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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, 2020 through June 30, 2023

TABLE OF CONTENTS

ARTICLE I.	RECOGNITION-BARGAINING PROCEDURES	1
ARTICLE II.	ASSOCIATION RIGHTS	5
ARTICLE III.	FAIR PRACTICES.....	6
ARTICLE IV.	GRIEVANCE PROCEDURE	6
ARTICLE V.	EVALUATION	9
ARTICLE VI.	EMPLOYMENT AND DISCIPLINE	12
ARTICLE VII.	PERSONNEL FILE.....	12
ARTICLE VIII.	COMMUNITY COMPLAINT PROCEDURE	12
ARTICLE IX.	LEAVES	13
ARTICLE X.	VACATIONS AND HOLIDAYS	18
ARTICLE XI.	HOURS OF WORK	19
ARTICLE XII.	WORKING CONDITIONS.....	20
ARTICLE XIII.	ASSIGNMENT, TRANSFER, VACANCY AND PROMOTION	21
ARTICLE XIV.	REDUCTION IN FORCE	22
ARTICLE XV.	FRINGE BENEFITS	24
ARTICLE XVI.	SEVERANCE PAY UPON RETIREMENT.....	28
ARTICLE XVII.	SENIORITY	29
ARTICLE XVIII.	SALARY	30
ARTICLE XIX.	NO STRIKE.....	31
ARTICLE XX.	PROVISIONS CONTRARY TO LAW	31
ARTICLE XXI.	HEALTH AND SAFETY	31

ARTICLE XXII.	DURATION OF AGREEMENT.....	32
APPENDIX A	GRIEVANCE FORM.....	33
APPENDIX B	SALARY SCHEDULES.....	36
APPENDIX C	PERSONAL DAY LANGUAGE from 2017-2020.....	39

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 sub-section "b" below.
- b. Excluded from the bargaining unit shall be all certificated/licensed, confidential, professional, supervisory, management level, and seasonal employees, the Treasurer, the secretary to the Superintendent, the secretary to the Treasurer, the assistant to the Director of Adult Education, the twelve (12)-month Treasurer's Assistant, and the Technology Coordinators.

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. Membership Fees

- 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.

b. Payroll Deduction Membership Fees

The Board shall deduct membership fees from the pay of members of the bargaining unit who elect to become or to remain members of the KCCCSA

- c. Notification of the Amount of Membership Dues and Schedule of Deductions

Notice of the amount of the membership dues of the KCCCSA shall be transmitted by the KCCCSA to the Treasurer of the Board on or about September 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, over 24 pays, and the Board

agrees to promptly transmit all amounts deducted to the KCCCSA.

d. 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 membership dues deductions were made, the period covered, and the amounts deducted for each.

e. 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; *A day equals a work-day for Central Office, unless otherwise noted.
- 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, unless mutually agreed upon.

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 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, unless otherwise mutually agreed upon.

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. Such initialing shall not be as final agreement.

6. News Releases During Negotiations

Periodic written progress may be issued to the public during negotiations, 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 six (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, unless otherwise mutually agreed upon.

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 (15) 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. 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; 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 teacher's 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 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.
- 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, color, national origin, sex, gender identity, gender information, religion, ancestry, sexual orientation, age, disability, membership, participation, or association with the activities of the KCCCSA, or any other class protected by law.
- 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 (7) 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 (2) year contracts, evaluations are due March 1 of each school year.
 - 3. During continuing contracts, evaluations are due by May 1 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 in the following sequence:
 - 1-two year limited contract
 - 1-two year limited contract
 - 1-two year limited contract
- 4. Upon completion of the third two year 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 one hundred twenty (120) days in a school year to advance to either a 2-year or a continuing contract. If less than one hundred twenty (120) days are worked in a year, then the member must work one hundred twenty (120) days in the following school year before he/she may advance to the next contract in the sequence.

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 June 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 7 of Article VI 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.
- 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, stepsiblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-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 (5) 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

Through June 30, 2023, the following language applies for Items 1. & 2.:

1. Each full-time employee will be allowed three (3) days absence during each school year, without loss of salary. 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 personal days shall not be taken during professional in-service, parent/teacher conference days, before or after a holiday, or special events without the express written approval of the Superintendent. Only one personal day may be used to extend a holiday per contract year per employee. Use of personal days may be limited due to educational/organizational needs.
2. Personal leave shall not be granted for such purposes as the following:
 - a. Gainful employment
 - b. Seeking employment

Effective July 1, 2023: At the end of this contract cycle, previous contract language will apply to Article IX Leaves, D. Personal leave (See Appendix C).

