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NEGOTIATED AGREEMENT

between the

KNOX COUNTY CAREER CENTER BOARD OF EDUCATION

and the

KNOX COUNTY CAREER CENTER STAFF ASSOCIATION,

NON-CERTIFICATED EMPLOYEES

for the period

July 1, 2011 through June 30, 2014

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## ARTICLE I. RECOGNITION-BARGAINING PROCEDURES

### A. RECOGNITION

#### 1. Recognition of the Association

- a. The Knox County Career Center School Board of Education, hereinafter referred to as the Board, recognizes the Knox County Career Center Staff Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the KCCCSA, as the sole and exclusive collective bargaining agent for members of the bargaining unit which shall be defined as all full-time, non-certificated employees employed by the Board, except as specifically excluded in subsection "b" below.
- b. Excluded from the bargaining unit shall be all certificated/licensed, confidential, professional, supervisory, management level, and seasonal and casual employees, the Treasurer, the secretary to the Superintendent, the secretary to the Treasurer, the assistant to the Director of Adult Education, the 12-month Treasurer's Assistant, and the Technology Coordinators. For the purpose of this Agreement, an employee excluded by reason of assignment as secretary to the Superintendent and/or Treasurer shall hold the position of Secretary-twelve month; eight hour as specified in Administrative Procedure 462.1.21.

#### 2. Decertification of the Association

The KCCCSA may be decertified as bargaining agent pursuant to the provisions of Chapter 4117 of the Ohio Revised Code.

#### 3. Right to Fair Share Fee

- a. Employees within the bargaining unit have the right freely to organize, join, and support any organization for their professional and/or economic improvement, and to refrain therefrom, without intimidation or coercion, and membership in any organization shall not be required as a condition of employment, or continued employment. However, those employees in the bargaining unit who are not members of the KCCCSA shall be required to pay a Fair Share Fee which shall be deducted from their pay by the Board. Such Fair Share Fees shall be subject to all requirements of Section 4117.09(C) of the Ohio Revised Code.
- b. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the KCCCSA, a fair

share fee for the KCCCSA'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 KCCCSA's work in the realm of collective bargaining.

c. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues of the KCCCSA) shall be transmitted by the KCCCSA to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the KCCCSA.

d. Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- i. sixty days' employment in a bargaining unit position, or
- ii. January 15

e. Transmittal of Deductions

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.

f. Procedure for Rebate

The KCCCSA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the KCCCSA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the state of Ohio.

g. Entitlement to Rebate

Upon timely demand, non-members may apply to the KCCCSA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the KCCCSA.

h. Indemnification of Board

The KCCCSA on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- i. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- ii. The KCCCSA shall reserve the right to designate counsel to represent and defend the Board;
- iii. The Board agrees to (1) give full and complete cooperation and assistance to the KCCCSA and its counsel at all levels of the proceeding, (2) permit the KCCCSA or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the KCCCSA or its affiliates' application to file briefs amicus curiae in the action;
- iv. The Board acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

4. Scope of Negotiations

Those matters which shall be negotiated are wages, hours, terms, other conditions of employment, and other matters mutually agreed upon, but nothing herein shall preclude the Board or the KCCCSA from taking any action which is not contrary to a lawful term of any agreement entered into between the parties pursuant to negotiations.

5. Good Faith

The parties agree to bargain in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement, with the intention of reaching an agreement, or to resolve

questions arising under the agreement. Such obligation does not compel either party to agree to a proposal or to make a concession.

B. NEGOTIATION PROCEDURES

1. Directing Requests

Requests from the KCCCSA for negotiations shall be made in writing to the Superintendent. Requests from the Board shall be made in writing to the President of the KCCCSA. Requests for meetings shall be made no sooner than January 15th of the year of the expiration of the negotiated agreement entered into between the parties.

2. Negotiation Meetings

Within fourteen (14) days of the request, the parties shall establish the time and place of the meeting, which shall be within thirty (30) days after the request has been submitted unless both parties, agree to an extension of time. At the first meeting, an agenda of items to be negotiated shall be adopted. Upon adoption, no item shall be added to the agenda without the mutual consent of the parties. Negotiations shall be completed within sixty (60) days from the date of the first meeting unless mutually extended. Negotiation meetings shall be held at a time other than the regular school hours and shall be in executive session unless otherwise mutually agreed by both parties.

3. Representation

Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select one representative from outside the school district. Each team shall not exceed five (5) members and one (1) observer.

4. Caucus

The parties may caucus at any time, but shall not exceed thirty (30) minutes unless extended by mutual consent.

5. Item Agreement

As negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party, but such initialing shall not be as final agreement.

6. News Releases During Negotiations

Periodic written progress may be issued during negotiations to the public provided that any such release shall first be approved by both parties.

C. AGREEMENT

1. When an agreement is reached through negotiations, the understanding of the parties shall be reduced to writing and submitted to the KCCCSA and Board for their formal consideration. Upon ratification by the KCCCSA, the Agreement shall be submitted to the Board for its consideration. If approved, the Board shall adopt a resolution authorizing the execution of the Agreement. The Agreement shall then be signed by the parties and shall be binding on both parties.
2. Cost for publishing the negotiated Agreement between the Board and the KCCCSA will be shared, utilizing the printing equipment available when feasible. If the negotiated Agreement is printed commercially, the costs of printing will be shared equally by the KCCCSA and the Board.

D. DISAGREEMENT

1. If agreement is not reached within sixty (60) days following commencement of negotiations; the parties may:
  - a. mutually agree to extend the negotiating period for thirty (30) days making a total number of days for any one negotiating period ninety (90) days from the date of the initial meeting; or
  - b. request the appointment of a mediator.
2. If agreement is not reached by the end of the extension of the negotiating period as provided in Subsection 1(a) above, the parties shall request the appointment of a mediator.
3. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS). The cost, if any, of such mediation services shall be shared equally by the Board and KCCCSA.
4. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established mutually agreed negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2) through (6) and any other procedures to the contrary.

E. PAYMENT OF NEGOTIATIONS COSTS

Costs associated with negotiations, unless otherwise indicated, shall be borne by the party incurring the expenses.

F. MANAGEMENT RIGHTS

The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate

which are not in direct contravention of any lawful term of this Agreement and the KCCCSA expressly waives, during the term of this Agreement, any right it may have to bargain any term or condition of employment of any member of the bargaining unit.

## **ARTICLE II. ASSOCIATION RIGHTS**

- A. Representatives of the KCCCSA shall be granted the opportunity to appear during new hire orientation before new members of the bargaining unit to advise such persons of the organization's services. The time and place for such presentation shall be as determined by mutual agreement between the KCCCSA President and the Superintendent, but shall be no less than a duration of fifteen minutes.
- B. Representatives of the KCCCSA shall be permitted to discuss organizational matters with members of the bargaining unit during the employee's unassigned lunch period. However, the KCCCSA shall be permitted to hold one membership meeting per month after the student day and within the regular work day without loss of compensation for any employee. Provided however, such discussions/meetings shall not interfere with the full and faithful performance of such member's regular duties. If such discussions/meetings require that member to work beyond his/her regular duty day in order to complete assigned duties, such member shall not be entitled to overtime for such additional period. Representatives of the KCCCSA who are not employees of the Board shall first report to the Director's Office and otherwise comply with all conditions required of other visitors.
- C. The KCCCSA shall have the right to use school buildings for membership meetings, provided the Director is notified, no less than twenty-four (24) hours in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. During time periods when no custodian is on duty, the KCCCSA shall pay the cost of custodial cleaning and/or set-up expenses.
- D. Upon reasonable request, the KCCCSA shall have the right to use school equipment, provided such use is made on school property and does not interfere with the school use of such equipment. Borrowed equipment must be returned in the same condition as when borrowed, taking into consideration normal wear of such equipment. The KCCCSA shall pay for all consumable supplies.
- E. The KCCCSA shall have the use of any bulletin board presently located in the teachers lounge or other non-public area in the school located as designated by the Director, provided that any material posted shall be signed by an authorized representative of the KCCCSA.
- F. The KCCCSA shall have the right to the use of the school mail service to the extent such use does not interfere with the school use of such service. No device, code, or other insignia may be affixed to said mailbox identifying either members or non-members of the KCCCSA.

