

# Lawrence County Developmental Disabilities

## Personnel Policy Manual



**Adopted: April 10, 2018**

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# Section 1

## Manual Introduction



# **A BRIEF INTRODUCTION TO THE BOARD**

◆ POLICY 1.01 ◆

- A.** The Lawrence County Developmental Disabilities is a publicly funded program serving children and adults in the rural, Appalachian foothills of Southern Ohio.
- B.** In the 1960s, parents with children who had mental retardation in Lawrence County came together to provide education and socialization of their children. As similar family engagement occurred across the state, Ohio's legislature created Mental Retardation/Developmental Disabilities boards to serve individuals with multiple handicaps across the state. In the fall of 2009, the term "Mental Retardation" was omitted from the title so that the organizations became known as the Board of Developmental Disabilities in their respective counties.
- C.** Accredited by the Ohio Dept. of Developmental Disabilities, the Board currently serves over 500 individuals with disabilities annually. These include:
  - Early Intervention (birth - age 3) and Preschool (ages 3 - 5) located at the Early Childhood Center, and which is accredited by the Ohio Dept. of Education and certified by the National Association for the Education of Young Children;
  - Open Door School (ages 6 - 21) which is certified by the Ohio Dept. of Education; and
  - Service and Support Administration (birth - adulthood).
- D.** The Board is subject to the laws and regulations of the State of Ohio, including ORC 5126, ORC 124 and other civil service laws, ORC 4117 governing collective bargaining, rules of the Department of Developmental Disabilities, rules of the Ohio Department of Education, federal employment laws and regulations, policies established by the Board, and negotiated management and labor contracts. The Board makes every effort to comply with all laws and regulations, and its negotiated management and labor contracts, and has committed itself to provide professional services for the betterment of the community it serves
- E.** Organizationally, the Board consists of a Superintendent who is the appointing authority, and who reports directly to a governing board. The Superintendent directly or indirectly manages all employees of the Board who are assigned to variety of jobs, with each job being a fundamentally important to the provision of our operations and services.

## Policy Adoption

- A. This manual was adopted by the governing Board of the Lawrence County Developmental Disabilities on April 10, 2018. It became effective immediately upon adoption and communication to employees. This manual provides guidance to employees regarding their terms, conditions, expectations and benefits of employment with the Board, while helping the Board to operate in accordance with State and Federal employment laws and regulations.
- B. These policies are promulgated through the Board's statutory authority, with policies drafted to be consistent with the terms and conditions of the current labor agreement in effect at the time that this manual was adopted.
- C. These policies supersede all previously issued policies. In the event that there is a conflict between any of these policies and:
  - a. policies previously issued, the provisions specified in this manual will prevail;
  - b. provisions of the current labor agreement, the provisions of the labor agreement will apply to those employees covered by the agreement; or
  - c. matters expressed in this manual and any other applicable law or requirement, the applicable law or requirement shall prevail.

## Scope and Applicability of Policies

- A. **Non-Bargaining Unit Employees:** Policies expressed in this manual cover the terms, conditions and benefits of employment with the Board for all non-bargaining unit employees, including those assigned to full-time, part-time, 9-month, and intermittent positions.
- B. **Bargaining Unit Employees:** The wages, terms, conditions and benefits of employment for bargaining unit positions are broadly covered under the current negotiated labor contract with the policies in this manual promulgated to be consistent with the current labor contract. In accordance with Article 13 of the labor contract titled "Work Rules", these policies are intended to provide guidance to bargaining unit employees regarding policies and procedures that are not specifically covered in the labor contract. Bargaining unit employees have no recourse to the rules and regulations promulgated by the Ohio Department of Administrative Services, or the SPBR.
- C. **Volunteers:** Volunteers are expected to abide by applicable policies that specify the Board's expectations regarding the volunteer's behavior and conduct while performing services for the Board.
- D. **Independent Contractors:** Independent contractors are not covered by these policies, but rather by the contractual terms, conditions, compensation, as are negotiated by and between the contractor and the lawfully authorized official of the Board.
- E. **Agency Temporary Workers:** Workers who may be hired through a temporary agency are employees of the agency. However, through the contract with the agency, temporary workers are expected to abide by applicable policies that specify the Board's expectations regarding the worker's behavior and conduct while performing services for the Board.
- F. **Governing Board Members:** These policies are not applicable to the Governing Board members and officers whose responsibilities, authority and expectations are specified by law and the Governing Board's By-Laws.
- G. If any employee or other worker has any questions regarding these policies, or how they apply to their particular situation, that person should check with a supervisor, HR or the Superintendent before acting.

## **Terms of Employment**

- A. The contents of this manual are guidelines and do not, and are not intended to create any express or implied contractual obligations between the Board and any employee, with the exception of the express provisions of the certified labor contract that is currently in effect between the Board and its recognized union.
- B. Policies contained in this manual can change with evolving business, operational and service needs, preferred policy positions, or to remain current and consistent with changing employment laws and regulations or negotiated labor contract provisions.
- C. Nothing in this manual or in its administration or enforcement shall be construed to grant a guaranteed right to continued employment or benefits beyond those specified by law, and/or the current labor contract as is applicable to bargaining unit members.

## **Policy Dissemination**

- A. This manual is available for electronic review by each employee. You are expected to review and understand policy revisions or new policies when they are issued.
- B. A hard copy version of the manual is retained in HR and the Superintendent's Office, however, the electronic version of this manual is considered the official version. Hard copies are to be kept up-to-date and consistent with the electronic version by the person so assigned.
- C. If you have a question as to the most current version of a policy, you should check the electronic version before acting.
- D. Both hard copy and electronic versions of the manual are the property of the Board. Upon request by the Superintendent or HR, or upon separation from employment, any hard copy or electronic version of the manual that is in your possession shall be promptly returned.

## **Policy Understanding**

- A. You are responsible for being thoroughly familiar with this manual's contents. You may use working hours to review the manual in so far as the review does not interfere with your effective and timely performance of your job duties and responsibilities.
- B. Each employee is expected to abide by the provisions of this manual, and supervisors will be expected to administer these policies reasonably and objectively, in accordance with the policy's intent and specific facts and circumstances. Some situations may require interpretation and application of these policies to unique facts and circumstances. Based upon these facts and circumstances and solely at the authority, discretion and approval of the Superintendent, these policies may be applied or waived as determined appropriate.
- C. Throughout this manual, references are made to the Superintendent's responsibilities for administering, approving or overseeing the administration of these policies. Except as otherwise required by law or current labor contract, the Superintendent may delegate a responsibility to a supervisor or other employee. Delegation of these obligations and responsibilities may be made either on a case-by-case basis, or as a regular part of the employee's job duties. Although that person is accountable for successfully and competently performing the delegated responsibilities, the Superintendent retains ultimate authority and responsibility for the oversight, and proper, effective and lawful performance of all delegated matters.

## **Updates**

- A. The Superintendent maintains authority to recommend new or changed policies to the Governing Board. The Governing Board will consider the recommendation of the Superintendent, and maintains authority to either approve or disapprove the change.

- B.** In accordance with Article 13 of the labor contract, any additions or amendments to the policies shall be reduced to writing and sent to all affected bargaining unit members and presented to the Union's President. All work rules that relate to safety standards and safe practice procedures shall be verbally communicated to each affected employee by the Superintendent or designee, in addition to being posted.
- C.** New or amended policies (work rules) are disseminated to all employees who will sign the policy to indicate understanding and submit the signed copy to HR within 3 scheduled workdays from the date of receipt. If a new or revised policy is announced during a period when an employee is absent from work, the employee will be required to acknowledge receipt and understanding within 3 scheduled days upon returning to work.
- D.** When a policy is changed, the electronic version of the manual will be updated, and an electronic copy of the outdated policy will be retained for reference purposes if needed. Outdated hard copy policies are to be clearly marked as outdated.
- E.** HR will retain and file the signed policy copy that acknowledges reading and understanding in each employee's personnel file until the policy is rescinded or changed.