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 (5) days of the student school year, or during in-service 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 (1) 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.

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, stepsiblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-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:

Upon employment, 12 days of vacation will begin to be accrued upon first working day. Vacation can be taken as accrued, but cannot be borrowed in advance for the first year.

After six (6) years of employment, seventeen (17) days of vacation will begin to be accrued.

After twelve (12) years of employment, twenty-two (22) vacation days will begin to be accrued.

After nineteen (19) years of employment, twenty-seven (27) vacation days will begin to be accrued.

After twenty-four (24) years of employment, thirty (30) vacation days will begin to be accrued.

- A. 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.

Use of vacation leave should be limited to two weeks at a time, unless prior approved by the Superintendent. A complete work week must be worked before taking additional vacation.

- D. Effective upon the ratification of the agreement beginning July 1, 2011, employees may accrue no more than two (2) years' worth of vacation. No more than two years can be on the books at any given time or it will be lost.

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 (12) 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 HOURS

Members of the bargaining unit shall not lose salary 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 hours 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/hours 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/hours 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 an email, placement in the lounge, or bargaining unit member's mailbox.

B. 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.

C. 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.

D. 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 (6th) consecutive work day.

E. 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.

F. 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.

G. JOB DESCRIPTION

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. 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 (5) working days from the date of the email. 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

All annual changes in premiums at 10% or below will be paid by the Board at 93% and the employee at 7%. Such contributions shall be made as pre-tax deductions.
3. The first ten percent (10%) 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 ten percent (10%) over the previous year's premiums, the bargaining unit member shall be responsible for the increase over ten percent (10%) or the benefit plan will be adjusted to keep the increase below ten percent (10%).

4. Bargaining unit members may opt out of health, optical, and dental insurance, if the employee provides proof of insurance other than Medicare and/or the Exchange, 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 with deductions commencing with the next pay period.
3. Employees may authorize deductions for the Fund for Children and Public Education.
4. 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.
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 1, 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 form authorized by the Ohio Education Association, shall be used.

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), unless an employee chooses to only accept fifty thousand dollars (\$50,000). This decision must be made at time of employment or during open enrollment. This decision to accept fifty thousand dollars (\$50,000) cannot be reversed. Employees may elect to continue such coverage after retirement by purchasing the insurance directly from the insurance company.

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

The Board shall appropriate for each fiscal year a sum sufficient to provide \$20,000 in tuition reimbursement to non-certificated employees for earned training or college credit subject to the following conditions:

1. Courses to be considered for approval must be related to the bargaining unit member's assignment and/or related areas of responsibility at the Knox County Career Center AND
 - a. Would lead to another area of certification/licensure;
 - b. Would lead to a degree; and/or
 - c. Are necessary for the renewal or upgrade of a license/certificate.
2. All programs or credits must be approved in advance by the immediate supervisor and Superintendent.
3. In order to be eligible for reimbursement during a fiscal year, the course must be completed between July 1 and June 30 of each year and applications for pre-approval must be submitted to the Superintendent no later than May 1 of each school year. For reimbursement, an employee must receive at least a grade of B or the certificate sought.
4. Reimbursement payment for the course will occur by July 31 and January 31.
5. Only courses or training completed from properly accredited programs are acceptable for reimbursement.
6. All hours for training work will be converted to semester hour equivalents and the reimbursement cap to determine the semester hour reimbursement level. No employee shall receive more than a maximum of \$3,000 per fiscal year.

Procedures for determining the per-semester hour payment will be as follows:

- a. Determine the total number of semester hours being submitted by all individuals.
- b. Divide the result of (a) into the reimbursement cap (\$10,000 for the first half of the year plus \$10,000 for the second half of the year plus any unused

portion of the \$10,000 available during the first half of the year. Not to exceed \$20,000 per fiscal year) to determine the per-semester hour reimbursement rate times the number of semester hours submitted.

c. For each individual that submitted documentation for reimbursement, multiply the per-semester hour reimbursement rate times the number of semester hours submitted.

d. If the reimbursement amount is greater than \$3,000, the employee will only receive the maximum amount of \$3,000.

e. If the reimbursement amount is less than \$3,000, the employee will receive the calculated amount from (2).

f. The class submitted for reimbursement was completed or will be completed before the first day of the next contract year.

g. All appropriate documentation for reimbursement is submitted on or before the last day of work for the employee or the last day of classes and prior to December 31 for the first half of the year or June 30 for the second half of the year.