- G. Copies of Board agendas, agenda supplements, minutes, and financial reports which are provided for each Board member shall be provided to the President of the KCCCSA in the same manner and at the time as they are provided to Board members. Also, copies of the Appropriations Resolution, Form 4502, budget, and amended certificate of estimated resources, shall be sent to the President of the KCCCSA within a reasonable time after such form is filed with the agency as required by law.
- H. The rights accorded to the KCCCSA in this Article shall not be delegated by the Board to any other employee organization. However management reserves the right to also use its bulletin boards and mailboxes.
- I. **LABOR-MANAGEMENT MEETINGS**  
  
Meetings between the Superintendent and the officers of the KCCCSA may be held monthly upon the request of either party to discuss matters of concern to either party. No later than one hundred twenty (120) days following the ratification of this Agreement, the parties will participate in Labor-Management Committee training provided by FMCS.
- J. The KCCCSA President shall be notified by school e-mail within seven (7) working days of the decision to hire or transfer a bargaining unit member into the bargaining unit. As well, the KCCCSA President shall be notified of all new classifications created within the bargaining unit and the wage scale of the classification.

**ARTICLE III. FAIR PRACTICES**

- A. The Board agrees that no person(s), group(s), department(s), or division(s) responsible to the Board shall unlawfully discriminate against any employee on the basis of race, creed, color, national origin, sex, gender identity, sexual orientation, military status, marital status, age, disability, membership, participation, or association with the activities of the KCCCSA.
- B. The KCCCSA agrees to represent all persons in the bargaining unit equally and fairly in all matters which are subject of this Agreement.

**ARTICLE IV. GRIEVANCE PROCEDURE**

- A. DEFINITION
  - 1. Grievance
    - a. A grievance hereunder this Subsection shall mean an alleged violation, misinterpretation, or misapplication of this written contract.
  - 2. A grievant shall mean an employee or group of employees within the bargaining unit alleging that some violation, misinterpretation or misapplication of the

written contract has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group. All employees allegedly affected shall be named in the grievance. The KCCCSA may file a grievance on its own behalf for an alleged violation, misinterpretation or misapplication of any right or privilege granted to the KCCCSA by the terms of this Agreement. A group grievance or a grievance filed by the KCCCSA shall be filed at Level One of this procedure.

3. The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be conducted in executive session in accordance with these provisions.
4. Except as hereinafter provided, a "day" or "days" shall mean a day that the Central Office is open for business. Failure to comply with the time limits by the grievant shall result in a waiver of the rights granted under this Article. Failure of the administration to comply with the time limits shall advance the grievance to the next level of this procedure.
5. Election of remedies--Upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be deemed dismissed.
6. No grievant shall be denied the right to KCCCSA representation at any level listed herein, but representation of the grievant at Level One shall be limited to full-time employees of the school district.
7. Forms for processing grievances shall be available at the Superintendent's office and/or from the KCCCSA. The written grievance shall be submitted on the grievance form.

B. PROCEDURE

1. Level One--Informal

Any grievant shall first discuss the grievance with the immediate supervisor before a written grievance shall be filed. Such discussion shall be conducted within thirty (30) calendar days after the alleged grievance occurs or shall be deemed to have been waived and no longer to exist.

2. Level Two--Formal

- a. If the informal discussion does not resolve the grievance to the satisfaction of the grievant and/or the KCCCSA, such grievant, KCCCSA President or designee, or the KCCCSA shall have the right to lodge a written grievance with the Immediate Supervisor/Director. If such grievance is not lodged

within five (5) days following the discussion at Level One, the grievance shall no longer exist. The written grievance shall be on a form contained in the Appendix. A copy of such grievance shall be filed with the Superintendent by the Immediate Supervisor/Director. The grievant shall have a right to request a hearing before the Immediate Supervisor/Director. The Immediate Supervisor/Director shall schedule the hearing within five (5) days after receipt of said grievance. The grievant and the KCCCSA President or designee shall be advised, in writing, of the time, place, and date of the hearing.

- b. The Immediate Supervisor/Director shall take action on the written grievance within five (5) days following a grievance hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent and the President of the KCCCSA.

3. Level Three--Formal

- a. If the action taken by the Immediate Supervisor/Director does not resolve the grievance to the satisfaction of the grievant and/or the KCCCSA, such grievant and/or the KCCCSA may appeal, in writing, to the Superintendent. Failure to file such an appeal within five (5) days from the receipt of the written notice of the Immediate Supervisor/Director's action on said grievance shall be deemed a waiver of the right to appeal. The grievant shall have the right to request a hearing before the Superintendent. The Superintendent shall schedule a hearing within five (5) days of receipt of the appeal. The grievant and the KCCCSA President or designee shall be advised, in writing, of the time, place, and date of such hearing.
- b. The Superintendent shall take action on the appeal of the grievance within five (5) days following a grievance hearing. The action taken and the reasons for the actions shall be reduced to writing and copies sent to the grievant, the Immediate Supervisor/Director, and the President of the KCCCSA.

4. Level Four--Formal

- a. If the grievant or KCCCSA is not satisfied with the disposition at Level Three, the KCCCSA may request that the issue be submitted to arbitration within five (5) days after receipt of the written notice of the action taken by the Superintendent.
- b. The arbitrator shall be appointed by the Superintendent and the grievant, or their designated representatives, from a list submitted by the American Arbitration Association. If the parties cannot agree on the selection of an arbitrator, a second list of seven names shall be requested from the

American Arbitration Association, and the parties shall alternately strike names from said list until a single name remains, who shall be appointed the arbitrator.

- c. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor to make any award which is inconsistent with the terms of the Agreement or contrary to law.
- d. The arbitrator shall make a report and recommendations to the grievant, the KCCCSA, the Superintendent, and the President or designee of the KCCCSA. The decision shall be binding upon the parties. The cost of the arbitrator's services shall be paid by the unsuccessful party. If the unsuccessful party is not reasonably apparent from the award, the arbitrator shall be petitioned to determine to whom such costs shall be assessed in accordance with the intent of this provision.

#### **ARTICLE V. EVALUATION**

- A. In order that the school district may operate under the highest possible standards, non-certified employees should produce a service to the students, certified staff, and to the general public in an efficient manner, keeping in mind that the end product, the student, is entitled to the best possible education while at Knox County Career Center.
  - 1. The immediate Supervisor will assess the employee on the basis of work performance and abilities. An additional narrative report will be written if necessary. The supervisor will also submit his/her recommendation regarding employment of the employee. After completing the evaluation form, the supervisor will conduct a conference with the employee to discuss:
    - a. The reasons for performance evaluations; and
    - b. The areas in which work performance should be improved.
  - 2. The supervisor and employee will sign the evaluation form at the close of the conference. A bargaining unit member's signature on the evaluation will indicate that the bargaining unit member has read and received a copy of the evaluation. The signature does not indicate that the bargaining unit member is in agreement with the contents of the evaluation but only that he/she has received the evaluation.
  - 3. The bargaining unit member may write an addendum or rebuttal to the evaluation which will be attached to the evaluation and included in the member's personnel file.
    - a. Evaluation of non-certified staff will be completed on forms designed and specified for each position.