### **Violations**

- A.** Violation of any policy in this manual, or any reasonable and lawful directive issued by the Superintendent or another supervisor may result in disciplinary action, up to and including termination from employment.

## Growing Possibilities

**Our Vision:** Leading the way, achieving excellence and shaping the future.

**Our Mission:** To promote advocacy, inclusion and personal growth.



## Expectations of All Employees

- A. Our Board has earned an excellent reputation within Lawrence County and our industry for the excellent services and opportunities we provide to the residents in our community who have developmental disabilities.
- B. Although we're proud of our accomplishments, we recognize that we must continually seek improvement by consistently evaluating our services and operations, and by seeking new and better ways to best serve our community.
- C. Each employee shares in the responsibility for doing their part for achieving our vision, and for providing excellent service to the individuals we serve, consistent with our mission.
  - **Our Core Values:** "Communication, Accountability, Safety, Integrity, and Compassion" are our core values. Our logo is a plant that stands tall which promotes advocacy. The plant is among others to promote inclusion. Just like the individuals we serve, with time and care, the plant will grow. The plant's colors each symbolize the core values: Orange is the color for communication; White is the color for accountability; Green is the color for safety; Blue is the color for integrity; and Pink is the color for compassion. Each employee is expected to embrace these values and to exhibit them daily in our interactions with individuals served, their family members, our coworkers, and every other person with whom we have contact as we work together.
  - **Ethical Conduct:** Our Board conducts its business, operations and services with transparency and integrity, consistent with the highest ethical standards. Each employee represents our Board in both their work and personal lives, and therefore assumes an inherent obligation to continually uphold these standards.
  - **Trustworthiness:** Regardless of your job classification, each employee plays a vital role in providing our services. We depend on you and your coworkers to collaboratively work together for the benefit of the persons we serve. Earning and displaying trust is fundamentally important. Therefore, through our daily interactions, decisions and behaviors, each of us has an opportunity and is expected to demonstrate trusting working relationships with and between coworkers, management, family members of the persons served, and members of our community.
  - **Professionalism and Competency:** Each of us has a common responsibility to perform work competently, and to convey professionalism and courtesy in our conduct and relationships with individuals, their family members and all other job contacts.
  - **Work Environment:** We strive to create a friendly and relaxed work culture that encourages employees to constructively work together in a team environment. We all each share in the responsibility of creating a comfortable and productive working environment, where we can enjoy coming into work each scheduled day, and feel satisfaction in the work that we do.
  - **Flexibility and Change:** Change is a necessary part of the social services field and business. Constructive change enables our Board to grow and adapt to changing economic and business conditions, and community needs. Therefore, flexibility and the ability to adapt and embrace change is a valued and is an expectation of every employee.

- **Open Door Policy and Communications:** The Board encourages open, constructive and respectful communications among and between employees and management, and encourages each of us to seek constructive resolution to work problems before they fester and become bigger or more serious problems.

A. The following terms are used in this manual and generally defined below.

- **Absenteeism:** The practice of an employee failing to report for work for a period of one or more days or failing to report within the prescribed time when he or she has been assigned or scheduled to work. Misuse or abuse of sick leave is absenteeism.
- **Active Pay Status:** The situation for which an employee receives pay, including time actually worked, or for time spent on approved vacation leave, personal leave, paid holidays, compensatory time, paid civil leave, or other approved paid leave. Active pay status is used throughout this manual for the purpose of determining eligibility for benefits or other terms or conditions of employment.
- **Administration:** The Superintendent; Business Manager; Facilities Operations Manager; Early Childhood Director; Service and Support Administration (SSA) Director; and Communications and Resource Development Director.
- **Appointment Status:** Assignment of an employee to either a full-time, part-time, 9-month, temporary, or intermittent position. Typical work hours and terms of each appointment type are specified in the policy titled “Appointment Status”.
- **Appointing Authority:** The officer or entity having the power of appointment to, or removal from, positions established by the Board. The Governing Board is the appointing authority of the Superintendent, and the Superintendent is the appointing authority for all other positions established within the Board.
- **Board:** The lawfully established, publically funded entity, known as the Lawrence County Developmental Disabilities whose purpose is to provide early childhood, school age and adult services to persons with developmental disabilities.
- **Classification:** A group of positions that require substantially similar job duties and responsibilities, and which require similar education, experience and license/certification qualifications. Positions assigned to the same job classification are assigned to the same job title. A job classification may also consist of a single position. Positions assigned to the same classification are assigned to the same pay range but with employees assigned to the classification assigned to various pay rates within the range, based on the board’s pay philosophy, policy and practices.
- **Classification Series:** A group of classifications that have similar job functions, but which are distinguished by an increasing level of job responsibility and qualifications.
- **Classification Title:** The job title assigned by the classification system specified in ORC 5126, or as otherwise assigned by the Board.
- **Classified employee:** An employee of the Board is a classified civil servant unless the employee is designated as management as specified in ORC 5126.20, or is assigned to a job that is part of the recognized and certified bargaining unit pursuant to ORC 4117. Information regarding the status of classified, management and bargaining unit employees is included in the policy titled “Appointment Status” and other policies in this manual.
- **Conviction of a Felony:** A basis for discipline that includes but is not necessarily limited to the meaning specified in ORC 124.34.
- **Days:** Means calendar days, except otherwise specified in these policies.

- **Department:** An organizational unit of the Board that is managed and controlled by the Superintendent, either directly or indirectly through assigned management. Each department is charged with a specific public service function. Employees assigned to a department work in the same and/or different job classifications, but each collaboratively works toward achieving the department's programs, operations and/or services.
- **Disability:** A physical or mental impairment that substantially limits one or more of life's major activities, as defined by the Americans with Disabilities Act, its amendments and related court decisions and regulatory requirements.
- **Discharge:** The involuntary termination of an employee's employment for just cause, specifically for reasons specified in ORC 124.34; 5126.23 and management and labor contract provisions as may be applicable to classified, management and bargaining unit employees. Also may be referred to as a "removal".
- **Discourteous Treatment of the Public:** A basis for discipline that includes, but is not limited to the act of failing to comply with Board policy governing an employee's relationships, interactions with, and professional and courteous treatment of individuals, the public and all other persons as a representative of the Board.
- **Dishonesty:** A basis for discipline that includes, but is not limited to, an act of lying, untruthfulness, trickery, deceitfulness, cheating or defrauding.
- **Drunkenness:** The use of, or being under the influence of alcohol or drugs in violation of Board alcohol and drug policies.
- **Employee:** a person employed by the Board in a paid position that is subject to appointment, discipline, discharge, promotion, or reduction by the Superintendent in accordance with Board policy, legal, contractual and regulatory requirements. The term "employee" does not include volunteers or independent contractors.
- **Essential Job Duties/Job Requirements:** In general, essential job duties are those which are the primary reason for the existence of the job, and which an employee is required to perform, either with or without a reasonable accommodation. Essential functions do not include duties that are incidentally assigned to the position or performed by the employee.
- **Exempt Employee:** An employee who is lawfully assigned to an administrative, professional or executive job and who is paid on a salaried basis that covers all hours worked. Because they are paid on a salaried basis, exempt employees are not subject to pay reductions except for limited reasons specified by regulatory requirement, and are excluded from overtime pay regardless of the number of hours worked.
- **Failure of Good Behavior:** A basis for discipline that includes, but is not limited to an employee's failure to follow conduct policies set forth in this manual or applicable labor or management contract. Conduct that is contrary to that which the Board reasonably expects from its employees, either through law or regulations, or through generally accepted workplace conduct.
- **Governing Board:** The Governing Board has responsibility for the appointment of the Superintendent and has authority as specified by law. The Governing Board is comprised of seven members; five of whom are appointed by the Lawrence County Board of Commissioners, and two who are appointed by the Probate Judge of Lawrence County.
- **Immoral Conduct:** A basis for discipline that includes, but is not limited to behavior that fails to conform to standards and principles of morality, whether expressed in law, community standards, or otherwise. Immoral conduct is generally accepted as being harmful, adverse or contrary to public welfare.