7. The employee must remain in the employ of the Board for not less than three (3) years following the end of the fiscal year that the courses were taken. If the employee voluntarily leaves employment with the Board before the end of the three (3), s/he shall repay the Board the amount of the reimbursement. Employees who are retiring from KCCC and from a pension system are not required to pay tuition back.

8. If the employee is requested to take specific coursework or training by the Board, the cost of said coursework shall not be included in the tuition reimbursement cap set forth in this Article.

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.
- 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 (1)-year, two (2)-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 (2) 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 2020-2021 school year, the 2021-2022 school year, and the 2022-2023 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.

2020-2021 school year: one and a half percent (1.5%) increase
2021-2022 school year: one and a half percent (1.5%) increase
2022-2023 school year: one and a 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. Custodians who apply and are selected to perform maintenance duties during their shift will receive a \$3.00/hr differential added to their current custodian wages. These duties will be assigned by the Facility Operations Supervisor. The contracts for this differential will be adjusted yearly. These duties are outside of routine maintenance duties such as changing light bulbs, completing small repairs to furniture, etc., and it is acknowledged that during the summer all custodians may be required to perform duties outside of the regular cleaning routes. Such duties could include, but not limited to, HVAC, electrical,

plumbing, construction, etc.

- E. The PBX Operator and 10 month secretary salary schedules are to be deleted. A 260 day Technician salary schedule is to be developed and added.

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

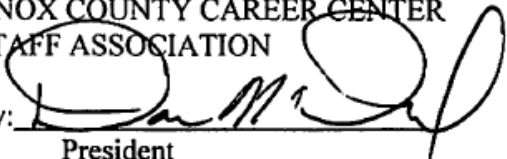
- A. The parties agree that a health and safety committee comprised of management and KCCCSA members exists. The committee shall address health and safety concerns raised by either party and shall meet no less than quarterly at a mutually agreeable time and place.
- A. If administration becomes aware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

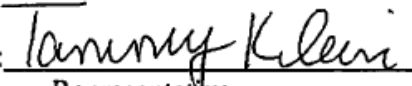
ARTICLE XXII. DURATION OF AGREEMENT

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, 2020 and ending June 30, 2023.

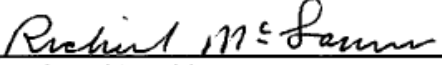
As authorized by the respective parties on this 27 day of August, 2020.

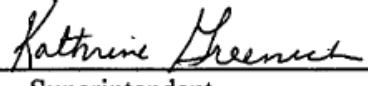
KNOX COUNTY CAREER CENTER
STAFF ASSOCIATION