- b. The evaluation is the responsibility of the employer.
  - c. Non-certified employees will be formally evaluated as follows:
    - 1. Probationary hourly-rated employees during a period no less than thirty (30) days after employment, nor more than ninety (90) days after employment.
    - 2. During initial one-year contracts and subsequent two-year contracts, evaluations are due March 1st of each school year.
    - 3. During continuing contracts, evaluations are due by May 1st of each school year.
  - d. The evaluation procedure should be used primarily as a means to secure improvement in the service provided by each employee, not merely for grading or criticizing the individual being evaluated.
- B. The evaluation shall assess the employee's current job assignments, identify performance areas requiring improvement, establish performance objectives for the next evaluation period, and develop a plan for improvement of performance.

## **ARTICLE VI. EMPLOYMENT AND DISCIPLINE**

### **A. CONTRACT SEQUENCE**

- 1. A member of the bargaining unit employed after the beginning of the school year shall be granted a limited contract for the balance of the school year.
- 2. Upon completion of the contract set forth in section 1 above, or if the member is employed prior to the start of the school year, a member shall be given a limited contract of one (1) year.
- 3. Upon the completion of the contract set forth in section 2 above, a member, if re-employed, shall be given a limited contract of two (2) years.
- 4. Upon completion of the contract set forth in section 3 above, a member whose performance has been marginal may, upon the recommendation of the Superintendent, be reemployed under a probationary limited contract of one (1) year provided the Superintendent has notified the member of such intended action on or before June 1 and has identified to such member the areas in which job performance must be improved. For the purpose of this section, posting such notice in the U.S. Mail by registered or certified mail shall constitute "notice" to the member.

5. Upon completion of the contract set forth in either sections 3 or 4 above, a member, if re- employed, shall be granted a continuing contract.
6. A member must work at least 120 days in a school year to advance to either a 2-year or a continuing contract. If less than 120 days are worked in a year, then the member must work 120 days in the following school year before he/she may advance to the next contract in the sequence.
7. It is the parties' intent that these provisions specifically supersede and replace the contract sequence set forth in R.C. 3319.081.

B. CLASSIFICATION

Each member of the bargaining unit shall be properly classified and shall be provided a copy of a job description setting forth the duties of the position. If a member believes that he/she is incorrectly classified, such member may request a job audit by the Superintendent. The member and a representative of the KCCCSA shall meet with the Superintendent to review the member's job duties and attempt to reach agreement upon an appropriate classification. Any grievance based upon an alleged violation of this subsection shall be filed at Level Three of the grievance procedure.

C. CONTRACT NON-RENEWAL

1. Reasons for non-renewal of an employee's limited contract shall be given in writing to the employee on or before March 1 as to why it will be recommended by the Superintendent that the limited contract is not to be renewed. Affected staff members have the right to appeal to the Superintendent.
2. The action of the Board to non-renew a limited contract shall be pursuant to R.C. 3319.083 and shall not be invalidated because such action was not warranted by evaluation reports of the employee.
3. The employee shall be entitled to the presence of and/or representation by a representative of the KCCCSA at any meeting or hearing held pursuant to this Article.
4. The posting of any written notice in the U.S. Mail by registered or certified mail to such employee's last known mailing address shall constitute "notice" to the member for the purpose of any notice required within this Article.

D. TERMINATION/SUSPENSION/DEMOTION

1. The contracts of employment as set forth in sections 1 through 5 of Division A above may be terminated, suspended and demoted for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of such sections or rules of the

Superintendent and/or Board, or any other acts of misfeasance, malfeasance, or nonfeasance in office.

2. Prior to any disciplinary action more serious than a reprimand, a member shall be granted the right to a pre-disciplinary hearing before the Superintendent at which the charges against said member shall be stated and during which the member shall be given the opportunity to respond.
3. All disciplinary action shall be taken with just cause and shall not be arbitrary or capricious and must be reasonable under the facts and circumstances. Any disciplinary action more serious than a reprimand shall be subject to the grievance procedure.

#### **ARTICLE VII. PERSONNEL FILE**

- A. The administration shall maintain only one personnel file on each employee within the bargaining unit. Such personnel records shall be filed in the central office of the school district.
- B. Any employee shall have the opportunity, upon request during regular office hours, to review his/her personnel file. No document shall be removed from the file without the express written consent of the custodian of the file. Copies of any document may be secured from the employee's personnel file. If the employee disputes the accuracy, timeliness or completeness of information on him/her maintained in said file, he/she may request in writing to his/her supervisor that such disputed material be removed from the file. Such request shall specifically identify the material objected to and the basis for the dispute. If such request is denied, a copy of the request shall be attached to the document objected to. The administration shall not place any material in an employee's file which is inaccurate, unfair, or impertinent.
- C. Notice shall be given to the employee within fifteen (15) school days when any document, not furnished by or at the direction of the employee, is placed in such employee's personnel file. The employee shall be provided with the opportunity to initial the document to indicate solely that she/he has seen it and received a copy. Should any document be placed in the personnel file in contravention of this process, it may not be used in any informal or formal proceedings related to suspension, non-renewal, termination or other disciplinary action by the employer or its agents. No anonymous letters, documents, or memoranda shall be placed in an employee's personnel file.
- D. Nothing herein shall require the disclosure or accessibility to any employee of records or documents accrued as a part of the pre-employment practices and policies.

## ARTICLE VIII. COMMUNITY COMPLAINT PROCEDURE

- A. Action concerning a complaint by a member of the community, other than an administrator or board member of the Knox County Career Center School District, shall be initiated by the following procedure:
1. If requested by the complainant or the employee, a meeting involving the employee, the KCCCSA President or designee who is a member of the bargaining unit, the Immediate Supervisor/Director, and the complainant shall be arranged at a mutually convenient time to discuss the complaint. The presence of any specific representative may not delay the meeting more than three (3) school days.
  2. If the complaint is unresolved, it may be submitted to the Superintendent.
  3. If such conference does not lead to understanding and resolution of the problems involved, the complainant may pursue further action by submitting in writing to the Board of Education a complaint against an employee. The Superintendent shall give a copy to the employee and any representative who was present at the meeting.
- B. After the initial meeting, an employee may be represented by a representative of his/her choosing, provided it does not delay the meeting more than three (3) school days. Conferences regarding such complaints shall be private.
- C. No anonymous complaint against a member of the bargaining unit may be placed, referenced, or documented in said member's personnel file or noted in an evaluation.

## ARTICLE IX. LEAVES

- A. SICK LEAVE
1. Sick leave credit shall be computed on the basis of the employment year beginning July 1 and ending June 30, but credited during the school year.
  2. All members of the bargaining unit shall accumulate a maximum of fifteen (15) days sick leave during any employment year, the sick days to be computed at the rate of one and one-fourth (1-1/4) days for each completed month of service, including vacation periods.
  3. Sick leave shall be accumulative not to exceed two hundred seventy-six (276) days.
  4. Employees may use sick leave for absence due to personal illness, injury, illness or disability by reason of pregnancy, and for absence due to illness, injury in the employee's immediate family, whether or not the family member resides in the

employee's household. The Superintendent may require a written statement for the use of sick leave. If medical attention is required, the Superintendent may require a written doctor's excuse for the use of sick leave. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.081 of the Ohio Revised Code.

"Immediate family" shall mean the following individuals: spouse, child, ward, father, mother, siblings, grandparents, legal guardian, stepparents, step siblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents-in-law.

