nature, such as those referred to in Section A(5) below, discipline will be applied in a corrective, progressive and uniform manner in accordance with this Agreement and the Board's policy.
4. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
5. Certain offenses may warrant suspension and/or discharge without regard to previous reprimands or discipline if such offenses occur in the course of employment. Such offenses include, but are not limited to, the following:
 - a. theft of or intentional damage to Employer property;
 - b. theft of or intentional damage to an employee's or individual's property;
 - c. repeated insubordination toward management, or threatening, abusive or obscene language toward the public or individuals;

- d. intoxication, working under the influence of alcohol or an illegal controlled substance while on duty, or conviction for the sale of any illegal controlled substance;
- e. deliberate falsification of records; and/or
- f. provoking a fight with another employee, an individual, or a member of the public.

Any offenses and disciplinary actions of non-probationary employees shall be subject to the discipline procedures and grievance procedure of this Agreement.

- 6. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.
- 7. Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee: (1) specific charges which are the basis for the proposed disciplinary action; (2) the maximum possible discipline; (3) a statement of the employee's right to representation at the pre-disciplinary conference; and (4) the names of the persons the Employer intends to have at the conference. Within ten (10) working days following the pre-disciplinary conference a written report will be sent by the Employer to the employee and the Unit 1 President concluding whether or not the alleged conduct occurred, and what discipline, if any, is appropriate.
- 8. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Association will notify the Employer of the names of the persons it intends to have at the conference.
- 9. The decision of the Employer may be appealed by filing a grievance at Step 2 of the grievance procedure within ten (10) working days of receipt of the decision. If the parties agree in writing, the grievance can be filed directly at Step 3 of the grievance procedure.
- 10. If the Superintendent determines that the employee's continued employment prior to the pre-disciplinary conference poses a danger to persons or property or a threat of disrupting operations, the Superintendent may suspend the employee with pay pending the conference provided for in this article.
- 11. Records of disciplinary action shall cease to have force and effect and shall be expunged from all files according to the following schedule, providing that no intervening disciplinary action has been taken during that time period.

Instruction and cautioning	-12 months
Written reprimand	-18 months
Suspension (of less than five [5] days)	-24 months

- a. The exception to the above timelines is for repeat offenders, who are employees given at least three (3) separate disciplinary actions within any two (2) year period. For repeat offenders the above timelines become twenty-four (24) months for

written reprimands and thirty-six (36) months for suspensions of less than five days. After all disciplinary actions are removed, the repeat offender will resume normal status and sequence.

12. All disciplinary procedures shall be carried out in private and in a business-like manner.

B. Hours of Work/Work Year

1. General.

- a. Unit 1 shall work a standard schedule of eight (8) hours per day for forty (40) hours per week for two hundred forty-five (245) work days per year.
 - b. It is understood that employees occasionally may be required by a supervisor to interrupt their lunch period. It is also understood that employees may request, in advance, a rescheduling of their lunch period to deal with a work situation that requires handling during their lunch period. In either of these situations, an equivalent amount of time off will be rescheduled at the request of the employee, with the approval of the appropriate supervisor.
 - c. Staff meetings may either be regularly scheduled or scheduled on an as needed basis. At least three days notice will be given for as needed staff meetings, unless circumstances make such notice impracticable
2. Employees may be required to work flexible hours as part of their job duties. The Employer will make efforts to accommodate employees who cannot make the immediate transition to the flexible hours. If such accommodation results in not enough employees from a particular classification being available for a certain duty, the least senior person(s) in the classification will be required to work the flexible hours and perform those duties until the transition can be made.
 3. In the case of emergency situations (as defined by management), plans for addressing such situations will be developed as soon as possible after the situation has been identified. To the extent possible, staff who are affected by the situation will be involved in the planning process for handling the situation.
 4. There will be a minimum of one (1) in-service day during each year.

C. Health and Safety

1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for his/her employees. The employee(s) accepts the responsibility to maintain his/her tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known.

2. The supervisor will investigate all reports of unsafe working conditions promptly and will correct any which are found, as soon as possible, and see that the safety rules and safe working methods are followed by employees.
3. An employee will not be required to perform work which will place him/her in imminent danger of loss of life or of serious injury. Should an employee refuse to perform work which the Employer does not consider meeting the above criteria, the employee shall be subject to appropriate disciplinary action.

D. Non-Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, political affiliation, handicapped status, sexual orientation or involvement or non-involvement in Unit 1. Unit 1 shall share equally with the Employer the responsibility for applying this provision of the Agreement.
2. All references to employees in the Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include both male and female employees.
3. The Employer agrees not to interfere with the rights of employees to become members of Unit 1, and there shall be no discrimination, interference, restraint, or coercion by the Employer against any employee because of Unit 1 membership or because of any legal employee activity in an official capacity on behalf of Unit 1.
4. Unit 1 recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
5. Unit 1 agrees not to interfere with the rights of employees to not become members of Unit 1, and there shall be no discrimination, interference, restraint, or coercion by Unit 1 or its representatives against any employee exercising the right to abstain from membership in Unit 1 or involvement in Association activities.

E. Miscellaneous Provisions

1. Policy and Procedure Distribution. The Unit 1 President and Secretary shall be provided with a copy of all Board policies and procedures which relate to bargaining unit 1 employees, within thirty (30) days of their enactment by the Employer. A copy of all Board policies and procedures shall be available for employees to review during non-work time on the server.
2. Medical Exams. The Employer may require that an employee submit to a medical examination in order to determine the employee's capability to perform the duties of the employee's position. Such examination shall be conducted by a physician designated by the Employer. The Employer will supply the examining physician with the facts relating to the perceived disabling illness, injury, or condition. Additional information may

include: physical and mental requirements of the employee's position; duty statements; job classification specifications; and position descriptions. The cost of the medical examination shall be paid by the Employer.