- **Incompetency:** A basis for discipline that includes, but is not limited to a lack of ability, qualification or fitness to perform the substantial duties required of an employee to expected performance or conduct standards.
- **Individual:** A person who is eligible for, and participates in programs and services offered by the Board.
- **Inefficiency:** A basis for discipline that includes, but is not limited to being incapable or indisposed to proficiently or timely complete job duties or job tasks within reasonable timeframes and standards. A failure to achieve maximum productivity that can reasonably be achieved by others. A failure to make the best use of time and resources.
- **Insubordination:** A basis for discipline that includes, but is not limited to an employee's defiance or willful failure to follow a reasonable directive, instruction or order by a supervisor or another person with authority.
- **Major Life Activities:** For the purpose of determining a disability covered under the ADA, a major life activity includes but is not limited to: caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.
- **Malfeasance:** A basis for discipline that includes, but is not limited to the doing by the performance of an employee that is contrary to law or legally unjustified or harmful. The commission of an act that is wholly wrongful and/or which is in violation of the public trust.
- **Management:** An employee assigned to a position having supervisory or managerial responsibilities and duties. Management employees are employed under the terms and conditions specified in their management contract. Management job titles are listed in ORC [5126.22](#) (A).
- **Misfeasance:** A basis for discipline that includes, but is not limited to the performance of a legal or proper act that is done in an illegal manner or wrongful manner.
- **Neglect of Duty:** A basis for discipline that includes, but is not limited to omitting or failing to do a thing that is required to be done; an absence of care or attention in the doing; an omission of a given act or task; a failure to perform one's duty, whether willful or not.
- **Non-exempt employee** - employees who are paid on an hourly basis and are eligible to earn overtime pay for time all hours worked over 40 in the established 168 hour work period. Non-exempt employees are assigned to jobs that do not meet the administrative, professional, executive or other exemption tests specified by law and regulatory requirements.
- **Nonfeasance:** A basis for discipline that includes, but is not limited to the failure or omission to perform some act which an employee ought to perform.
- **ORC:** The Ohio Revised Code.
- **Position:** An approved slot on the Board's table of organization that is filled by one employee, or may be vacant. Each position is assigned a job classification, with job duties and responsibilities specified in a position description for which the employee is responsible to fulfill to performance and conduct standards.
- **Program Year:** The dates of a program year coincide with program calendars adopted by the Board.
- **Professional Employee:** an employee for whom a bachelor's degree from an accredited college or university or a license or certificate issued under Title XLVII of the Revised Code is a minimum requirement; or an employee employed as a conditional status service and support administrator. Job titles of professional employees are listed in ORC 5126.22 (B).

- **Public Employment Risk Reduction Act:** An Ohio law that provides for occupational safety and health standards, rules and regulations for Ohio public employers, including the Board. The law requires employers to provide employees with employment and a place of employment that is safe and healthy, and free from recognized hazards.
- **Reasonable accommodation** – an accommodation that is provided by the board which enables an otherwise qualified employee with a disability to perform the essential job duties to performance and conduct standards. Accommodations that are made must be reasonable and may not create an undue hardship on the Board.
- **Reduction** - a change from one classification to another with a lower base pay range and rate of pay. Reductions, which are also referred to as a demotion, may be voluntary or involuntary, but with both subject to the approval of the superintendent and governed by restrictions specified in Ohio civil service laws for classified employees, labor contract provisions for bargaining unit employees, and ORC 5126 for management employees.
- **Registered Service Employee:** An employee working in a job that requires a registration, but not a baccalaureate degree.
- **Reinstatement:** The act of returning a person to service with the Board following a leave of absence and where the employee retains the same or similar job classification, seniority, pay and status with the Board as when the employee left. A classified employee may also be recalled and reinstated within one year from the date that the employee was laid off.
- **Retention Points:** A system of calculating points based on a classified employee's length of continuous service. Retention points are used as one of the factors for establishing the order of layoff of classified employees.
- **Service Employee:** an employee assigned to a position which may require registration under section [5126.25](#) of the Revised Code but for which a bachelor's degree from an accredited college or university is not required. Service employee's job titles are listed in ORC [5126.22](#) (C).
- **Sick Leave Abuse:** The use of sick leave for any purpose other than that provided by these policies or the applicable labor contract. Examples of sick leave abuse are included in the sick leave policy, and may also include calling in sick when the employee is actually medically able to work; reporting illness in the immediate family when the family member is not sick; reporting off sick to participate in activity or to take care of personal business; a pattern or reporting off sick on certain days of the week or following regular days off; a consistently low sick leave balance without justification, failure to follow the rules and regulations regarding use of sick leave and reporting procedures.
- **State Employment Relations Board:** Also commonly referred to as SERB. This agency has jurisdiction over the Ohio collective bargaining process and other matters pertaining to the Board's bargaining unit employees. Authority and responsibility of this agency is specified in ORC 4117.
- **State Personnel Board of Review:** Also commonly referred to as SPBR. This agency has the responsibility to hear appeals of classified employees that may be filed in the event of a layoff, reduction in pay or position, suspension of 24 hours or more, termination or other personnel action within its jurisdiction.
- **Supervisor:** An employee assigned to a job that is authorized by the Superintendent to oversee and direct the work of assigned employees, and who is delegated authority to recommend and participate in hiring, promotions, rewards, layoff, discipline and discharge and other personnel actions. A supervisor may also be referred to as "management" or a "manager" in this manual.

- **Suspension:** A disciplinary action where the employee is relieved from duty without pay, in accordance with the discipline and predisciplinary conference policies specified in this manual.
- **Theft:** A basis for discipline that includes, but is not limited to the act of stealing, robbery, or larceny, that may include the theft of Board property, an employee, individual or other persons personal property, and/or Board hard copy and electronic files or data.
- **Transfer:** The reassignment of an employee from one position to another where there is no change in the employee's level of responsibility, classification or salary.
- **Unclassified Employee:** Positions that are lawfully exempt from the classified service which includes the Board's management positions as are specified in ORC 5126.22. Appointment and discharge of an employee in the unclassified service at the discretion of the Superintendent, in accordance with provisions specified in ORC 5126 and the employee's management contract.
- **Undue Hardship:** Significant difficulty or expense in, or resulting from, the provision of a proposed accommodation. The cost of the accommodation and the Board's financial resources are among a variety of factors that are considered when determining whether an undue hardship exists and an accommodation may be reasonably made.
- **Vendor:** A person or entity that solicits and sells products or services that the Board determines to be necessary for the support and provision of business operations, services and programs.
- **Violation of Any Board Policy:** A basis for discipline that includes but is not necessarily limited to violating or failure to follow any policy specified in this policy manual, any provision of the applicable labor or management contract or any other lawfully issued directive by the Superintendent or other lawful authority.
- **Work Day:** A day that the Board as a whole or its departments is open for business to provide services.
- **Work Rule:** A directive, consistent with policy and applicable labor and management contracts that clarifies expectations and guides the conduct and performance of Board employees.
- **Written Reprimand:** A disciplinary action that consists of a written statement discussed with the employee, and which is placed in the employee's personnel file that becomes part of the employee's work history.