5. First year employees and employees who have exhausted their sick leave accumulation shall be advanced sick leave from future accumulations. The advance shall not exceed the number of days that may be earned during the remainder of the current school year. The Board shall recover any pay due, because of advancement of sick leave, upon termination of employment of the employee.

#### B. PREGNANCY/MATERNITY LEAVE

1. Any pregnant employee who by reason of such pregnancy is unable to perform her duties, shall be granted sick leave for a period beginning two (2) weeks prior to the date of delivery and ending six (6) weeks following the termination of pregnancy. Upon certification of the attending physician in writing to the Superintendent that such employee is unable to perform her assigned duties, the period of sick leave shall be extended as determined by the attending physician.
2. Any pregnant employee whose accumulated sick leave days are insufficient to cover the period of disability as set forth in Subsection 1 above shall be granted an interim maternity leave without pay for a period beginning two (2) weeks prior to the date of delivery as determined by the attending physician and ending six (6) weeks following the termination of pregnancy. Upon certification of the attending physician in writing to the Superintendent that such employee is unable to perform her assigned duties, the period of interim maternity leave without pay shall be extended during the period of disability as determined by the attending physician.
3. Leaves of absence without pay beyond the period of disability as set forth in subsections 1 and 2 above shall be granted in accordance with the provisions of Section C, Article IX.

#### C. LEAVE OF ABSENCE WITHOUT PAY

1. Upon the written request of a member of the bargaining unit who has completed five or more school years with the Knox County Career Center School District, the Board may grant a leave of absence without pay for a period of not more than

one (1) school year, for educational, professional, child rearing, or other purposes, provided that a qualified replacement may be employed to fill the vacancy thereby created. No leave shall be granted for the purpose of gainful employment. No more than 10% of the members (fractions to be rounded to the next whole number) of the bargaining unit shall be granted such leave concurrently.

2. The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The employee shall advise the Board of the commencement of the leave as far in advance as possible and shall state the date of termination of such leave in the application. Failure to state the termination date shall be deemed a termination date at the beginning of the next school year.
3. No employee shall return to service prior to the expiration date of such leave without the approval of the Superintendent. Any employee who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.
4. Upon return from leave, the employee shall be given an assignment consistent with his/her qualifications and shall resume the contract status held prior to such leave.

D. PERSONAL LEAVE

1. Each full-time employee will be allowed three (3) days absence during each school year, without loss of salary, to transact personal business which cannot be conducted outside the regular school day. The Superintendent shall be informed of the intention to use these days at least forty-eight (48) hours before taking such leave, except in emergencies. These days of absence shall not be deducted from the employee's personal illness days. These personal days shall not be taken immediately before or after a holiday, during the first and last five days of the student school year, or during inservice or special event without the express written approval of the Superintendent.
2. Personal leave shall not be granted for such purposes as the following:
  - a. Gainful employment
  - b. Seeking employment
  - c. Recreational purposes
  - d. Holidays or vacations

3. Upon certification by the employee that the purpose of such leave is one which has been authorized pursuant to this policy, the Superintendent shall approve the application.
4. Fraudulent use of personal leave shall result in a deduction of pay. Subsequent fraudulent use of personal leave may result in other disciplinary action as may be deemed appropriate.
5. On the first pay period following July 1, a bargaining unit member who has used no more than one (1) day of personal leave during the preceding school year shall have credited to his/her sick leave accumulation one day, or fraction thereof, for each personal leave day not expended during the preceding school year.
6. On the first pay period following July 1, a bargaining unit member who has used no sick or personal leave during the contract year will receive \$350.00.

E. PROFESSIONAL LEAVE

1. Funds shall be allocated each year for use in the Professional Meetings Fund account for members in the bargaining unit to attend meetings which are considered to be for professional improvement of the individual and/or for the welfare and benefit of the school district.
2. Application for such leave shall be filed with the Superintendent five (5) school days prior to the date of such leave. Leave approved by the Superintendent shall not require Board approval to the extent that funds are unencumbered in the Professional Meetings Fund.
3. The applicant shall be reimbursed for his/her actual and necessary expenses as follows:
  - a. Registration fee;
  - b. Lodging and/or meals not to exceed the reasonable rate in effect at the time of meeting;
  - c. Mileage at the rate as set forth in Article XV(F) herein, or if by commercial carrier the fare as authorized in advance.
4. Itemized statements must be submitted for reimbursement with all receipts attached. Reimbursement shall be made within twenty-one (21) working days.
5. This policy shall be uniformly administered.

F. ASSOCIATION LEAVE

1. The Superintendent or his/her designee shall be granted authority to approve Association leave.
2. Prior to administrative approval, Association leave requests shall be approved by the KCCCSA President.
3. A maximum of four (4) days, with pay, shall be granted for Association business (e.g., Ohio Education Association Representative Assemblies, state meetings necessary to attend due to office held, etc.). No more than four (4) days in total shall be granted under this provision for both the certificated and non-certificated unions combined.

G. ASSAULT OR INJURY LEAVE

Any member of the bargaining unit assaulted by a student of the Knox County Career Center School District or the immediate family of such a student while in the course of such employee's employment who is temporarily disabled by an injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided. The employee shall apply for Worker's Compensation, file a police report, and cooperate in the investigation and prosecution related to the incident. If Worker's Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary. On those days that payment is made to the injured employee by the Bureau of Worker's Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave as provided herein shall not exceed more than thirty (30) days from the date of injury, and shall terminate at such time as Worker's Compensation payments are terminated, whichever first occurs. Medical documentation for such leave will be required.

H. MILITARY LEAVE

Military leaves shall be granted as required by Section 3319.14 of the Revised Code. An employee who is summoned for active service in the armed service of the United States shall notify the Superintendent within five (5) days from the time such employee is advised by the appropriate military authority of the date or anticipated date of said employee's entry into the armed forces, and the term of the tour of duty. Volunteer Leave will be recognized only in the event of a national emergency and the individual agrees to volunteer to be a part of active military action.

I. FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties understand that the Federal Family and Medical Leave Act of 1993 provides certain minimum standards with regard to leaves of absence. These minimum standards

may exceed the provisions of this Agreement. The parties understand that they are required to offer all benefits provided under the Family and Medical Leave Act of 1993.

J. BEREAVEMENT LEAVE

1. All employees shall be entitled to up to three (3) working days with pay in case of an event of death in the immediate family.
2. "Immediate family" means only the following individuals: spouse, child, step child, ward, father, mother, siblings, grandparents, grandchildren, legal guardian, stepparents, step siblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents-in-law.
3. Bereavement leave shall not be deducted from an employee's sick leave computation.

**ARTICLE X. VACATIONS AND HOLIDAYS**

A. HOLIDAYS

1. Employees shall be entitled to the following paid holidays when such holidays fall within such employee's work year:
  1. January 1
  2. The third Monday in January
  3. Good Friday
  4. Memorial Day
  5. July 4
  6. First Monday in September
  7. Fourth Thursday in November
  8. Friday after Thanksgiving
  9. December 24
  10. December 25
  11. December 31
  12. Presidents Day, if school calendar sets
2. If a holiday falls on a Saturday, it shall be observed on the Friday preceding. If a holiday falls on a Sunday, it shall be observed on the Monday following. If an employee is required to work on a holiday, the employee shall be paid at double his/her regular rate of pay for all hours worked.

B. Employees who work twelve (12) months per year shall be entitled to paid vacation as follows:

After one (1) year of employment	Twelve (12) work days
After seven (7) years of employment	Seventeen (17) work days
After thirteen (13) years of employment	Twenty-two (22) work days
After twenty (20) years of employment	Twenty Seven (27) work days

C. Employees must submit their request for vacation leave at least five (5) work days in advance of their planned use of vacation, unless approved by the Superintendent.