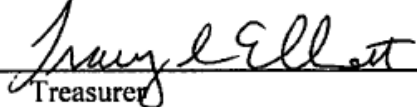
By: 
President

By: 
Representative

KNOX COUNTY CAREER CENTER
BOARD OF EDUCATION PGO

By: 
Board President

By: 
Superintendent

By: 
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 _____

KNOX COUNTY CAREER CENTER

NON-CERTIFIED SALARY SCHEDULES

		CUSTODIAN			CUSTODIAN ASSISTANT			STAFF AIDE			COOKS		
		12 MONTHS			10 MONTHS			12 MONTHS					
LAST YEAR	BASE # DAYS	\$32,029 262	32,385 261	32,871 261	\$23,556 217	23,909 217	24,379 218	\$22,035 262	22,280 261	22,614 261	17,406 191	17,667 191	17,932 191
		2020-2021	2021-2022	2022-2023	2020-2021	2021-2022	2022-2023	2020-2021	2021-2022	2022-2023	2020-2021	2021-2022	2022-2023
PERCENT # DAYS		1.0150 261	1.0150 261	1.0150 261	1.0150 217	1.0150 218	1.0150 218	1.0150 261	1.0150 261	1.0150 261	1.0150 191	1.0150 191	1.0150 191
STEPS													
0	1.000	32,385	32,871	33,364	23,909	24,379	24,745	22,280	22,614	22,953	17,667	17,932	18,201
1	1.033	33,454	33,956	34,465	24,698	25,184	25,562	23,015	23,360	23,710	18,250	18,524	18,802
2	1.066	34,522	35,040	35,566	25,487	25,988	26,378	23,750	24,107	24,468	18,833	19,116	19,402
3	1.099	35,591	36,125	36,667	26,276	26,793	27,195	24,486	24,853	25,225	19,416	19,707	20,003
4	1.132	36,660	37,210	37,768	27,065	27,597	28,011	25,221	25,599	25,983	19,999	20,299	20,604
5	1.165	37,729	38,295	38,869	27,854	28,402	28,828	25,956	26,345	26,740	20,582	20,891	21,204
6	1.198	38,797	39,379	39,970	28,643	29,206	29,645	26,691	27,092	27,498	21,165	21,483	21,805
7	1.231	39,866	40,464	41,071	29,432	30,011	30,461	27,427	27,838	28,255	21,748	22,074	22,405
8	1.264	40,935	41,549	42,172	30,221	30,815	31,278	28,162	28,584	29,013	22,331	22,666	23,006
9	1.297	42,003	42,634	43,273	31,010	31,620	32,094	28,897	29,330	29,770	22,914	23,258	23,607
10	1.330	43,072	43,718	44,374	31,799	32,424	32,911	29,632	30,077	30,527	23,497	23,850	24,207
11	1.363	44,141	44,803	45,475	32,588	33,229	33,727	30,368	30,823	31,285	24,080	24,441	24,808
12	1.396	45,209	45,888	46,576	33,377	34,033	34,544	31,103	31,569	32,042	24,663	25,033	25,409
13	1.429	46,278	46,973	47,677	34,166	34,838	35,361	31,838	32,315	32,800	25,246	25,625	26,009
14	1.462	47,347	48,057	48,778	34,955	35,642	36,177	32,573	33,062	33,557	25,829	26,217	26,610
15	1.495	48,416	49,142	49,879	35,744	36,447	36,994	33,309	33,808	34,315	26,412	26,808	27,210
16	1.528	49,484	50,227	50,980	36,533	37,251	37,810	34,044	34,554	35,072	26,995	27,400	27,811
17	1.561	50,553	51,312	52,081	37,322	38,056	38,627	34,779	35,300	35,830	27,578	27,992	28,412
18	1.594	51,622	52,396	53,182	38,111	38,860	39,444	35,514	36,047	36,587	28,161	28,584	29,012
19	1.624	52,593	53,383	54,183	38,828	39,591	40,186	36,183	36,725	37,276	28,691	29,122	29,558
20	1.654	53,565	54,369	55,184	39,545	40,323	40,928	36,851	37,404	37,964	29,221	29,660	30,104
STI(END AFTERNOON .50 /HR.		1,044	1,044	1,044	868	872	872						
EVENING .55 PER HOUR		1,148	1,148	1,148									
		July 1 to June 30			August 16 to June 15			July to June 30			180 student days		
		8 hours a day			8 hours per day			6 hours per day			11 holidays		
		days will vary			days will vary			days will vary			6.5 hours per day		

		SECRETARY					TECHNICIAN		
		12 MONTHS					12 MONTH		
							STEPS		
LAST YEAR BASE		32,876	\$33,242	\$33,741					
# DAYS		262	261	261					
		2020-2021	2021-2022	2022-2023			2020-2021	2021-2022	2022-2023
PERCENT		1.0150	1.0150	1.0150					
# DAYS		261	261	261			261	261	261
STEPS									
0	1.000	33,242	33,741	34,247	0	1.000	39,985	39,985	39,985
1	1.033	34,339	34,854	35,377	1	1.033	41,305	41,305	41,305
2	1.066	35,436	35,968	36,507	2	1.066	42,624	42,624	42,624
3	1.099	36,533	37,081	37,637	3	1.099	43,944	43,944	43,944
4	1.132	37,630	38,195	38,768	4	1.132	45,263	45,263	45,263
5	1.165	38,727	39,308	39,898	5	1.165	46,583	46,583	46,583
6	1.198	39,824	40,422	41,028	6	1.198	47,902	47,902	47,902
7	1.231	40,921	41,535	42,158	7	1.231	49,222	49,222	49,222
8	1.264	42,018	42,649	43,288	8	1.264	50,541	50,541	50,541
9	1.297	43,115	43,762	44,418	9	1.297	51,861	51,861	51,861
10	1.330	44,212	44,876	45,549	10	1.330	53,180	53,180	53,180
11	1.363	45,309	45,989	46,679	11	1.363	54,500	54,500	54,500
12	1.396	46,406	47,102	47,809					
13	1.429	47,503	48,216	48,939					
14	1.462	48,600	49,329	50,069					
15	1.495	49,697	50,443	51,199					
16	1.528	50,794	51,556	52,329					
17	1.528	50,794	51,556	52,329					
18	1.561	51,891	52,670	53,460					
19	1.561	51,891	52,670	53,460					
20	1.594	52,988	53,783	54,590					
21	1.624	53,985	54,795	55,617					
22	1.624	53,985	54,795	55,617					
23	1.654	54,982	55,808	56,645					
		July 1 to June 30					July 1 to June 30		
		8 hours per day					8 hours per day		
		# of days will vary					# of days will vary		