## **Section 2**

# **Organizational Structure & Authority**



## **Organizational Authority**

- A.** Each Board position is established and funded to perform job duties and responsibilities that are fundamentally important to the services we provide to our community.
- B.** Positions are shown on a table of organization that reflects the Board's organizational structure, and the levels, reporting relationships and relative authority of positions. Regardless of positioning on the table of organization, or job classification, all jobs are important and valued.
- C.** The table of organization is subject to change based on business and staffing needs. Changes may include adding or abolishing positions, re-titling positions, reassigning reporting relationships, or reorganizing or re-establishing job duties and responsibilities. Changes that may occur will be implemented consistent with applicable laws and requirements, and current labor and management contract provisions.
- D.** Employees will be notified if the table of organization changes so they are aware of and understand the new structure.

## **Position Descriptions**

- A.** The Board has adopted position descriptions that list the essential duties, qualifications and other job requirements for each budgeted position. Positions with substantially similar essential job requirements are grouped under common job titles. Official job titles are used in all personnel and payroll matters.
- B.** Position descriptions provide guidance to employees regarding typical job requirements and expectations. However, the Board expects employees to work together as a team, and to assist one another as needed or requested to ensure the safety of others, accomplish the day-to-day workload and to best meet the needs of those who the Board serves. Therefore, each position description specifies that the employee is responsible for performing other duties as are reasonably and lawfully assigned.
- C.** Upon initial hire, when promoted, demoted or reassigned, or when a position description changes, the employee will be so notified and will be expected to review and become familiar with typical job responsibilities and the table of organization, prior to and as a condition of appointment. The employee will be required to review the position description and sign it to substantiate understanding of job responsibilities. A signed position description is to be returned to the Business Manager who will retain it in the employees personnel file.
- D.** Subject to available budget and business, service or operational need, the Board may create new positions or make changes to position descriptions. If a new job classification is created that could be part of the bargaining unit as defined in Article 2 of the current labor contract, the Superintendent will discuss the new classification with the authorized union representative and pay for the new job class will be negotiated. If the new classification is not part of the bargaining unit, the Superintendent will assign the classification into the Board's pay schedule, or will enter into a management contract with the position incumbent if the new classification is a management position.
- E.** An employee may request that the employee's position be reviewed for a change in job classification by submitting a written request to the Superintendent which documents added work assignments or responsibilities which the employee is performing and which the employee feels justifies the audit. The Superintendent will review the request, and using professionally accepted job analysis methods, decide whether the position description should be updated, and/or the employee reclassified. The employee will be notified, in writing, of the Superintendent's decision, and a copy shall be retained in the employee's personnel file.

### **Position Physical Demands**

- A.** Each position description includes the physical demands that are common to the job. These physical demands provide guidance to the Board when considering a reasonable accommodation, that doesn't create an undue hardship on the Board, if an employee has a physical disability that precludes the employee from performing one or more essential job duties.
- B.** Some employees are assigned to jobs that require an essential duty of lifting, carrying or moving individuals, including children and adults. If an employee is not physically able to perform this job duty due to a disability covered by the ADA, a reasonable accommodation will be considered. The employee will be provided an appropriate reasonable accommodation unless one is not available; or if available, it creates an undue hardship on the Board.
- C.** Employees are provided training in safe lifting methods to help avoid injury to the employee, as well as the person being lifted, carried or moved.
- D.** Employees who must lift children and adults on the job are required to dress appropriately for the job as is defined in the policy titled: "Dress and Hygiene Standards".

# MANAGEMENT RIGHTS

◆ POLICY 2.02 ◆

- A.** The Board reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of the applicable labor agreement as it pertains to bargaining unit employees. Management rights include, but are not necessarily limited to the following.
1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization or technology, and organizational structure, and to utilize personnel in a manner designed to effectively meet these purposes;
  2. To direct, supervise, evaluate or hire employees;
  3. To promulgate and enforce reasonable employment rules and regulations not in conflict with the applicable labor contract and to otherwise exercise the prerogatives of management;
  4. To manage and determine the location, type and number of physical facilities equipment, programs, and the work to be performed;
  5. To determine the size, composition, and duties of the work force, and the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
  6. To maintain and improve the efficiency and effectiveness of governmental operations;
  7. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  8. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  9. To determine the adequacy of the work force;
  10. To determine the overall mission of the Board as a unit of government;
  11. To effectively manage the work force;
  12. To take actions to carry out the mission of the Board as a governmental unit;
  13. To determine and implement temporary actions necessary in emergency situations;
  14. To require involuntary reassignments within the same classification, as necessary, giving consideration to the employee's desires and seniority.
- B.** The Governing Board maintains authority to delegate to the Superintendent any of these management rights for which it may lawfully delegate. Lawfully vested rights of the Superintendent include:
1. Administering the work of the Governing Board, subject to its rules and directives;
  2. Recommending to the Governing Board the changes necessary to increase the effectiveness of the programs and services offered pursuant to Chapters 3323. and 5126. of the Revised Code;
  3. Employing persons for all positions authorized by the Governing Board, approve contracts of employment for management employees that are for a term of one year or less, and approve personnel actions that involve employees in the classified civil service as may be necessary for the work of the Board;
  4. Approving compensation for employees within the limits set by the salary schedule and budget set by the Governing Board, and ensure that all employees and consultants are properly reimbursed for actual and necessary expenses incurred in the performance of official duties;

5. Providing consultation to public agencies as defined in division (C) of ORC section 102.01, including other county boards of developmental disabilities, and to persons, agencies, or organizations providing services supported by the Board;
  6. Authorizing the payment of Board obligations by the Lawrence County Auditor;
  7. Other responsibilities as lawfully delegated by the Governing Board.
- C. Nothing in this policy abridges the Bill of Rights of individuals served by the Board.

## **Section 3**

# **EQUAL OPPORTUNITY**



## Equal Opportunity Philosophy and Policy

- A. The Board provides equal employment opportunity for all employees and job applicants and complies with the all applicable state, federal and civil rights laws and requirements. Accordingly, the Board does not discriminate, nor base any personnel decision, with respect to a person's race, color, creed, religion, political affiliation, union membership or union activity, gender, sexual orientation, national origin, age, ancestry, military or veteran's status, genetic information, or qualified mental or physical disability.
- B. Decisions pertaining to training, compensation, benefits, recruitment, selection, promotion, layoff, transfer, discharge, discipline and all other personnel actions are made on the basis of merit and competency and other objective and non-discriminatory criteria specified on position descriptions and in these policies. The Board's equal opportunity philosophy extends beyond employment to social and recreational services sponsored or endorsed by the Board.
- C. Services or programs provided by the Board are administered in accordance with the spirit of equal opportunity and in accordance with the rights vested to individuals with disabilities. Accordingly, the Board operates each program or activity so that the program or activity, when viewed in its entirety, is accessible to individuals with a disability.
- D. The Board maintains an affirmative action plan in accordance with the requirements specified in ORC 5126.07, which describes the status, goals and strategies for providing equal employment opportunities for all applicants and employees.
- E. In accordance with its equal employment opportunity practices, the Board strives to provide a working environment that provides equal opportunity for persons with physical and mental disabilities. Accordingly, the Board provides reasonable accommodations to otherwise qualified applicants or employees for a physical or mental disability. However, accommodations are not made when the accommodation is unreasonable or if it would create an "undue hardship" on the Board.
- F. Sexual, racial and any other form of harassment in the workplace by an employee, vendor or other person is absolutely forbidden. The Board promptly investigates and appropriately addresses allegations of harassment. If an employee believes to be subjected to harassment contrary to this policy, the employee is required to file a complaint in accordance with the process specified in the policy titled "Workplace Harassment".
- G. The Board respects the rights of its employees to practice bona-fide religious beliefs, and will reasonably make efforts to accommodate when this policy conflicts with an employee's observance of their bona-fide religious practices. Accommodations may be made in so far as the accommodation does not create an undue hardship on the Board, create a safety issue, or interfere with the rights of other employees.
- H. The Board, in accordance with the Immigration Reform and Control Act, does not discriminate against any person lawfully entitled to work in the United States and/or intending to become a naturalized citizen, insofar as that person has completed a declaration stating that s/he intends to declare United States citizenship within 6 months of eligibility for naturalization.