- D. Effective upon the ratification of the agreement beginning July 1, 2011, employees may accrue no more than two (2) years worth of vacation. If such accrued vacation is not used during the following school year, it shall be lost. Employees who have accumulated vacation leave in excess of two-years' worth as of the ratification of the 2011-2014 agreement will have until June 30, 2014 to use such excess vacation leave.

## **ARTICLE XI. HOURS OF WORK**

A. WORK YEAR

Regular employees shall work the number of days set forth in the job classification. At the discretion of the Superintendent, consideration will be given to non-twelve month employees when possible continuous work is available.

B. WORK HOURS AND OVERTIME

The work day for regular, full-time employees shall consist of eight (8) hours excluding an unpaid, duty-free lunch break of no less than thirty (30) minutes. Regular employees working less than eight (8) hours shall work those hours as specified in the job classification. Employees working more than forty (40) hours in any seven (7) day period as authorized by their immediate supervisor, shall be paid one and one-half (1½) times their regular hourly rate of pay for those hours in excess of forty (40). For the purpose of calculating overtime, days of paid leave shall not count as time worked. Opportunities for overtime shall be rotated among eligible employees in order of seniority. For this purpose, a good faith attempt to contact an employee will be considered presentation of an opportunity. This practice shall extend to any employee working special events after school.

C. CALAMITY DAYS

Members of the bargaining unit shall not lose salary for days when school is closed due to weather, energy, calamity or other emergency declared by the Superintendent. Members who are required to work on days on which school is closed shall receive pay or comp time at the rate of one and one-half (1.5) hours for each hour worked. If the school district is required to make up days in order to comply with the minimum school year, no member of the bargaining unit shall be paid additional wages for such make-up day or days worked. If the number of calamity days exceeds the number permitted by state law and the time must be made up, the Superintendent and KCCCSA President shall agree on the procedure for making up the time beyond those days designated on the District's calendar.

## ARTICLE XII. WORKING CONDITIONS

### A. SOLICITATION OF MONIES

Solicitation of employees by administrative personnel or others in school for contributions and/or donations shall be limited to announcement of opportunities for such contributions. Such announcements shall be made in the regular administrative bulletin or placed in the employee's mail box.

### B. TRANSPORTING STUDENTS

No member of the bargaining unit shall be required to transport a pupil in his/her personal automobile.

### C. SUPPLIES AND EQUIPMENT

The employer agrees to provide to the employee such supplies and equipment as recommended by the appropriate Supervisor/Director to the Superintendent and deemed necessary to carry out the employee's duties.

### D. HEALTH AND SAFETY

Occupational health and safety is a mutual concern of all parties to this Agreement. It is the duty of employees to comply with all applicable safety rules and procedures and to timely bring any problems to the attention of their supervisors. It is the duty of the Board to provide a safe and healthful work environment.

### E. SUBSTITUTES

Any member of the bargaining unit required to substitute at a higher classification for more than five (5) consecutive work days shall be paid at the higher classification wage beginning on the sixth (6) consecutive work day.

### F. STAFF MEETINGS

Except in cases of urgent necessity, no member of the bargaining unit shall be required to attend any staff meeting beyond his/her regular duty day. Any member shall be paid his/her regular hourly rate if required to attend any meeting beyond the regular duty day. To the extent possible, employees shall be given at least forty-eight (48) hours notice of any meeting to be held outside the work day.

### G. CALL BACK

An employee required to work on any day which he/she otherwise would be off duty shall be paid for all hours actually worked with a minimum of two (2) hours wages. The two (2) hour minimum shall not be applicable if the callback is immediately before/after the employee's regular duty hours.

- H. Each employee shall be provided with a job description outlining the duties and responsibilities of the employee's position. Job descriptions may include among the duties "other related duties" to denote that there may be duties related to the primary job which are not specified in the job description. Employees shall be properly classified.

### **ARTICLE XIII. ASSIGNMENT, TRANSFER, VACANCY AND PROMOTION**

#### **A. ASSIGNMENTS**

1. No assignments may be made for arbitrary or capricious reasons.
2. Each member of the bargaining unit shall be assigned to a position for which such member is qualified and shall be notified in writing on or before July 30, of his/her assignment for the coming school year (to the extent possible). Any member not so notified shall be assigned to the same position held the previous school year. The Superintendent may reassign a member after July 30 and, upon written request, the member shall be granted a conference with the Superintendent before the transfer is made. The resignation of any bargaining unit member reassigned after July 30 shall be accepted by the Board of Education.

#### **B. VACANCY**

A vacancy shall be defined as an existing position with no incumbent or a newly created position that the Board intends to fill. Vacancies in non-teaching positions shall be posted on faculty bulletin boards in each building and a copy provided to the President or designee of the KCCCSA within two working days after each Board meeting during the regular school year. During the summer months, said notice shall be e-mailed to all bargaining unit members at their school e-mail address. Vacancy notices shall remain posted for no less than five working days. Any currently employed staff member shall have the right to apply for and be considered for any vacancy for which such staff member is qualified.

#### **C. INVOLUNTARY TRANSFER**

1. Involuntary transfers made necessary because of general staffing requirements shall be accomplished, to the extent possible, by consent of a qualified member of the bargaining unit under consideration for transfer, and thereafter by the transfer of the least senior and qualified member. Qualifications of the member shall be as determined by the Superintendent.
2. Involuntary transfers made necessary because of special staffing considerations which are directed, in good faith, toward the efficient and effective operation of the school district shall be at the sole and exclusive discretion of the Superintendent.

## ARTICLE XIV. REDUCTION IN FORCE

### A. DEFINITION OF RIF

A reduction in force (RIF) shall have occurred when the Board reduces or eliminates a bargaining unit position. "Day" or "days" shall mean a day that the central office is open for business.

### B. REASONS FOR RIF

A RIF may only occur for the following reasons:

1. Decline in student enrollment;
2. Return of an employee from a leave of absence;
3. Suspension of schools or territorial changes affecting the District;
4. Financial reasons.

### C. NOTIFICATION OF ANTICIPATED RIF

1. If the Board determines a RIF may occur, the Board shall notify the KCCCSA, in writing, not less than twenty (20) days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced or eliminated; the name(s) of the employees to be affected; the date of Board action to implement the RIF; and the effective date of the RIF.
2. The Board shall develop and provide the KCCCSA with a RIF list of potentially affected employees which shall be based on seniority and contract status within classification.
3. Within ten (10) days of receipt of the notification, representatives of the Board and the KCCCSA shall meet to review the proposed RIF.

### D. IMPLEMENTATION

In determining the position(s) to be reduced or eliminated the following sequence shall be used:

1. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
2. During the implementation of a RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.

3. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.
4. An employee to be laid off due to RIF shall be given at least twenty (20) days' advance written notification prior to the effective date of the RIF. The KCCCSA shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.
5. Employees will be laid off in reverse order of seniority with the least senior employee within the affected classification laid off first. No more senior employee will be laid off before a less senior employee within the affected classification.

E. LIMITATIONS

1. No new hire shall be employed in a bargaining unit position until all eligible, laid off employees have been offered such position.
2. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status. No vacancy shall be posted until all eligible employees have been recalled.
3. Work previously performed by laid off employees shall not be subcontracted.
4. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee.

F. LAYOFF RIGHTS

An employee on layoff status shall have the following rights:

1. The right to be notified by U.S. mail of all postings for bargaining unit positions.
2. The right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.
3. Recognition of additional qualifications earned or reported while on layoff status for recall purposes, provided such information is filed with the Board prior to recall.
4. The right to priority status on the substitute list upon request.