- a. Employees shall not be responsible for paying for any physical examination required by the Employer as a condition of an employee maintaining a position of employment. The Employer has the right to select the physician for such required physical examination.
 - b. The employee shall be paid for absence due to a required physical examination and such absence shall not be charged to sick leave or any other leave contained in this Agreement.
3. Information Packet. Each new employee will be provided a packet of information within five (5) working days of actual employment which shall include but not be limited to:
- a. all necessary forms for enrollment and employment;
 - b. itemized listing of information needed for employment such as official transcript, previous employment information, etc.;
 - c. all other necessary information needed for employment;
 - d. appropriate and applicable Board policy.

Any information required from previous employers and available only to the Employer (e.g. sick leave credit, years of service credit) will be requested by the Board within five (5) days of actual employment.

4. Public Complaint Procedure. When a complaint is made to the Employer by an individual's responsible party or any other member of the public concerning an employee's conduct or other activities that relate to the employee's employment duties, and the concern is thought to be serious enough to be put in writing and placed in the employee's personnel file, the employee shall be informed of the stated concern by the appropriate administrator. The appropriate administrator and employee shall jointly attempt to resolve the party's complaint.
- a. Should the complaining party still not be satisfied and bring the concern to the Employer, the employee shall be so informed and have the right to provide the Employer information concerning the issue.
 - b. An employee who disagrees with a written public complaint which has been placed in his/her personnel file may prepare a written rebuttal to the complaint and such rebuttal shall be attached to the complaint and be included in his/her personnel file.
5. Supersede Civil Service. Because the parties have agreed to binding arbitration of grievances, as defined in this Agreement, it is understood that the State Personnel Board

of Review and DAS shall have no authority or jurisdiction as it relates to articles of this Agreement.

6. Leave Balance Statements. The balance of leave is printed on the bi-weekly pay stub and all employees are encouraged to check with Human Resources to verify their leave time.

F. Labor Management Meetings

1. In the interest of sound labor/management relations, upon the request of either the Employer or Unit 1, on a mutually agreeable day and time the Employer shall meet with not more than two (2) representatives of Unit 1 to discuss pending problems and to promote a more harmonious labor/management relationship.
2. Each party shall furnish an agenda to the other in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending. The purpose of such meeting shall be to:
 - a. discuss the administration of this Agreement;
 - b. notify Unit 1 of changes made by the Employer which affect employees;
 - c. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
 - d. disseminate general information of interest to the parties;
 - e. discuss ways to increase productivity and improve efficiency and,
 - f. consider and discuss health and safety matters relating to employees.
3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 5 LEAVES AND TIME OFF

A. General Provisions

1. Leave Year: The leave year for sick, vacation and personal leave will be from January 1 through December 31.
2. Prorating Leave: If an employee begins employment or terminates employment at any point during the leave year, sick, vacation and personal will be prorated accordingly. If an employee uses more leave during a year than he/she earned prior to terminating employment, then the amount owed shall be withheld from a paycheck, or otherwise reimbursed to the Employer.

B. Sick Leave

1. Crediting of Sick Leave. Sick leave credit shall be accrued at the rate of 4.706 hours on eighty (80) hours worked or on approved paid leave. If on unpaid leave of absence or layoff, the sick leave will be prorated. Unused sick leave shall accumulate without limit.
2. Retention of Sick Leave. An employee who transfers from another public agency to the Employer, or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that Section, so long as he is employed by the Employer, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his reemployment with the Employer provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.
3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a long-term personal leave in accordance with the provision of the article on Unpaid Leaves of Absence.
4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-quarter (1/4) hours. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.
5. Use of Sick Leave.
 - a. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
 1. illness or injury of the employee or a member of his immediate family;
 2. death of a member of his immediate family (sick leave usage limited to a maximum of five (5) working days except in the case of parents, spouse, or children only, a maximum of ten (10) working days); three (3) of those days will be paid bereavement days by the Board.
 3. medical, dental or optical examination or treatment of the employee or a member of his immediate family, which requires the employee to be present, and which cannot be scheduled during non-working hours;
 4. if a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and,

5. pregnancy and/or childbirth and other conditions related thereto.
 - b. Definition of immediate family: grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, a legal guardian or other person who stands in place of parent (loco parentis). For purposes of Section 5(a)(2) of this Article, immediate family also includes the following: aunt, uncle, niece and nephew.
6. Evidence Required for Sick Leave Usage. The Employer shall require an employee to request leave on Infal electronic form.
7. Notification by Employee. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person the day before, if possible, or at least one (1) hours before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.
 - a. When an employee is injured or ill during the workday, such injury or illness shall be reported to the employee's immediate supervisor or supervisor's designee. If it is an injury, it must be reported immediately. It must be reported within 24 hours to the Human Resource Director.
8. Abuse of Sick Leave.
 - a. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.
 - b. Unless the absence is for an extended approved leave, the Employer will schedule a meeting with an employee when either his/her sick leave usage reaches twelve (12) days or 96 hours in a year, or the Employer suspects a "pattern of abuse". The purpose of this meeting shall be to review sick leave usage and allow the employee the opportunity to discuss any extenuating circumstances concerning the use of sick leave of which the supervisor should be aware. If a satisfactory explanation is not provided, the Employer may begin corrective and progressive disciplinary action.
9. Physician Statement. If an employee is absent for three or more full days, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.
10. Conversion or Carry-Forward of Sick Leave Credit. An employee shall have, pursuant to the following provisions, the option to convert to cash benefit or carry forward the balance of any unused sick leave credit earned for that specific calendar year.

a. Sick Leave Credit Conversion or Carry Forward

An employee who has accrued sick leave for the specific Leave Year and remains in the employment of the Board shall have the following options with regard to the earned but unused portion of such sick leave:

1. Carry forward the accrued balance of sick leave; or
2. Receive a cash benefit conversion for the unused accrued balance of sick leave; or
3. Carry forward a portion of the accrued balance of sick leave and receive a cash benefit conversion of a portion of the accrued sick leave.
4. The cash benefit conversion shall be equal to one hour of pay for each two (2) hours of sick leave.
5. All cash benefit conversions shall be made no later than the last Friday of November.

b. Limitations of Conversion of Accrued Sick Leave

1. All sick leave balances that are carried forward are excluded from further cash benefits provided by this section. The failure of an employee to utilize one of the sick leave conversion options listed above shall result in the automatic carry-forward of any balance of accrued sick leave.
2. Any cash benefit conversions of sick leave under the provisions of this Article shall not be subject to contributions to any of the retirement systems either by the employee or the Employer.
3. Any employee eligible to receive a cash benefit conversion of accrued sick leave must indicate his/her desire to convert any sick leave, on a form to be provided by the Employer.