## Compliance

- A. Responsibility for implementing and enforcing this policy is ultimately vested with the Superintendent; however the Business Manager serves as the Board's EEO Officer, who shall be responsible for monitoring and ensuring compliance with this policy. The EEO Officer is also responsible for appropriately addressing EEO complaints that may be filed by job applicants or non-bargaining unit employees, and for ensuring compliance with the EEO policy regarding any complaints that are filed by bargaining unit employees through the labor contract grievance procedure.

**B.** Each supervisor also shares a responsibility for consistently monitoring, following, and enforcing this equal employment opportunity policy in day-to-day practices, decisions and interactions. In addition, every employee is accountable for following the spirit and intent of these policies, and for promoting and supporting a working environment that is free from all illegal discrimination.

# **EEO COMPLAINT PROCEDURE**

◆ POLICY 3.02 ◆

## **Employee and Job Applicants**

- A.** If a job applicant, parent of a person served, or non-bargaining unit employee feels to have been discriminated against, that person may seek resolution by informally discussing the matter with the EEO Officer. If the matter isn't satisfactorily resolved, the job applicant, parent or non-bargaining unit employee may submit a formal complaint through the EEO complaint procedure. Bargaining unit employees may file an EEO complaint through the labor contract's grievance procedure.
- B.** This policy and the complaint procedure are posted on the Board's bulletin board in a public place. Job applicants are also advised of this equal employment opportunity policy on the job application form and job advertisements, and employees are advised of this policy through their review of this manual. The grievance procedure is available to bargaining unit employees through their review of the current labor contract.
- C.** No employee, job applicant or other person will be subjected to any form of retaliation including but not limited to intimidation, threats, coercion or retribution for filing an EEO or harassment complaint in good faith. In addition, the Board does not tolerate any form of retaliation against any person who testifies, brings witness, or otherwise participates in an investigation of a complaint. Employees are expected and required to fully cooperate during an EEO investigation.

## **Service Providers and Other Contractors**

- A.** Any person, agency or service provider who enters into a contract with the Board shall be required to act in a non-discriminatory manner with respect to the services provided under the contract, and in the management of its employment and business operations.
- B.** Should the Board become aware of a failure to do so, the Board may determine to terminate the contract.

## **Introduction**

- A. The Board does not discriminate against any employee or applicant who has a qualifying disability under the Americans with Disabilities Act. Accordingly, the Board will make a reasonable accommodation for an employee with an ADA disability, if a reasonable accommodation is available, and if it doesn't create an undue hardship on the Board.
- B. Absent information to the contrary, employees are generally presumed to be ready and fit-for-duty. The Board makes no assumption about a person's limitations and does not regard any history of illness or injury to constitute a disability. Therefore, it is primarily the employee's responsibility to notify the Board of a current need for accommodation. However, the Board reserves the right for the Superintendent or designee to broach the subject with an employee when a disability is obvious, and when it may be interfering with an employee's ability to effectively perform one or more essential job duties to expectations.
- C. Only the Superintendent has authority to approve or disapprove a requested accommodation.
- D. For the purpose of this policy, the term disability shall be limited to only those disabilities that are covered under the Americans with Disabilities Act. In general, an ADA disability is:
  - 1. a physical or mental impairment that substantially limits one or more of a person's major life activities, regardless whether the condition is mitigated through medications or other corrective measures;
  - 2. a record or history of such impairment; or
  - 3. the state of being regarded by others as having such impairment.
- E. Persons not covered by the ADA include, but are not limited to, persons who are current substance abusers, although persons who are undergoing rehabilitation or are not current substance abusers are protected under the ADA from discrimination on the basis of their history of substance abuse.

## **Submitting a Request for Accommodation**

- A. If an employee becomes physically or mentally unable to perform one or more essential job duties required of the employee's job, and except for the disability, is otherwise qualified to perform essential job duties, the employee may request a reasonable accommodation to assist in performing essential job duties, or to otherwise enjoy all the benefits and privileges of employment provided to all employees.
- B. Requests for an accommodation should be submitted in writing and include sufficient information needed to determine a reasonable accommodation, including the specific duties that need to be accommodated, an explanation of the nature of the disability, and suggested accommodation if known by the employee. If a request is not made in writing, the Superintendent will create a written record of the request to document it.
- C. Upon receipt of a request, the employee may be required to provide additional information so the Superintendent can determine the nature of the disability and needed accommodation, including but not limited to requiring that the employee to submit a signed doctor's certification. Any additional information requested will be limited to only the information which is necessary and related to the request for accommodation.

## **Considering the Request for Accommodation**

- A. When considering an accommodation, the Superintendent will initially determine whether the disability is covered under the Americans with Disabilities Act. If the claimed disability is not covered, the Board has no obligation to make an accommodation.

- B. If the disability is determined to be covered under the Americans with Disabilities Act, the Superintendent and employee will normally engage in an informational, interactive process to discuss and determine the accommodation needs and restrictions. Factors considered include, but are not limited to, whether an accommodation is necessary to assist the employee in performing essential job duties [or otherwise to enjoy the benefits and privileges of employment], what accommodation would be effective, whether the accommodation is reasonable, and whether the accommodation would create an undue hardship on the Board.
- C. The employee may be required to submit to a medical exam by the employee's own attending physician, at the employee's own cost, to provide medical certification that attests to the disability and need for accommodation. The employee may also be required to submit a medical examination from a medical provider selected by the Superintendent. The cost of the second opinion medical examination will be paid for by the Board.
- D. The Superintendent may inquire, from the physician, additional information over and above that provided on the medical certification when information provided is insufficient for substantiating the existence of the disability, or the need or type of accommodation. Information requested may include information pertaining to the diagnosis and prognosis, the type and extent of job restrictions, and type of accommodations needed.
- E. Based on the medical certifications provided and other relevant facts and circumstances, the Superintendent will determine whether or not a reasonable accommodation can be provided that does not create an undue hardship on the Board.

### **Employee Cooperation**

- A. Upon making a request for an accommodation, or if the Superintendent determines a need for an accommodation for an obvious medical or mental condition, the employee is expected and required to fully cooperate by providing information requested.
- B. An accommodation may be denied when the employee fails to authorize release of, or provide requested medical information or other documentation, fails to submit to a required examination, or fails to cooperate with a request for information which is needed to assess the employee's disability and accommodation request.
- C. Although an employee's preference or doctor's recommendation for a specific type of accommodation is considered, the decision regarding the appropriate reasonable accommodation that does not constitute an undue hardship, or whether to accommodate, is made solely by the Superintendent.
- D. If an accommodation is not made, the decision will be documented; including nature of the disability, information and accommodations considered, potential undue hardship on the Board, and other rationale as to why an accommodation was not appropriate to provide.
- E. In the event that a request for an accommodation is denied, a non-bargaining unit employee may, at his option file a grievance through the Complaint Procedure for reconsideration. A bargaining unit employee may file a grievance through the grievance procedures specified in Article 22 of the current labor contract.

### **Confidentiality of Medical Information**

- A. An employee's medical records and condition, and circumstances surrounding the need for an accommodation are confidential, and will be shared with others only on a business need-to-know basis. Accordingly, requests made by other employees surrounding the accommodation shall be responded to generally, without divulging confidential information, and with respect to the employee's privacy.

- B.** Physician statements and other medical information collected during the process of determining a reasonable accommodation are retained in the medical record files, separate from the employee's personnel file.