G. RECALL RIGHTS

1. Laid off employees shall be recalled in order of seniority in keeping with contract status, qualifications, or other entry-level requirements for the bargaining unit position, i.e., most senior qualified laid off employee, first recalled.
2. Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours than the position he/she held prior to the RIF.
3. The employee shall be given five (5) days to accept such offer and shall be granted a minimum of fifteen (15) days from date of receipt of the recall notice to report to work.
4. This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio State retirement system, or have voluntarily resigned but in no case for more than twenty-four (24) months from the effective date of the RIF.

**ARTICLE XV. FRINGE BENEFITS**

A. HEALTH CARE

1. Coverages for health care insurance (including hospitalization, surgical, major medical, prescription drug, dental, and optical) agreed to shall not be reduced for the term of this contract. The costs to an employee shall not be increased for the term of this Agreement (co-pays and deductibles). If both spouses are employed by the Board they are entitled to either one family plan or two single plans.
2. Board Contribution  
  
During the term of this Agreement, the Board shall pay 93% of the cost of hospitalization, surgical, major medical, prescription drug and dental plans as agreed to by the parties, during the 2011-12 school year, 93% during the 2012-2013 school year, and 93% during the 2013-14 school year for full-time bargaining unit members. Each participating full-time employee shall pay 7% during the 2011-12 school year, 7% during the 2012-13 school year, and 7% during the 2013-14 school year for their contribution toward the cost of hospitalization, surgical, major medical, prescription drug, and dental plans.
3. The first twelve and one-half percent (12.5%) increase in premiums will be shared on the same percentage basis as set forth in the preceding paragraph. If the annual increase in the aggregate premiums for these plans increases by a percentage greater than twelve and one-half percent (12.5%) over the previous year's premiums, the bargaining unit member shall be responsible for the increase over

twelve and one-half percent (12.5%) or the benefit plan will be adjusted to keep the increase below twelve and one-half percent (12.5%).

4. Bargaining unit members may opt out of health and dental insurance and receive \$2,000 per fiscal year. Bargaining unit members may opt out of health insurance and receive \$1,500 per fiscal year. This option is not available to married employees hired after July 1, 2011 when their insurance coverage is provided by the Board as part of a family plan.

B. DEDUCTIONS

1. Tax Sheltered Annuities--The Board shall approve salary deductions for any qualified firm sponsoring tax sheltered annuities providing they have an enrollment of at least four (4) Board contract employees.
2. Tax sheltered annuity deduction authorizations shall be filed with the Treasurer of the Board by the following enrollment dates: September 30, October 31, November 30, December 31, January 31, February 28, March 30, April 30, May 31 and June 30, with deductions commencing with the next pay period.
3. Education Employees Federal Credit Union may be changed only once in any pay period.
4. Employees may authorize deductions for the Fund for Children and Public Education.
5. The benefits provided to employees by Section 125 of the Internal Revenue Code shall be made available to any bargaining unit member so requesting. There shall be a Premium-only Pass Through component. The IRC Section 125 Plan shall include a Flexible Spending Account (FSA). The plan shall allow employees to use pre-tax dollars to pay child or elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills as provided by federal law. The Section 125 plan shall be administered at no cost to the Board.

C. PAY PERIODS

1. Employees shall be paid every other Friday by direct deposit. Employees shall have 30 days to enroll in direct deposit following the ratification of this Agreement.
2. If a pay Friday falls on a legal holiday, employees shall be paid on the last workday preceding the pay Friday.

D. ASSOCIATION DUES

1. The Treasurer of the KCCCSA shall certify to the Treasurer of the Career Center Board by September 15, the total amount of KCCCSA dues to be deducted each year for each member. All membership dues shall be paid through payroll deduction.
2. The Board shall deduct KCCCSA dues in equal amounts from each pay check for each employee from whom it receives a written authorization. Such deductions shall continue until the Treasurer of the Board is in receipt of a written revocation of such authorization from the member; or until the members are discontinued.
3. Individual authorization forms for dues deductions shall be furnished to the Treasurer of the Board.
4. Dues deduction authorizations shall be filed with the Treasurer of the Board by the following quarterly enrollment dates: September 30, December 30, March 30, June 30, with deductions commencing with the next pay period.
5. Dues deductions shall be transmitted by the Treasurer of the Board to the KCCCSA Treasurer each month for the preceding month with a list of members from whom dues have been deducted.
6. If dues are not deducted because of a clerical mistake, the Treasurer of the KCCCSA will notify the Treasurer of the Board and the proper deductions shall be made the following pay period.
7. The right to refund any dues to a KCCCSA member shall be the responsibility of the KCCCSA.
8. The KCCCSA payroll deduction authorized form shall be the form provided by the Ohio Education Association.

E. LIFE INSURANCE

During the term of this contract, a group term life insurance policy will be provided for each member of the bargaining unit. The amount of the policy for a full-time employee shall be one hundred and fifty thousand (\$150,000). Employees may elect to continue such coverage after retirement by reimbursing the Board for the premium, if the insurance company allows.

F. MILEAGE

All mileage accumulated by an employee for authorized school business shall be reimbursed at the Internal Revenue Service allowed rate.

G. SERS--PICK-UP

The Board shall assume and pay to the School Employees Retirement System (SERS) the employee's contribution required from time to time under R.C. 3309.47. These contributions which are "picked up" by the Board shall be paid by the Board in lieu of contributions by the employees. No employee shall have the right to receive the contributed amounts directly instead of having them paid by the Board to SERS. However, each employee's compensation shall be restated and reduced in an amount equal to the contributed amounts from time to time.

H. TUITION REIMBURSEMENT/TRAINING

1. The employer will pay the cost of any employer-required and/or classification-related training approved by the supervisor.
2. Any classes, for which tuition reimbursement would apply, that were taken and completed prior to the ratification of the agreement covering July 1, 2011-June 30, 2014 will be subject to the terms of the most recent negotiated agreement in effect prior to the ratification. Following ratification, tuition reimbursement will no longer apply.

I. UNIFORMS

Maintenance and cafeteria staff who may be required to wear uniforms shall be reimbursed for the purchase and cleaning of these uniforms.

**ARTICLE XVI. SEVERANCE PAY UPON RETIREMENT**

- A. Employees of the Knox County Career Center School District may, at the time of their retirement from service from the Knox County Career Center School District, elect to be paid in cash for one-third (1/3) of the value of their unused accumulative sick leave earned in public service in Ohio. Only those employees whose effective date of retirement with the School Employees Retirement System is no later than ninety (90) calendar days after the last paid day of service with the Knox County Career Center School District shall be eligible to be paid for unused cumulative sick leave. The maximum payment shall be for one-third (1/3) of the accumulative sick leave in the State of Ohio, not to exceed ninety-two (92) days.
- B. In addition, an employee must be employed by the Knox County Career Center School District for a minimum of seven (7) years to be eligible for severance pay, unless the employee was employed prior to April 17, 2001, in which case he/she need only to have been employed for a minimum of three (3) years.
- C. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave

accumulated in the state of Ohio by the employee at that time. Severance pay shall be made only once to any employee. Thus, if an employee has received severance pay from another political subdivision of the state of Ohio, the employee is not eligible for additional severance pay by the Knox County Career Center School Board of Education. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the School Employees Retirement System.

- D. For the purpose of calculating severance pay only, the accumulation of unused sick leave shall be limited to two hundred seventy-six (276) days.