C. Professional Leave

1. Employees are eligible to take professional leave with the prior written approval of his/her Supervisor. Reasonable conference fees, hotel/motel and meal expenses will be eligible for reimbursement, to the extent approved by the Supervisor/Superintendent.
2. Round trip auto mileage shall be reimbursed at the IRS rate as of January 1 of each year. If the IRS rate is not a whole number, that rate will be reduced to the next lowest whole number. Request for reimbursement shall be submitted on the Board travel expense form on a monthly basis.

3. Receipts must verify all expenses.

D. Assault Leave

1. If an employee receives physical injury that is caused by an individual, while performing assignments or duties which are required as a part of their employment, the Employer shall grant a leave of absence for a period of recovery. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave. The period of recovery shall be designated by the employee's physician. The Employer reserves the right to seek another medical opinion at the Employer's expense. Assault leave benefits shall not extend beyond the time the employee becomes eligible for Worker's Compensation (lost wages) or disability retirement.
2. If an employee receives physical injury that is caused by an individual, while performing assignments or duties which are required as a part of their employment by the Board, and this can be verified by the appropriate administrator, no physician's statement will be necessary when the employee needs to go home for the remainder of that day. In cases where more than that day off is necessary, then a physician's statement will dictate the length of leave, subject to the restrictions contained in Section 1.
3. The assault leave injury form shall specify the nature of the injury, how the injury occurred, the identity of the individual causing the injury and any additional information pertinent to the incident.
4. Employees who are granted assault leave will be permitted to continue on the Employer's health insurance plan for three (3) months from the injury, on the same terms and conditions as prior to the injury.
5. The Employer will advance the employee's share of the health insurance premium cost to employees who fit within all of the following categories: (1) the employee has taken paid assault leave for an injury; (2) the employee is still unable to return to work and is on an unpaid leave of absence; and (3) the employee has applied for Workers Compensation benefits and has not yet received any checks from Workers Compensation. All monies advanced under this section to cover premium costs will be reimbursed to the Employer upon receipt of the first check from Workers Compensation.

E. Military Leave/USERRA

1. All employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve components of Armed Forces of the United States are entitled to a leave of absence without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) calendar days in any one calendar year. Staff will get paid regular salary minus the amount of military pay.

F. Court Leave

1. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed in their professional capacity for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received from the court for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed outside of normal working hours.
2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be approved leave without pay, personal leave, previously earned vacation time, or compensatory time, if scheduled in advance with the Employer.
3. It is understood that an employee released from jury duty prior to the end of his/her scheduled workday, shall report to work for the remaining hours.

G. Unpaid Leaves of Absence

1. Personal Leave. Employees may be granted a personal leave of absence for a maximum duration of six (6) months for any personal reasons of the employee, and may request an extension for up to six (6) months.
2. Education Leave. Employees may be granted an education leave of absence for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the Employer by improved performance of any level, or voluntary service in any governmentally sponsored program of public betterment.
3. Disability Leave. Disability leave may be granted under the following procedures:
 - a. A physically incapacitated employee, who has exhausted his or her accumulated sick leave, may request up to one (1) year of disability leave only if he or she can present evidence as to the probable date on which the employee will be able to return to the same or similar position. If the employee is still physically incapacitated and unable to return at the end of the initial leave, the employee may request an extension of up to six (6) months, subject to the requirements of Section b below. Requests for leave should be in writing, with supporting evidence attached, and must be approved by the Employer.
 - b. A disability leave may be granted when an employee has exhausted his or her accumulated sick leave, vacation leave and any authorized personal leave and is:

1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution or;
 2. Is declared physically incapable of performing the duties of his or her position by a licensed physician designated by the Employer. The Employer will pay the cost of such examination.
- c. Any appointment made to a position vacated by an employee on disability leave will be on an interim basis.
4. Maternity Leave. Any employee who becomes pregnant shall, upon request made to the Employer, be granted leave to absent herself from work for maternity purposes. Each employee who requests such leave must submit a physician's certificate stating the probable period for which the employee will be unable to perform her duties. The employee must utilize any or all of accrued sick leave and vacation leave for maternity purposes; after accrued sick leave and vacation leave are exhausted, the employee shall be placed on maternity leave of absence without pay, not to exceed twelve (12) weeks, for the remainder of the time authorized by her physician. At the expiration of twelve (12) weeks, additional unpaid leave may be granted to the employee. If the Employer has reason to believe an employee is unable to fulfill her usual duties by reason of pregnancy, the Employer may request in writing that said employee begin sick leave, vacation leave, and/or maternity leave without pay, at the employee's option, at an earlier date than the employee has selected. Should the employee refuse all of the above options, the Employer may place the employee on disability leave. The employee, at her option, may elect to take her accrued sick leave and/or vacation leave before taking a maternity leave of absence without pay.
 5. Parental Leave. Parental leave of up to twelve (12) weeks shall be granted, upon application to the Superintendent, to any employee, provided that such request is made within three (3) months of the birth of his/her child, or the adoption of a child. The employee, at his/her option, may utilize any or all of accrued sick leave and vacation leave for parental leave purposes; after accrued sick leave and vacation leave are exhausted, the employee shall be placed on parental leave of absence without pay. The employee shall make application for parental leave no later than six (6) weeks prior to the beginning date of the leave.
 6. Authorization for Leave. The authorization for a leave of absence without pay is a matter of administrative discretion. The Employer or other designated representative shall decide in each individual case if a leave of absence is to be granted, within the limitations of the appropriate rules of the Employer.
 - a. A leave of absence shall be requested and authorized on Infal electronic form.