**Disability Separation**

- A.** As a condition of employment, an employee is required to perform all essential duties to the expected performance and conduct standards, either with or without a reasonable accommodation. Should no accommodation be available or approved, the employee may take any available but unused sick leave, compensatory time or vacation leave during the period of medical absence.
- B.** After all available paid leave is exhausted; an employee may request approval to take a disability leave to allow time for recovery from a medical condition, in accordance with the terms and conditions of the Disability Leave policy. Disability leave may be requested for up to 6 months. All time spent on paid and unpaid leave for the same medical condition shall count toward the 6 month limit. In addition, Family and Medical Leave runs concurrently with all paid and unpaid leave taken for the employee's medical condition. Time taken on disability leave constitutes a reasonable accommodation.
- C.** If the medical prognosis indicates that the employee is unable to return back to work after available approved leave has been exhausted, the employee may be voluntarily or involuntarily disability separated from employment.

## Section 4

# EMPLOYEE SELECTION



## **Hiring Authority**

- A.** The Superintendent maintains sole authority to hire or disqualify job applicants from employment. Supervisors will typically participate in the hiring process and may recommend the most qualified and suitable applicant.
- B.** During the hiring process, and any time during the course of employment, no supervisor or other person is authorized to enter into a verbal contract of employment with the applicant or employee, and shall make no statement which promises or guarantees employment or any benefit of employment, other than to those persons applying for bargaining unit jobs, whose pay, terms, conditions, and benefits of employment are contractually negotiated for the duration of the labor contract.

## **Vacancies**

- A.** The Superintendent retains authority to determine if a vacancy is to be filled, or if it will remain temporarily or indefinitely vacant, or if the position will be abolished or changed.
- B.** When a vacancy is to be filled, the Superintendent will post a vacancy notice on the bulletin boards where employee notices are usually posted for a minimum of three working days (Vacant jobs covered by the labor contract are posted for a minimum of ten working days)
- C.** Simultaneously with, or following the job internal job posting period, the Superintendent may recruit job applicants from the external labor market. The applicant recruitment process used for one vacancy does not constitute a past practice for methods used to fill subsequent vacancies.
- D.** Should a qualified employee wish to apply for the vacancy, the employee is required to submit a written application to the Superintendent, within the posting period. The application should include the employee's relevant education and experience for the position to be filled and other information which specifies the employee's suitability for the job. Employees don't have to complete a job application as long as a current completed and signed application is retained in the employee's personnel file.
- D.** Using the hiring process and selection criteria specified in this policy, the Superintendent will select the most qualified and suitable applicant to fill the vacancy, regardless whether the applicant was recruited from the outside labor market or from within the current workforce.

## **Postings and Job Recruitment Advertisements**

- A.** The internal posting notice will contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired (e.g. education, experience, license/certifications and other qualifications), name and classification of immediate supervisor, location of reporting and working, and the deadline and place of application.
- B.** External job advertisements include information that is contained in the internal job posting, but excludes the name of the position's supervisor. Both the internal job posting and external job advertisements include an EEO statement that informs applicants of the Board's equal employment opportunity philosophy.
- C.** The Superintendent is not obligated to consider a notice of interest or employment application submitted past the posted deadline, or submitted contrary to instructions or requirements.

## **Applications and Resumes**

- A. An employment application is to be completed and signed by outside applicants who are applying for a vacancy. The application form must be completed with the requested information, signed, dated and timely submitted in accordance with the process specified in the job advertisement. Although resumes may be accepted, a resume doesn't replace submission of a completed application form by outside applicants.
- B. Unsolicited information contained on resumes or application forms that indicate an applicant's race, color, religion, gender, national origin, age, disability, marital status, children, memberships, sexual orientation, gender identification, or any other non-job related personal information or characteristics of the applicant or the applicant's family is not considered during the selection process, nor used in any manner to unlawfully discriminate.

## **Other Requested Information**

- A. In addition to information requested in the employee's notice of interest or in the application form, internal and external applicants may be required to submit additional information or documentation needed for the Superintendent to make an informed and appropriate hiring decision. Failure to timely and fully provide the information requested may result in disqualification from further consideration.

## **Initial Screening**

- A. The Superintendent or designee will review and screen employment applications received from external applicants and notices submitted by internal applicants, and will select the applicants for a job interview based upon the applicant's education, experience, licenses or certifications, work history and other job-related information that indicates an applicant's qualifications and suitability for the job.
- B. The number of applicants selected for a job interview is determined on a case-by-case basis in consideration of the number and quality of the applicants and other relevant factors. The number selected for interview during any selection process does not create a precedent or past practice.
- C. As part of this screening process, apparently qualified and suitable external applicants may be required to submit to a telephone interview to further assess and screen the applicant.
- D. When telephone interviews are conducted, they are conducted for all persons selected as top external applicants as identified through assessment of the application forms and resumes in the prior during the initial screening. Internal job candidates are not required to submit to a telephone screening interview.

## **Job Interviews**

- A. The Superintendent (and/or supervisor as applicable) will select only the most qualified and suitable candidates to participate in one or more job interviews. The number of candidates selected for interview is determined on a case-by-case basis.
- B. With prior approval of the employee's supervisor, an employee will be relieved from duty with pay during the workday to participate in a job interview. If the employee can't reasonably be relieved from duty during the workday, the interview will be scheduled outside of the employee's work hours. Time spent on a job interview after the employee's work scheduled hours is not considered compensable time.

## **Job References, Criminal Background Checks, Drug Tests, and Driving Record Checks**

- A. The Board checks the professional references of external job applicants who were given a job interview. Reference checks for internal applicants normally are not made.

- B.** Following a conditional offer of employment, the Board will conduct a criminal background check, drug test, and driving record check (if driving is an essential job duty) on the selected job candidate. Criminal background checks are conducted in accordance with the processes specified in ORC 5123.081.
- C.** In the event that reference check reveals information that disqualifies an external applicant, the applicant will be disqualified from further consideration. Likewise, if the conditionally hired employee does not successfully pass the drug test, criminal background or a required driving history check, the conditional offer will be rescinded.

### **Applicant Qualification and Disqualification**

- A.** Current employees are assessed during the selection process on the same basis as other applicants considered from the external labor market. In addition however, the employee's record of employment with the Board is also relevant and considered which may include performance evaluations, disciplinary record, and other appropriate qualifying or disqualifying criteria known to the Board.
- B.** The Board considers the following criteria when screening and selecting job applicants:
- relevant education and experience, including possession of a required license or certification
  - ability to perform the work, including the knowledge, skills and abilities necessary to effectively and proficiently perform the essential duties
  - suitability of the employee's work record with the Board, including records of attendance (unapproved absences) and discipline;
  - testing results.
- C.** An internal or external applicant will be disqualified if the applicant:
- doesn't sufficiently satisfy the selection criteria specified in paragraph B of this section;
  - fails to timely submit an application or notice of interest in accordance with the job posting or job advertisement, or fails to timely or sufficiently submit any additionally requested job related information;
  - has made a false statement, committed or attempted to commit a fraudulent act at any time during the selection process, or has falsified or excluded information of material fact on the application form, resume or notice of interest;
  - fails a post-offer driving record check for jobs requiring an employee to drive on the job;
  - is disqualified for any other reasonable and lawful grounds.
- D.** In addition to other disqualifying criteria specified in this policy, an external applicant will be disqualified if the applicant:
- fails a post-offer drug test;
  - fails a post-offer criminal background check;
  - receives an unfavorable job reference check;
  - failed to provide authorization for the conduct of a criminal background check, conditional offer drug test, driving record check, or job reference check (except in the case of a reference check of the applicant's current employer);
  - has a spotty or unstable work record including a record of job hopping, or unexplained or unsuitable periods of unemployment between jobs; or
  - fails to provide documentation to substantiate identity or authorization to work in the United States as is required by Immigration Reform and Control Regulations.