#### **ARTICLE XVII. SENIORITY**

- A. Seniority shall be defined as the total length of continuous service in all positions in the employment of the Board.
- B. Time spent on paid leaves of absence shall be counted in determining the length of continuous service.
- C. Time spent on unpaid leaves of absence shall not be counted in determining the length of continuous service. However, an unpaid leave of absence shall not be considered an interruption of the continuity of service.
- D. An updated seniority list will be provided to the KCCCSA President by October 1 of each year ranking bargaining unit members by name (from the most senior to the least senior employee with a continuing contract, followed by the most senior to the least senior employee with a limited contract) within each classification and also indicating the following information as to each individual:
  - 1. Date of initial hire (by official Board action) into a bargaining unit position;
  - 2. First day worked as a regular bargaining unit employee;
  - 3. Type of contract (one-year, two-year, or continuing); and
  - 4. The dates worked in the current classification.

Any corrections to such information are to be submitted by the KCCCSA President or designee to the Board's Treasurer by not later than the following November 15, at which point all information on the list will be deemed conclusive until the following October 1.

- E. If two or more individuals have equal seniority, then the following shall be used to determine who is more or most senior:
  - 1. The date of the Board meeting at which they were hired, then by

2. The first day they worked as a regular bargaining unit employee, then by
3. The date their initial employment contract was received by the Treasurer's office.

#### **ARTICLE XVIII. SALARY**

- A. Salaries shall be paid in accordance with the Salary Schedules in Appendix A during the 2011-2012 school year, 2012-2013 school year, and 2013-2014 school year. An employee must work a minimum of 120 days in any year to advance to the next step on the salary schedule the following July 1.

2011-2012 school year: one and one-half percent (1.5%) increase  
2012-2013 school year: one and one-half percent (1.5%) increase  
2013-2014 school year: one and one-half percent (1.5%) increase

- B. No employee shall be required to work for the Board or any organization using Board facilities at less than the pay rates provided under this Agreement. The Board shall make every effort to insure timely payment of employees working special events for outside organizations. It is further understood that the Board will provide Worker's Compensation coverage for employees who work special events.
- C. Employees who work the second and third shifts shall be paid the following hourly shift differentials:

Second shift (2:30 p.m. - 11:00 p.m.) \$0.50  
Third shift (10:30 p.m. - 7:00 a.m.) \$0.55

- D. Employees with a valid Associates Degree shall receive an additional \$1,250.00 per annum added to their base salary. Employees with a valid Bachelors Degree shall receive an additional two thousand two hundred fifty dollars (\$2,250.00) per annum added to their base salary. This section only applies to those employees employed by the Board as of July 1, 2011.

#### **ARTICLE XIX. NO STRIKE**

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the KCCCSA agrees that neither it, its officers, agents, representatives, or members individually or collectively, will authorize, instigate, cause, aid, condone, or participate in any illegal strike, work stoppage or any other interruption of operations or service of the members or other employees of the Board.

## **ARTICLE XX. PROVISIONS CONTRARY TO LAW**

If any provision of this Agreement shall be found contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, and Section 4117.10(A) of the Revised Code, but all other provisions herein shall continue in full force and effect. If any term of this Agreement is deemed invalid, bargaining shall begin within ten (10) days from the date of a written request by either party to begin bargaining on the provision invalidated.

## **ARTICLE XXI. HEALTH AND SAFETY**

- A. The parties agree that a health and safety committee comprised of management and KCCCSA members exists. The committee shall address health and safety concerns raised by either party and shall meet no less than quarterly at a mutually agreeable time and place.
- B. If administration becomes aware of either a staff member or a student contracting a communicable disease, they shall notify staff of such, without divulging confidential information.

ARTICLE XXII. DURATION OF AGREEMENT

This Agreement is entered into between the Knox County Career School District Board of Education and the Knox County Career Center Staff Association for the period beginning July 1, 2011 and ending June 30, 2014.

As authorized by the respective parties on this 11<sup>th</sup> day of November, 2011.

KNOX COUNTY CAREER CENTER  
STAFF ASSOCIATION

By: Betty Anne Bell  
President

By: Corky A. Springs  
Representative

KNOX COUNTY CAREER CENTER  
BOARD OF EDUCATION PGO

By: Richard McLean  
Board President

By: Richard Pachmaye  
Superintendent

By: Jay Elliott  
Treasurer

**GRIEVANCE FORM**  
**Knox County Career Center**

Grievance # \_\_\_\_\_ Date of Incident \_\_\_\_\_

Name of Grievant(s) \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s) or KCCCSA President

\_\_\_\_\_  
Date

Level One -- Informal

Date of Informal Meeting \_\_\_\_\_

Individuals Present \_\_\_\_\_

Level Two – Formal (Supervisor/Director)

Received by Immediate Supervisor/Director \_\_\_\_\_ Date \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Disposition by Immediate Supervisor/Director: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor/Director \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant/KCCCSA President \_\_\_\_\_ Date \_\_\_\_\_

Level Three – Formal (Superintendent)

Response of Grievant/KCCCSA President: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s) or KCCCSA President \_\_\_\_\_ Date \_\_\_\_\_

Received by Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Disposition by Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant/KCCCSA President \_\_\_\_\_ Date \_\_\_\_\_

Level Four – Formal (Arbitration)

Response of Grievant/KCCCSA President: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s) or KCCCSA President                      Date

Date of Filing with AAA \_\_\_\_\_

AAA Case Number \_\_\_\_\_

Name of Arbitrator \_\_\_\_\_

**KNOX COUNTY CAREER CENTER**

**NON-CERTIFIED SALARY SCHEDULES**

		PBX OPERATOR				SECRETARY				SECRETARY		
		12 MONTHS				10 MONTHS				12 MONTHS		
		2011-2012	2012-2013	2013-2014		2011-2012	2012-2013	2013-2014		2011-2012	2012-2013	2013-2014
PERCENT		1.0150	1.0150	1.0150	PERCENT	1.0150	1.0150	1.0150	PERCENT	1.0150	1.0150	1.0150
STEPS	INDEX				STEPS				STEPS			
0	1.000	26,002	26,291	26,788	0	23,820	23,957	24,204	0	28,646	28,964	29,512
1	1.033	26,860	27,159	27,672	1	24,606	24,748	25,003	1	29,591	29,920	30,486
2	1.066	27,718	28,026	28,556	2	25,392	25,538	25,801	2	30,537	30,876	31,460
3	1.099	28,576	28,894	29,440	3	26,178	26,329	26,600	3	31,482	31,831	32,434
4	1.132	29,434	29,761	30,324	4	26,964	27,119	27,399	4	32,427	32,787	33,408
5	1.165	30,292	30,629	31,208	5	27,750	27,910	28,198	5	33,373	33,743	34,381
6	1.198	31,150	31,497	32,092	6	28,536	28,700	28,996	6	34,318	34,699	35,355
7	1.231	32,008	32,364	32,976	7	29,322	29,491	29,795	7	35,263	35,655	36,329
8	1.264	32,867	33,232	33,860	8	30,108	30,282	30,594	8	36,209	36,610	37,303
9	1.297	33,725	34,099	34,744	9	30,895	31,072	31,393	9	37,154	37,566	38,277
10	1.330	34,583	34,967	35,628	10	31,681	31,863	32,191	10	38,099	38,522	39,251
11	1.363	35,441	35,835	36,512	11	32,467	32,653	32,990	11	39,044	39,478	40,225
12	1.396	36,299	36,702	37,396	12	33,253	33,444	33,789	12	39,990	40,434	41,199
13	1.429	37,157	37,570	38,280	13	34,039	34,235	34,588	13	40,935	41,390	42,173
14	1.462	38,015	38,437	39,164	14	34,825	35,025	35,386	14	41,880	42,345	43,147
15	1.495	38,873	39,305	40,048	15	35,611	35,816	36,185	15	42,826	43,301	44,120
16	1.528	39,731	40,173	40,932	16	36,397	36,606	36,984	16	43,771	44,257	45,094
17	1.528	39,731	40,173	40,932	17	36,397	36,606	36,984	17	43,771	44,257	45,094
18	1.561	40,589	41,040	41,816	18	37,183	37,397	37,782	18	44,716	45,213	46,068
19	1.561	40,589	41,040	41,816	19	37,183	37,397	37,782	19	44,716	45,213	46,068
20	1.594	41,447	41,908	42,700	20	37,969	38,187	38,581	20	45,662	46,169	47,042
21	1.624	42,227	42,697	43,504	21	38,684	38,906	39,307	21	46,521	47,038	47,927
22	1.624	42,227	42,697	43,504	22	38,684	38,906	39,307	22	46,521	47,038	47,927
23	1.654	43,007	43,485	44,307	23	39,398	39,625	40,033	23	47,380	47,906	48,813