7. Reinstatement From Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists.
 - a. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.
 - b. Any replacement in the position while an employee is on leave is to be on a temporary basis.
 - c. An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered absent without leave; and shall be subject to immediate termination.
8. Sick Leave Credit and Vacation Credit. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.
9. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found that leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.
10. Failure to Return From Leave of Absence. An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without reporting to the Employer or his representative, may be subject to immediate termination.
11. Insurance Benefits. The employee shall have the right to maintain, in force, health, dental and vision and life insurance benefits, pending approval and conditions of the carrier(s) involved, during any unpaid leave of absence. The employee shall pay 100% of the premiums directly to the Employer by the 1st of each month. Failure to pay such premiums by the 1st of each month shall void the employee's right to maintain insurance benefits for the duration of his/her leave. The Employer will pay its normal share of insurance premiums while the employee is on leave that has been designated as FMLA.

H. Holidays

1. Employees shall receive full pay for the following designated holidays:

New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve and Christmas Day.

I. Vacation

1. Only twelve (12) month employees, after completion of six (6) months of service in the employment of the Board, are eligible for paid vacation leave according to the following guidelines:

<u>Years of Service</u>	<u>Annual Rate of Accrual*</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 12 years	4 weeks
After 22 years	5 weeks

*or pro-rated amount depending upon hours worked per week. "Years of Service" shall include all previous service as a public employee in the State of Ohio with proper documentation.

Each employee will accrue vacation leave for which they are eligible per eighty (80) hours worked in approved paid status.

2. Upon the completion of six months of employment with the Board, the employee shall be credited with one (1) week or after 12 months two (2) weeks of vacation (or a pro-rated amount dependent upon the number of hours worked per week) and the appropriate bi-weekly rate of accrual shall begin to be credited to the employee.
3. Part-time and temporary employees do not earn vacation leave but are entitled to service credit if they later become twelve (12) month employees.
4. Eligible employees must request vacation leave on the Infal electronic form. Vacation leave shall be taken at a time that is mutually convenient to the employee and the Supervisor and is subject to the Superintendent's administrative discretion. Vacation leave is to be taken during the Leave Year, however, an employee shall be permitted to carry over up to three (3) weeks per year. An employee, in special cases and with written approval from the Superintendent, may be permitted to carry over vacation leave for up to three (3) years. No vacation leave shall be carried over for more than three (3) years.
5. Vacation leave is earned during the time the employee is in active pay status. Additional vacation leave is not accrued through the accumulation of paid overtime.
6. Employees who resign or retire are entitled to compensation at their current rate of pay, for any earned but unused vacation leave at the time of separation. In the case of the death of an employee, any earned but unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code.

7. Days designated as holidays shall not be charged to vacation leave.
8. Vacation leave must be taken in increments of one (1) hour.
9. Approximately three (3) months prior to the end of the leave year, the Employer will send that employee a notice indicating how many hours they have to use prior to the end of the calendar year. Anyone who is notified that they have vacation hours left to use has three (3) options:
 - a. Use the vacation hours prior to the end of the calendar year; or
 - b. Carryover of up to three (3) weeks per year as stated above in section I(4); or
 - c. Cash-in of up to forty (40) vacation hours at a rate of one (1) hour per one (1) hour at the employees hourly rate. If this option is selected, the following will apply:
 1. Any cash-in of vacation hours must be done in the month of November of each year and be done so on a form provided by the employer.
 2. Any cash benefit conversions of vacation hours under the provisions of this Article shall not be subject to contributions to any of the retirement systems either by the employee or the Employer.
 3. The remaining balance of vacation may be taken or up to two (2) weeks of vacation may be carried over into the next calendar year.

J. Personal Days

1. Employees shall be entitled to four (4) personal days per Leave Year or prorated amount depending upon hours worked per week.
2. No personal leave may be taken to earn additional compensation.
3. Request for personal days should be made at least one day in advance.
4. Personal leave days shall not be cumulative from one year to the next.
5. The employee shall request Personal time on the Infal electronic fom in advance of said days if possible.
6. Personal leave may be used in minimum increments of one-half (1/2) hour.
7. Personal Days may not be taken on In-service days except with the approval of the Superintendent.

8. Unused personal days will be automatically converted to sick leave at the end of each Leave Year according to the following schedule:

<u>Number of Personal Days Used In a Leave Year</u>	<u>Percent of Unused Personal Days Converted to Sick Leave</u>
0	100%
1	80%
2	60%
3	50%

ARTICLE 6 COMPENSATION, INSURANCE AND PAYROLL

A. Salaries

1. The employees in the following classification shall be paid the following base salary for the duration of the contract with consideration for additional salary being given for applicable prior experience:

Early Childhood Developmental Specialists \$38,054
 Custodial Worker \$10.89
 Fiscal Specialist \$13.22
 Maintenance/Custodial Worker \$13.15
 Secretary \$11.52

All other employees in the bargaining unit will receive a 3% increase on his/her current salary.

2. Effective January 1, 2016 all employees in the bargaining unit will receive a 3% increase on his/her current salary.
3. Effective January 1, 2017 employees in the bargaining unit will receive a 3% increase on his/her current salary.

B. Pay Periods

1. Employees shall be paid on a twenty-six (26) pay basis per year. Pay shall be distributed on an every other Friday basis.
2. Pay periods shall be in accordance with the pay schedule as established by the Knox County Auditor.