- E. The Board selects the best qualified and suitable applicant, whether recruited internally or from the external labor market. In the event that 2 or more internal applicants are equal, and all external candidates have been disqualified, then the most senior qualified applicant will be selected.
- F. Based on the qualifying and disqualifying criteria specified in this policy, an internal or external job applicant may be disqualified during any step of the hiring process without further consideration.
- G. If after hire, it is found that an employee provided false or incomplete information upon which the hiring decision was made in whole or in part, the employee will be subject to appropriate disciplinary action, up to and including discharge from employment. If an applicant is selected for the position, and it is subsequently discovered that any of the above specified disqualifying criteria apply, the employee may be discharged.
- H. An application for rehire submitted by a former Board employee will be considered only if the former employee's work record substantiates eligibility for rehire.

### **External Job Applicant Authorizations**

- A. During the hiring process, each external applicant will be required to give authorization for the Board to conduct job reference checks from former employers [current employer excluded], a criminal background check, driver's license check (for jobs that require driving on the job), and a drug test as a condition of employment.
- B. Failure to provide authorization as required will result in the applicant being disqualified from further consideration.

### **Conditional Offers of Employment**

- A. When the Superintendent makes a hiring decision of the final job candidate, a written conditional offer will be made to the selected applicant. The offer will be conditioned upon:
  - 1. the employee accepting the terms, conditions, rate of pay, and benefits;
  - 2. receipt of acceptable documentation demonstrating identity and employment eligibility and otherwise fulfilling of Immigration Reform and Control Act requirements [new hires only];
  - 3. submission of proof of possession of a current license, registration or certification required for the job;
  - 6. successfully passing a post-offer drug test [new hires only];
  - 7. receipt of an acceptable criminal background check. An unacceptable background check is when the check reveals facts about an the conditional employee's criminal background that:
    - conflicts with that person's ability to perform job duties of the position for which the person was hired;
    - interferes with the safety or well-being of the public or other employees, or could reasonably be construed to be a potential risk to any person or property;
    - presents a conflict of interest to the Board or the employee's job, or any other ethical conflict;
    - impacts negatively on the Board's reputation;
    - interferes with the ability of the Board to perform its mission;
    - conflicts with any policy, work rule, labor contract article [as applicable to bargaining unit employees];
    - conflicts with the standards set forth by law.

8. passing a tuberculin test [new hires only];
  9. receipt of an acceptable driving history check [new hires only who would drive on the job as an essential job duty];
  10. providing proof of a motor vehicle operator's license, and proof of private automobile insurance coverage in at least the amount specified by Ohio law [for jobs that require driving as an essential job duty]; providing proof of eligibility for coverage under the Board automobile insurance coverage. [new hires only, and only for jobs that require driving on the job as an essential job duty].
  11. receipt of confirmation of the conditionally hired candidate's educational level and degree earned if required for the job.
  12. the availability of a needed reasonable ADA accommodation that does not create an undue hardship on the Board.
- B.** The written conditional offer will include relevant information such as the effective date of appointment to the position, the beginning job title and starting hourly rate or bi-weekly salary, and a reminder that the letter of appointment and policies contained in this manual does not constitute a contract of employment.
- C.** An offer of employment will be rescinded when the conditionally hired employee does not accept the terms, conditions, rates of pay or benefits of employment, fails any of the conditions of employment, or when the Board subsequently discovers that any of the disqualifying standards set forth in this policy apply.
- D.** When the position sought requires special license or certificate, each conditional employee must submit the license or certificate at the time of application. Temporary certificates are accepted, but with the express written agreement by the employee that all required conditions will be accomplished, and the certification or license awarded within a specified time frame established by the Superintendent. Failure to meet the terms of the agreement shall result in the employee being discharged from employment.

### **ADA Accommodations**

- A.** The Board does not discriminate against any applicant who, because of an ADA disability, cannot participate in all or parts of the selection process. Accordingly, an applicant with an ADA disability may request a reasonable accommodation to assist the applicant in completing selection procedures on an equal basis with applicants who do not have a disability.
- B.** Accommodations are to be considered and approved by the Superintendent.
- C.** The Board does not make accommodations which are unreasonable or which would be an undue hardship on the Board.

### **Application Form Retention**

- A.** Job applications are retained for a period of 2 years, and remain active and eligible for further consideration for a period of 1 year following submission.

## **MANAGEMENT VACANCIES**

◆ POLICY 4.02 ◆

- A.** If a Superintendent or Management position becomes vacant, the Board [i.e., either the Superintendent or the Governing Board as applicable] shall first consider entering into an agreement with another county board of DD for the purpose filling the vacancy with a shared employee. However, if it is determined that this is impractical, or there are no significant efficiencies of sharing an employee, the Board may choose to fill the position in accordance with the law and the selection policies specified in this policy manual.
- B.** The Board shall record and document that first consideration was given to the sharing of employees.
- C.** In the event that the Board determines that a sharing arrangement is practical, efficient and cost effective, the employee considered for hire will be subject to each of the hiring procedures and standards specified in this manual, including background checks, drug testing and all other hiring procedures and standards expected of other employees.
- D.** Employment with the Lawrence County Developmental Disabilities and the board, in which a sharing arrangement is agreed, shall be distinct and separate from each other. Therefore, in the event that the employee is selected for hire with the Lawrence County Developmental Disabilities, the employee will be required to work under and comply with its HR policies, operational policies, compensation structure, and its benefits and other terms and conditions of employment as are negotiated in an employment contract between the Board and employee. In addition, the employee will be expected to meet the performance and conduct standards of employment with the Board, regardless of the terms, conditions, and standards of employment of the board from which the employee is shared.
- E.** The provisions of this policy apply only to vacancies that occur within management positions or a Superintendent position. Therefore, the requirement to first consider sharing of employees does not apply to any other positions, however, the Board may enter into sharing arrangements with other boards at its discretion.
- F.** Nothing in this policy shall be construed to require or obligate the Governing Board or Superintendent to enter into a sharing agreement with another Board of DD.

## Reference Checks of Final Candidates

- A. Each applicant, who is recruited externally and selected as one of the final candidates for employment, is subject to a reference check so to evaluate the employee's work record with former employers.
- B. Each applicant, selected for a job interview, is required to sign an authorization for the Board to conduct job reference from former employers that the applicant specifically authorizes, which reference check will be conducted in the event that the applicant is selected as one of the final candidates. The authorization shall specify the former employers that the applicant authorizes to give a job reference, and those that the applicant does not authorize the Board to contact.
- C. Upon request, the Board will provide a copy of the signed authorization to the employer from whom a reference is requested.
- D. If an applicant does not give authorization to conduct a reference check from one or more former employers, the Superintendent may inquire from the applicant the reason, and will consider the response as part of the hiring decision.

## Responding to a Reference Check Request

- A. An employer may request a job reference from the Board regarding a job applicant who is a former or current Board employee.
- B. If you receive an inquiry from an employer regarding the work record of a former or current employee, the requesting party is to be referred to the Superintendent or Business Manager without providing any information to the person requesting the information. Only the Superintendent or Business Manager is authorized to give job references, although supervisors may provide input into the reference when requested.
- C. Job reference information that is requested without receipt of authorization from the job applicant, will normally be limited to only:
  - verification of the dates of the employee's employment,
  - classification title,
  - rate of pay upon separation, and
  - reason for separation from Board service.
  - appropriate response to a public records request from the employer.
- D. Following receipt of signed authorization from the job applicant for the Board to provide a job reference, the Superintendent or Business Manager may provide factual and documentable information regarding the applicant's work performance and work history with the Board. The signed authorization will normally be provided by the prospective employer, although a signed authorization may also be received from the former employee.
- E. No recommendation to hire, or not to hire a current or former employee is to be given, but rather that decision is to be left to the employer requesting the information based on the information it gathers through its own selection processes.