		CUSTODIAN				CUSTODIAN ASSISTANT		
		12 MONTHS				10 MONTHS		
		2011-2012	2012-2013	2013-2014		2011-2012	2012-2013	2013-2014
PERCENT		1.0150	1.0150	1.0150	PERCENT	1.0150	1.0150	1.0150
STEPS	INDEX				STEPS			
0	1.000	27,910	28,220	28,753	0	20,795	20,914	21,130
1	1.033	28,831	29,151	29,702	1	21,481	21,604	21,827
2	1.066	29,752	30,083	30,651	2	22,167	22,294	22,525
3	1.099	30,673	31,014	31,600	3	22,854	22,984	23,222
4	1.132	31,594	31,945	32,548	4	23,540	23,675	23,919
5	1.165	32,515	32,876	33,497	5	24,226	24,365	24,616
6	1.198	33,436	33,808	34,446	6	24,912	25,055	25,314
7	1.231	34,357	34,739	35,395	7	25,599	25,745	26,011
8	1.264	35,278	35,670	36,344	8	26,285	26,435	26,708
9	1.297	36,199	36,601	37,293	9	26,971	27,125	27,406
10	1.330	37,120	37,533	38,241	10	27,657	27,816	28,103
11	1.363	38,041	38,464	39,190	11	28,344	28,506	28,800
12	1.396	38,962	39,395	40,139	12	29,030	29,196	29,497
13	1.429	39,883	40,326	41,088	13	29,716	29,886	30,195
14	1.462	40,804	41,258	42,037	14	30,402	30,576	30,892
15	1.495	41,725	42,189	42,986	15	31,089	31,266	31,589
16	1.528	42,646	43,120	43,935	16	31,775	31,957	32,287
17	1.528	42,646	43,120	43,935	17	31,775	31,957	32,287
18	1.561	43,568	44,051	44,883	18	32,461	32,647	32,984
19	1.561	43,568	44,051	44,883	19	32,461	32,647	32,984
20	1.594	44,489	44,983	45,832	20	33,147	33,337	33,681
21	1.624	45,326	45,829	46,695	21	33,771	33,964	34,315
22	1.624	45,326	45,829	46,695	22	33,771	33,964	34,315
23	1.654	46,163	46,676	47,557	23	34,395	34,592	34,949

Shift Differential

Afternoon - \$0.50/hour  
 Evening - \$0.55/hour

Afternoon - \$0.50/hour

		STAFF AIDE				COOKS			
		12 MONTHS				PERCENT	2011-2012	2012-2013	2013-2014
		2011-2012	2012-2013	2013-2014					
PERCENT		1.0150	1.0150	1.0150	PERCENT	1.0150	1.0150	1.0150	
STEPS	INDEX				STEPS				
0	1.000	19,201	19,414	19,781	0	15,226	15,454	15,686	
1	1.033	19,835	20,055	20,434	1	15,728	15,964	16,204	
2	1.066	20,468	20,695	21,087	2	16,231	16,474	16,721	
3	1.099	21,102	21,336	21,739	3	16,733	16,984	17,239	
4	1.132	21,736	21,977	22,392	4	17,236	17,494	17,757	
5	1.165	22,369	22,617	23,045	5	17,738	18,004	18,274	
6	1.198	23,003	23,258	23,698	6	18,241	18,514	18,792	
7	1.231	23,636	23,899	24,350	7	18,743	19,024	19,309	
8	1.264	24,270	24,539	25,003	8	19,246	19,534	19,827	
9	1.297	24,904	25,180	25,656	9	19,748	20,044	20,345	
10	1.330	25,537	25,821	26,309	10	20,251	20,554	20,862	
11	1.363	26,171	26,461	26,962	11	20,753	21,064	21,380	
12	1.396	26,805	27,102	27,614	12	21,255	21,574	21,898	
13	1.429	27,438	27,743	28,267	13	21,758	22,084	22,415	
14	1.462	28,072	28,383	28,920	14	22,260	22,594	22,933	
15	1.495	28,705	29,024	29,573	15	22,763	23,104	23,451	
16	1.528	29,339	29,665	30,225	16	23,265	23,614	23,968	
17	1.528	29,339	29,665	30,225	17	23,265	23,614	23,968	
18	1.561	29,973	30,305	30,878	18	23,768	24,124	24,486	
19	1.561	29,973	30,305	30,878	19	23,768	24,124	24,486	
20	1.594	30,606	30,946	31,531	20	24,270	24,634	25,003	
21	1.624	31,182	31,528	32,124	21	24,727	25,097	25,474	
22	1.624	31,182	31,528	32,124	22	24,727	25,097	25,474	
23	1.654	31,758	32,111	32,718	23	25,184	25,561	25,945	

		TREASURER'S ASSISTANT					LIBRARIAN		
		10 MONTHS					2011-2012	2012-2013	2013-2014
		2011-2012	2012-2013	2013-2014					
PERCENT		1.0150	1.0150	1.0150	PERCENT		1.0150	1.0150	1.0150
STEPS	INDEX				STEPS	INDEX			
0	1.000	25,792	25,950	26,339	0	0.865	30,331	30,786	31,248
1	1.033	26,643	26,806	27,208	1	0.915	32,084	32,566	33,054
2	1.066	27,494	27,663	28,077	2	0.965	33,838	34,345	34,861
3	1.099	28,345	28,519	28,947	3	1.015	35,591	36,125	36,667
4	1.132	29,197	29,375	29,816	4	1.065	37,344	37,904	38,473
5	1.165	30,048	30,232	30,685	5	1.115	39,097	39,684	40,279
6	1.198	30,899	31,088	31,554	6	1.165	40,851	41,464	42,086
7	1.231	31,750	31,944	32,423	7	1.215	42,604	43,243	43,892
8	1.264	32,601	32,801	33,292	8	1.265	44,357	45,023	45,698
9	1.297	33,452	33,657	34,162	9	1.315	46,110	46,802	47,504
10	1.330	34,303	34,514	35,031	10	1.365	47,864	48,582	49,311
11	1.363	35,154	35,370	35,900	11	1.415	49,617	50,361	51,117
12	1.396	36,006	36,226	36,769	12				
13	1.429	36,857	37,083	37,638	13				
14	1.462	37,708	37,939	38,508	14				
15	1.495	38,559	38,795	39,377	15				
16	1.528	39,410	39,652	40,246	16				
17	1.528	39,410	39,652	40,246	17				
18	1.561	40,261	40,508	41,115	18				
19	1.561	40,261	40,508	41,115	19				
20	1.594	41,112	41,364	41,984	20				
21	1.624	41,886	42,143	42,775	21				
22	1.624	41,886	42,143	42,775	22				
23	1.654	42,660	42,921	43,565	23				