C. Insurances

The Employer shall pay eighty five (85%) percent of Medical Insurance premium per month and staff shall contribute fifteen (15%) percent per month of the group plan coverage effective January 1, 2015.

1. The Employer shall pay for the dental and vision coverage for each employee and his/her eligible dependents to a maximum of \$39.07 per month. Any increase in total premium shall be apportioned seventy percent (70%) to the Employer and thirty percent (30%) to the employees.
2. The Employer shall purchase and pay the full cost of group term life insurance, AD&D, in the amount of forty thousand dollars (\$40,000) for all employees.
3. The Employer shall maintain a Section 125 Plan (insurance premiums only - not a cafeteria plan).

D. Flex Time

1. Flex Time – Time worked above and beyond the schedule work day can be flexed out with prior approval of the employee's supervisor. The time will be taken hour for hour up to forty (40) hours in a work week with no 1 ½ time being granted. Time will be scheduled to benefit both the employee and the employer. Disagreements between the employee and the supervisor will be decided by the Superintendent. Any time worked above and beyond the scheduled work day that is unable to be flexed out during the pay period in which it is accrued will be carried over to be flexed out during the next pay period.
2. The Maintenance/Custodial worker Board-issued cell phone shall be answered after hours and the total time of phone calls is to be flexed (hour for hour) with the approval of the Maintenance/Custodial Supervisor.

E. Severance Pay

1. Any member of the bargaining unit who has ten (10) or more years of continuous service with the Employer who actually retires at the time of separation from his/her employment, may sell their accrued but unused sick leave for severance pay according to the following guidelines:
 - a. Calculation for the severance benefit shall be one quarter (1/4) of accrued but unused sick leave not to exceed three hundred twenty (320) hours of pay.
 - b. Severance pay shall be based on the employee's per diem rate at the time of actual retirement.
 - c. Payment of severance pay shall be in a lump sum paid within ninety (90) days after the Employer receives notice and written substantiation from the employee that he/she has actually retired and is receiving retirement benefits from PERS. Such written substantiation must be made to the Employer within one hundred twenty (120) days of the time the employee leaves his/her employment with the Board.
 - d. Severance payments shall be made only once to any employee and shall extinguish all the accumulated sick leave of the employee.

2. If an entire program of the Board is closed down, employees of that program who lose their employment with the Employer as a result of the closing of the program will also be eligible for severance pay under this Article, even if they do not have ten (10) years of continuous service with the Employer and/or are not eligible to actually retire at the time the program is abolished. The following areas are considered to be programs for purposes of this section: Early Childhood Intervention Specialists.

F. PERS Pick Up

1. The Employer agrees to pick up contributions to the Public Employees Retirement System (PERS) on behalf of those employees eligible for PERS on the following terms and conditions:
 - a. The amount to be picked up on behalf of each employee shall be the most current PERS approved member contribution rate. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board.
 - b. The pick-up percentage shall apply uniformly to all employees.
 - c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer pick-up.
 - d. The pick-up shall apply to all compensation including supplemental earnings.
 - e. For Internal Revenue Service purposes the W-2 form for each employee shall reflect the actual amount as indicated on the negotiated salary schedule - minus the PERS pick-up.
 - f. The negotiated salary schedule amount for each employee shall be utilized for all other calculations for the purposes of compensation - such as - but not limited to - unemployment compensation, sick leave, workers' compensation, severance pay, and retirement calculations.
 - g. The pick-up will be at no cost to the Board and is solely for the purpose of reducing the current tax for employees and will remain in effect so long as "Revenue Ruling No. 77-462" remains substantially unchanged. Any payback required because of a change in the Revenue Ruling will be the responsibility of the employee.

G. Worker's Compensation Claims

1. If an employee uses sick leave benefits for an injury which is subsequently approved by the Worker's Compensation Bureau (WCB), upon request of the employee and provision of the requisite forms to the Employer, the Employer will file with the WCB for reimbursement of the sick leave benefits paid to the employee to the maximum allowed by the WCB (currently twelve weeks and seventy-two percent). Such request shall be made within three (3) weeks of the WCB determination that the employee will receive worker's compensation benefits. Upon receipt of payment from the WCB the Employer will reinstate the equivalent pro-rated value of sick leave hours. Such reinstatement of

hours will be reduced from the rebated amount by the amount of Board payment of all fringe benefits, including, but not limited to, retirement and worker's compensation, which were paid while utilizing sick leave benefits for the injury.

2. As an alternative to filing with worker's compensation for "lost wages" claims, employees may choose to take advantage of the Knox County Wage Continuation Plan (as long as it is being offered by the County).
3. A copy of the Knox County Wage Continuation Plan is attached as Appendix F.

H. Payroll Deduction of Association Dues

1. The Employer with KCAO agrees to deduct regular Association membership dues from the pay of any employee eligible for membership in the Association upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form shall be presented to the Superintendent or his designee by the Treasurer of the Association. Upon receipt of the proper authorization, as contained herein, the Employer will deduct Association dues during the next pay period in which dues are normally deducted, following the pay period in which the authorization was received by the Employer.
 - a. Pursuant to authorization by the employee, the Employer with KCAO shall deduct Association dues from the regular salary check of the employee each month.
2. Upon receipt of the "Continuing Membership Enrollment Form" or another form approved by the County Auditor, dues deductions for the United Education Profession shall be continued from year to year until the Employer is notified in writing that the individual employee no longer wishes to participate in the continuing membership program. The enrollment or withdrawal of continuing membership must be done between August 1 and September 20 of any year.
 - a. The Association shall provide to the Employer on or before October 1 of each year a complete list of names and amounts to be deducted.
3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Association dues and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claim, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.
4. The Employer shall be relieved from making such individual "check-off" deductions beginning with the pay period following (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave or absence, or (e) revocation of the individual check-off authorization.

5. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient non-encumbered wages equal to the dues deductions.
6. It is agreed that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that dues deduction would normally be made. Payroll collection of dues shall be authorized, for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.
7. The rate at which dues are to be deducted shall be certified to the KCAO payroll clerk in writing by the Association Treasurer. One (1) month advance notice must be given the payroll clerk prior to making any changes in the rate of dues deduction.
8. With respect to all dues deducted by the Employer pursuant to the authorization of the employee, the Employer agrees to promptly remit such monies to the Association.
9. All dues deductions, at the Employer's option, upon written notice by certified mail to the Association, may be canceled upon the termination date of this Agreement. All dues deductions for any month in which Association members engage in a work slowdown, strike, walkout, or concerted effort to interfere with public service, may be canceled at the Employer's option upon notice to the Association, except when such slowdown, strike, walkout or concerted effort is the result of dangerous or unhealthful working conditions which are abnormal to the place of employment.

I. Fair Share Fee

1. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Board's fiscal officer no later than September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted. Deduction of fair share fees and their transmittal to the Association by the Knox County Auditor shall be governed by the payroll deduction Article. Once remitted to the Association, the disposition of collected fair share fees is the Association's sole right and responsibility.
3. Payroll deduction of such fair share fees shall begin with the check issued for the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31, until their second paycheck.

4. The Board shall, upon notification from the Association that a bargaining unit member has terminated his/her membership in the Association, take all steps necessary to commence the deduction of the fair share fee with respect to the former member. The amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. Deductions shall be made in equal installments over the remaining pay periods until the end of the first pay period the subsequent November.
5. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
6. The Association, on behalf of itself and the OEA and NEA represents, promises and guarantees:
 - a. An internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code; and
 - b. A procedure for challenging the amount of the fair share fee has been established and will be given to each member of the bargaining unit who does not join the Association; and
 - c. Every aspect of the fair share fee including, without limitation, notice and rebate procedures, complies with all applicable state and federal laws and the Constitutions of both the United States and the State of Ohio.
7. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
8. The Association, on behalf of itself and the OEA and NEA, shall assume the defense of and indemnify, save and hold the Board harmless from any cost or liability including, without limitation, compensatory damages, punitive damages and attorneys' fees, incurred as a direct or indirect result of the implementation and enforcement of this provision provided that:
 - a. The Board shall notify the Association within ten (10) working days of any claim made or action filed against it;
 - b. The Association shall reserve the right to designate counsel to represent and defend the Board; and
 - c. The Board agrees to:
 1. Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;

2. Permit the Association or its affiliates to intervene as parties if they so desire;
and
3. Consent to any application by the Association or its affiliates to file briefs *amicus curiae* in the action.

ARTICLE 7 DURATION OF AGREEMENT

1. This Agreement shall be effective January 1, 2015, and shall remain in full force and effect through December 31, 2017.

2. If either party desires to modify, amend, or terminate this Agreement, written notice of such intent shall be given no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

3. This Agreement is subject to all applicable federal and state laws, and such rules and regulations or any judicial decision interpreting them. In the event any provision of this Agreement is found to be contrary to law, by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force. Any Article and/or Section of this Agreement found to be contrary to law shall be renegotiated by the parties within thirty (30) days of such ruling. Such negotiations shall otherwise conform to the negotiations procedures established under Revised Code Section 4117.

For the Knox New Hope Center
Education Association (OEA)

For the Knox County Board of
Developmental Disabilities

Victoria Clark president / 11/18/14
Date

St R Ostr / 11-19-14
Date

Evelyn Austin, vice-president / 11-18-14
Date

J. Mauls / 11-19-14
Date

_____/_____
Date

_____/_____
Date

Linda Blesko / 12/1/14
OEA Representative Date

APPROVED AS TO FORM:

Chris McCain / 11/24/2014
Knox County Prosecutor Date

GRIEVANCE FORM

Name of Grievant _____ Grievance No. _____

Classification _____

Date & Time of the incident giving rise to the grievance.

Date Time

Date & Time the grievance was first discussed with Supervisor

Date Time

Signatures indicating the informal step has taken place

Grievant Date Supervisor Date

Nature of Grievance: Article & Section Violated: _____

Statement of Facts: _____

Relief Requested: _____

Grievant's Signature

This form has been issued to the grievant by the Association.

Association President

STEP 3 – Mediation

The Association hereby appeals this grievance to mediation.

Signature for Association

Date _____

Received by: _____

Date _____

STEP 4 - Arbitration

The Association hereby appeals this grievance to arbitration.

Signature for Association

Date _____

Received by: _____

Date _____

EXAMPLES OF OFFENSES WHICH COULD LEAD TO DISCIPLINE

This is only a representative list of offenses which could lead to discipline. The Board reserves the right to discipline employees for any offense that is eligible for discipline under the Master Contract.

1. Discourteous treatment of the public.
2. Failure to "report off" work for any absence.
3. Failure to commence duties at the beginning of the work period, or leaving work prior to the end of the work period.
4. Leaving the job or work area during the regular working hours without authorization.
5. Making preparations to leave work without specific prior authorization before the lunch period, or for any official break time, or before the specified quitting time.
6. Neglect or carelessness in signing in or out.
7. Unauthorized absence from work.
8. Creating or contributing to unsanitary or unsafe conditions or poor housekeeping.
9. Distracting the attention of others, unnecessary shouting demonstration or otherwise causing disruption on the job.
10. Malicious mischief, horseplay, wrestling, or other undesirable conduct, including use of profane or abusive language.
11. Failure to cooperate with other employees as required by job duties.
12. Failure to use reasonable care of County property or equipment.
13. Neglect or carelessness in observance of official safety rules, or disregard of common safety practices.
14. Failure to observe Department Rules.
15. Obligating the Board for any expense, service or performance without authorization.
16. Failure to report accidents, injury or equipment damage.
17. Disregarding job duties by neglect of work or reading for pleasure during working hours.
18. Unsatisfactory work or failure to maintain required standard or performance.
19. Unauthorized use of telephone for other than business purpose.
20. Excessive garnishments.