	TREASURER'S ASSISTANT				LIBRARIAN			TECHNICIAN				
	10 MONTHS											
	\$29,357	\$29,797	\$30,377		\$40,689	\$41,299	\$41,918		\$40,689	\$41,299	\$41,918	
	228	228	229		186	186	186		216	216	216	
	2020-2021	2021-2022	2022-2023		2020-2021	2021-2022	2022-2023		2020-2021	2021-2022	2022-2023	
	1.0150	1.0150	1.0150		1.0150	1.0150	1.0150		1.0150	1.0150	1.0150	
	228	229	229		186	186	186		216	216	216	
STEPS												
0	1.000	29,797	30,377	30,833	0.865	35,196	35,724	36,259	0.865	35,196	35,724	36,259
1	1.033	30,780	31,379	31,850	0.915	37,230	37,789	38,355	0.915	37,230	37,789	38,355
2	1.066	31,764	32,382	32,868	0.965	39,265	39,854	40,451	0.965	39,265	39,854	40,451
3	1.099	32,747	33,384	33,885	1.015	41,299	41,918	42,547	1.015	41,299	41,918	42,547
4	1.132	33,730	34,387	34,903	1.065	43,334	43,983	44,643	1.065	43,334	43,983	44,643
5	1.165	34,714	35,389	35,920	1.115	45,368	46,048	46,739	1.115	45,368	46,048	46,739
6	1.198	35,697	36,392	36,938	1.165	47,403	48,113	48,834	1.165	47,403	48,113	48,834
7	1.231	36,680	37,394	37,955	1.215	49,437	50,178	50,930	1.215	49,437	50,178	50,930
8	1.264	37,663	38,397	38,973	1.265	51,472	52,243	53,026	1.265	51,472	52,243	53,026
9	1.297	38,647	39,399	39,990	1.315	53,506	54,308	55,122	1.315	53,506	54,308	55,122
10	1.330	39,630	40,401	41,008	1.365	55,540	56,373	57,218	1.365	55,540	56,373	57,218
11	1.363	40,613	41,404	42,025	1.415	57,575	58,438	59,314	1.415	57,575	58,438	59,314
12	1.396	41,597	42,406	43,043								
13	1.429	42,580	43,409	44,060	The Librarian's salary schedule is based			Vacation days were included in the				
14	1.462	43,563	44,411	45,078	on the teachers schedule. Actual work			configuring of the salary. Actual work				
15	1.495	44,547	45,414	46,095	days are listed.			days are listed.				
16	1.528	45,530	46,416	47,113				Work days are coordinated with the				
17	1.528	45,530	46,416	47,113				technology coordinator.				
18	1.561	46,513	47,418	48,130								
19	1.561	46,513	47,418	48,130								
20	1.594	47,496	48,421	49,148								
21	1.624	48,390	49,332	50,073								
22	1.624	48,390	49,332	50,073								
23	1.654	49,284	50,244	50,998								
	August 16 through June 30											
	8 hours per day											
	# of days will vary											

Personal Day Language from 2017-2020

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 (5) days of the student school year, or during in-service 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 bargaining unit member that the purpose of such leave is one which has been authorized pursuant to this policy, the Superintendent shall approve the application.

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.

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 (1) day, or fraction thereof, for each personal leave day not expended during the preceding school year.

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.