21. Use of abusive or profane language.
22. Sleeping during working hours.
23. Reporting for work or working while unfit for duty.
24. Being in possession of, or drinking alcoholic beverages on the job.
25. Conduct violating morality or common decency, e.g., sexual harassment.
26. Unauthorized use of County property or equipment.
27. Threatening, intimidating, coercing, or interfering with other employees.
28. Willful failure to sign in or out when required.
29. Failure to report for overtime work without good reason after being scheduled to work according to overtime policy.
30. Willful failure to make required reports.
31. Solicitation or distribution not in accordance with agency policy.
32. The making or publishing of false, vicious or malicious statements concerning employees, supervisors, the agency or its operations.
33. Refusing to provide testimony in court, during an accident investigation, or any type of public hearing.
34. Giving false testimony during a complaint or grievance investigation or hearing.
35. Unauthorized posting or removal of notices or signs from bulletin boards.
36. Willful disregard of Board rules.
37. Use of abusive, threatening, or obscene language toward supervisors or program participants.
38. Unauthorized political activity.
39. Wanton or willful neglect in the performance of assigned duties or in the care, use or custody of any County property or equipment. Abuse, or deliberate destruction in any manner of County property, tools, equipment, or the property of employees.
40. Signing or altering other employees' time cards, or unauthorized altering of own time card.
41. Falsifying testimony when accidents are being investigated, falsifying or assisting in falsifying or destroying any County records, including work performance reports; or giving false information or withholding pertinent information called for in making application for employment.
42. Making false claims or misrepresentation in an attempt to obtain any County benefit.

43. Gambling during working hours.
44. Stealing or similar conduct, including destroying, damaging, or concealment of any property of the County or of other employees.
45. The use of non-prescription narcotics or the sale of narcotics.
46. Fighting or attempting injury to other employees, supervisors, program participants or other persons.
47. Carrying or possession of firearms while on duty.
48. Knowingly concealing a communicable disease such as TB which may endanger other employees.
49. Disclosing confidential information concerning program participants, misuse or removal of County records or information without prior authorization.
50. Dishonesty or any dishonest action. Some examples of what is meant by "dishonesty" or "dishonest action" are: theft, pilfering, opening desks assigned to other employees without authorization, theft and pilfering through lunch boxes, tool kits, or other property of the County or other employees without authorization; inserting slugs in vending machines without paying the proper charge therein; making false statements to secure an unexcused absence or to justify an absence or tardiness; making or causing to be made, inaccurate or false reports concerning any absence from work. The foregoing are examples only and do not limit the terms "dishonesty" or "dishonest action."
51. Insubordination by refusing to perform assigned work or to comply with written or verbal instruction of the supervisors.
52. Harassment of children, individuals, staff, co-worker, or the public.

WORK RULES FOR BOARD EMPLOYEES REQUIRED
TO DRIVE ON BOARD BUSINESS

A. EMPLOYEES WHO DRIVE BOARD VEHICLES OR THEIR OWN VEHICLES ON BOARD BUSINESS.

1. All employees authorized to drive on Board business must be at least 18 years of age.
2. All employees authorized to drive on Board business must have a current, valid Ohio driver's license.
3. All employees authorized to drive on Board business must keep a current copy of his/her driver's license on file with the Board.
4. All employees authorized to drive their own vehicles on Board business are encouraged to carry personal vehicle liability insurance in the amounts of \$100,000.00/\$300,000.00/\$500,000.00.

B. EMPLOYEES WHO DRIVE BOARD VEHICLES

1. Employees who drive are required to notify the Superintendent, in writing, whenever the employee on Board business is convicted of a moving traffic violation or involved in an at-fault accident. This includes all moving violations, whether or not the violation occurs while driving on work time. "Conviction" includes paying a traffic ticket, with or without a court appearance; entering a plea of guilty or no contest; and/or being convicted by a judge or jury. Employees must make such written notification on the next day the employee is actually at work following the conviction. Failure to make the required written notification will result in disciplinary action under the provisions of the Master Contract, up to and including termination.
2. Employees who drive on Board business with two (2) moving violations or two (2) at-fault accidents within any twelve (12) month period shall be required to complete a remedial or defensive driving course. Proof of the completion of such a course must be submitted in writing to the Superintendent no later than thirty (30) calendar days following the employee's conviction of a second moving violation or at fault accident in the twelve (12) month period. Employees who fail to provide proof of completion of such a course within thirty (30) days shall be automatically suspended without pay until such time as the employee submits proof of the completion of said course. In addition, failure to complete said course may result in disciplinary action under the provisions of the Master Contract, up to and including termination.

3. Employees who drive on Board business who are convicted of driving under the influence or of reckless operation are subject to immediate termination pursuant to the provisions of the Master Contract.
4. Employees who drive on Board business who have four (4) moving violations and/or three (3) at-fault accidents within any twenty-four (24) month period shall not be permitted to drive on Board business while the violations are within the twenty-four (24) month period, and are subject to immediate termination pursuant to the provisions of the Master Contract.
5. Termination pursuant to Sections 3 or 4 above will not prevent employees from reapplying for employment after the twenty-four (24) month period.
6. None of the above rules shall be construed as preventing the Board from administering appropriate discipline under the terms of the Master Contract for driving offenses other than those specifically mentioned herein.

STAFF TRAINING

Each supervisor shall ensure that all staff members of the Knox County Board of Developmental Disabilities receive training regarding these work rules.

FAMILY AND MEDICAL LEAVE ACT ("FMLA")**A. Statement of Policy.**

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

B. Definitions.

As used in this policy, the following terms and phrases shall be defined as follows:

1. "Family and/or medical leave of absence": An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - a. Upon the birth of an employee's child and in order to care for the child within one year of the child's birth.
 - b. Upon the placement of a child with an employee for adoption or foster care and in order to care for the newly placed child within one year of placement.
 - c. When an employee is needed to care for a family member who has a serious health condition.
 - d. When an employee is unable to perform the functions of his position because of the employee's own serious health condition.
 - e. Qualifying service member leave.
2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or receiving a "call to covered active duty." In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA

leave.

3. “Per year”: A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
4. “Serious health condition”: Any illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care.
 - b. Any period of incapacity of more than three consecutive calendar days that also involves:
 - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity, and both visits must be completed within thirty (30) days; or
 - ii. Treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
 - c. Any period of incapacity due to pregnancy or for prenatal care.
 - d. A chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.) which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (e.g., terminal stages of a disease, Alzheimer’s disease, etc.).
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (e.g., chemotherapy, physical therapy, dialysis for kidney disease, etc.).
5. “Licensed health care provider”: A doctor of medicine, a doctor of osteopathy,

- podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
6. "Family member": Spouse, child, parent or a person who stands "*in loco parentis*" to the employee.
 7. "Covered Service Member": Means either:
 - a. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
 - b. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
 - i. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.
 8. "Outpatient Status": The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.
 9. "Next Of Kin": The term "next of kin" used with respect to a service member means the nearest blood relative of that individual.
 10. A "serious injury or illness", for purposes for the 26 week military caregiver leave means either:
 - a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
 - b. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed

Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

- i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
- ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty (50) percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

11. "Covered Active Duty" or "call to covered active duty":

- a. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.)
- b. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

12. "Deployment to a foreign country" means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including deployment to international waters.

13. "Qualifying Exigency": (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:

- a. Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment on seven (7) or fewer days notice. For a period of up to seven (7) days from the day the military member receives notice of deployment, an employee may take qualifying exigency leave to address any issue that arises from the short-notice deployment.
- b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
- c. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school or day care facility; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
- d. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, preparing a will or living trust, enrolling in the Defense Enrollment Eligibility Reporting System, or obtaining military identification cards.
- e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
- f. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, Rest and Recuperation leave during the period of deployment. This leave may be used for a period of fifteen (15) calendar days from the date the military member commences each instance of Rest and Recuperation leave.
- g. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member, including attending the funeral.

- h. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status.
- i. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

C. Leave Entitlement.

To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
 - a. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
 - b. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

D. Use of Leave.

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave

and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

2. **Birth of An Employee's Child:** An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. (*Note: See section E below for information on disability leaves.*)
3. **Placement of a Child for Adoption or Foster Care:** An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
4. **Employee's Serious Health Condition or Family Member's Serious Health Condition:** An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

E. **FMLA and Disability/Workers' Compensation.**

An employee who is eligible for FMLA leave because of his own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

F. **Procedures For Requesting FMLA Leave.**

Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the Employer. The Employer will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

G. Certification of Need for FMLA Leave for Serious Health Condition.

An employee requesting FMLA leave due to his family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

H. Certification for leave taken because of a qualifying exigency.

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

I. Intermittent/Reduced Schedule Leave.

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Appointing Authority or Department Head. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Appointing Authority/Department Head or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

J. Employee Benefits.

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the premium is late by more than thirty (30) days, and the Employer has given the employee written notice at least fifteen (15) days in advance advising that coverage will cease if payment is not received. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e., sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

K. Reinstatement.

An employee on FMLA leave must give the Employer at least two (2) business days' notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave, except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority, and which carries equivalent status, pay, benefits, and other terms and

KNOX COUNTY WAGE CONTINUATION PLAN

WAGE CONTINUATION PROGRAM

Knox County

Knox County offers a "Wage Continuation/Injury Leave Policy" relating to employees who are injured or who contract an occupational disease while in the course of employment. This policy is effective for injuries on or after January 1, 2003. In the past, injured employees are compensated at the rate of 72 percent of the full weekly wage for the first 12 weeks of disability, and at 66.66 percent of the average weekly wage for all subsequent weeks of disability. In most cases, administrative delays have caused significant interruptions in income from the last day worked to the eventual receipt of Workers' Compensation benefits.

In order to prevent such delays, Knox County will, for compensatory claims, and at its sole discretion, continue to pay the wages at the same rate of pay the injured worker was earning at the time of injury. This rate will be multiplied by the usual number of scheduled hours per week. This compensation will be paid for a period not to exceed 12 weeks. The payment by the County will take the place of a payment by the Bureau. Wage continuation will be made only during the period(s) of time workers' compensation benefits would otherwise be paid by the Bureau. In most cases, payments will begin immediately upon receipt of proof of disability and a completed claim application (FROI). Payments by the County will be taxable income to the worker and subject to the same tax-withholding requirement as one's regular bi-weekly wage. Workers' Compensation benefits payable by the State are not taxable income to the employee; however, Knox County's net payment will be equal to or greater than that payment made by the Bureau. The County's Wage Continuation program will also greatly reduce any delay in payment. In addition, Public Employees Retirement System contributions will continue to be made as if the employee were still working. However, no sick leave or vacation will accumulate during this "Injury Leave". Hours will remain at their balance when the employee became disabled and resume accumulation upon the employee's return to work.

Receipt of "Injury Leave" will be in lieu of Workers' Compensation lost time benefits. The payment of medical benefits will continue to be the responsibility of the Ohio Bureau of Workers' Compensation.

If the period of disability exceeds 12 weeks, the County may request that the employee begin receiving payment from the Bureau of Workers' Compensation. Since a claim number will already be assigned by the Bureau, no interruption in the disabled employee's benefits should occur.

This plan should eliminate any financial hardship suffered by an employee as a result of an occupational illness or injury. Please contact the Safety and Loss Control Office with questions you may have.

_____ I elect to receive direct wage payments from Knox County.

_____ I elect to receive compensation from the Bureau of Workers' Compensation.

Employee signature

Date