- A.** The Board complies with requirements specified by the Immigration Reform and Control Act, and therefore does not knowingly hire, recruit or continue employment of any person who cannot document identity and/or eligibility to work in the United States.
- B.** In accordance with the Act's requirements, the Business Manager will verify both the identity and employment eligibility of each conditionally hired employee, and will maintain a record keeping system that retains I-9 forms and documents compliance.
- C.** Each conditionally hired employee is required, on the first day of work, to complete the biographical information in the employee's section of the I-9 form. The conditional employee will be asked to attest that he is eligible for employment in the United States, and has presented authentic documentation of identity and employment eligibility by placing an "x" in the appropriate box in Part 1 of the form. The conditional employee will be asked to sign Part 1 of the form, and then submit it, with the required supporting documentation, to the Business Manager for review and verification. Only the documents listed on the back of the I-9 form are accepted as proof of identity and eligibility to work in the United States.
- D.** Upon receipt, the Business Manager will physically examine the documentation presented, and then will complete the remaining portions of the I-9 form.
- E.** If the conditional employee is unable to produce the required document(s) within three days of the date of hire, the employee will be required to produce, a receipt that substantiates that the conditional employee has applied for the documents. The conditional employee will then be required to produce the required document(s) within twenty-one days after the date of hire.
- F.** Should an employee be rehired within one year of the date of separation, the employee's original I-9 form and supporting documentation may be used for the purpose of complying with this Act.
- G.** The completed I-9 form and copies of supporting documentation are retained in a file, separate from the employee's personnel file, for at least a period of three years after the effective date of hire, or for one year from the date of the employee's separation from service, whichever is later.
- H.** The completed and signed I-9 form and copies of supporting documentation are confidential records and shall not be used for any purpose or provided to any agency or person other than for the purpose of complying with the requirements of the Immigration Reform and Control Act.
- I.** Failure of a conditionally hired employee to provide appropriate documentation or otherwise comply with the requirements of the Immigration Reform and Control Act will result in the offer of employment being rescinded.

## Employment of Family Members

- A. No employee shall occupy a position in which the employee:
- a. directly supervises a family member;
  - b. could make or influence decisions in favor of, or against another member of that person's immediate family;
  - c. could make or influence decisions which might be disadvantageous for the Board or its programs, or which otherwise create a conflict of interest, or an appearance of a conflict of interest; or
  - d. be involved in, or influence situations that could result in unfair preferential or adverse treatment of other employees, individuals, and/or the public.
- B. If two employees marry, who work at the same job site, the Superintendent may reassign either employee to a different job site. No employee will be reassigned if reassignment would result in reduction in pay or position; or otherwise conflict with a classified employee's civil service rights, or a bargaining unit employee's rights under the current labor contract.
- C. If an employee was assigned or appointed, prior to the formal adoption of these policies, or if reassignment would conflict with an employee's civil service or labor contract rights, the employee will not be reassigned for the purposes specified in this policy. However, these employees remain accountable for performing job duties and conducting themselves at work in a professional and competent manner, consistent with the provisions specified in this policy, as well as other applicable policies. When family members work together as allowed for under this paragraph, the employees are required to recuse themselves from any situation or decision that involves a family member which could potentially show favoritism to the family member, or which otherwise could present an actual conflict of interest, or the appearance of such.

## Persons Disqualified From Employment

- A. In accordance with ORC 5126.0221, the following persons are disqualified from employment by the Board except as provided for in division (C) of ORC [5126.033](#).
1. An employee of an agency contracting with the Board;
  2. An immediate family member of an employee of an agency contracting with the Board unless the Governing Board adopt a resolution authorizing the immediate family member's employment with the Board or the employment is consistent with a policy adopted by the Governing Board establishing parameters for such employment and the policy is consistent with Chapter 102. and sections [2921.42](#) and [2921.43](#) of the Revised Code;
  3. The spouse, son, or daughter of a Lawrence County Commissioner;
  4. A person, who is employed by, has an ownership interest in, performs or provides administrative duties for, or is a member of the governing board of an entity that provides specialized services, regardless of whether the entity contracts with the Board to provide specialized services.

## **Section 5**

# **TERMS OF APPOINTMENT**



## Employee Appointments

- A. Each employee is assigned to a full-time, part-time, 9-month, temporary, seasonal or intermittent position.
- **Full-time:** an employee who is normally scheduled to work 12 months each year; or more than 200 days annually, and is scheduled to work between 32 and 40 hours per week.
  - **Part-time:** an employee who is normally scheduled to work 12 months each year and less than 32 hours per week.
  - **9-Month:** an employee who works a full or part-time time schedule but for only 9 months out of the year, or less than 200 days annually.
  - **Temporary:** an employee who works on a temporary basis, the duration of which is established by the Superintendent, normally not to exceed 120 days. A temporary appointment may be made to fulfill a temporary workload need, or to temporarily fill a vacancy due to the incumbent's sickness, disability, or leave of absence. A temporary appointment, longer than 120 days, may be made, if approved by the Superintendent. A temporary employee may work either a full or part-time work schedule, as set by the Superintendent, for the duration of the appointment.  

The duration and terms of a temporary appointment is to be documented, in writing, to ensure common understanding of the temporary nature of the appointment but with the further understanding that the appointment may be cancelled prior to its anticipated end date if there is no longer a need for the temporary appointment, or if the employee fails to perform the job to expectations.
  - **Intermittent:** an employee who works an irregular schedule, determined by the fluctuating demands of the work, and which hours are generally not predictable. An intermittent employee may not work more than 1,000 hours within a 12 month period.
  - **Substitute:** An employee who is called in as needed to fill in for an absent employee.

## Independent Contractors

- A. The Board may hire a person or firm hired to perform a specific service under the terms and conditions of a written contractual agreement and set period of time.
- B. Independent contractors are not employees of the Board and must meet the tests and standards of independent contractor as set forth by the IRS and Department of Labor. Accordingly, independent contractors are responsible for deducting and paying their own payroll and other taxes, and are not provided any benefits or protections of employment except as may be negotiated in the employment contract

## Employment Categories per 5126 ORC

- A. The Board categorizes employees per the standards and requirements set forth in ORC 5126. These employees are categorized as either: a Service, Professional or Management employee. [See Definitions]. Examples of job titles typical to these categories are listed in section 5126.22 of the ORC.
- B. Should the Board intend to establish a position that is not specifically listed in 5122.26 ORC and that position requires direct service, or supervising employees who directly provide services or instruction to individuals with developmental disabilities, the Superintendent, shall submit to the Director of ODDD a written position description, with a request that the position be designated as Management, Professional or Service.

### **Classified and Unclassified Service**

- A. Non-bargaining unit employees are grouped according to whether they are in the classified or unclassified civil service. Classified employees are provided civil service benefits and protection as provided for by the ORC, but are prohibited from participating in specified political activity. Unclassified employees do not have these civil service protections, but can participate in partisan political activity. Although management employees are unclassified, they can be disciplined or discharged only for cause pursuant to ORC 5126.21 (B).
- B. Temporary and intermittent employees serve in the unclassified service. Unclassified employees can be discharged at will, and with or without cause or prior notice.

### **Management Contract Employees Per ORC 5126**

- A. Each employee who is designated as Management under ORC 5126 holds a limited contract of less than one year and not more than five years. The Superintendent maintains authority to approve one year management contracts, and the Board of DD maintains authority to approve any management contract over 1 year.
- B. During the term of a management contract, a management employee's salary may be increased if approved, but will not be reduced unless the reduction is part a uniform plan that affects all employees.
- C. All management employees receive benefits including sick leave, holidays, vacation and other benefits as is established for other Board employees.

### **Bargaining & Non-Bargaining Unit Employees**

- A. Employees are also categorized as members of the certified bargaining unit, or are non-bargaining unit employees.
- B. The pay, terms, conditions and benefits of bargaining unit employees are specified in the current negotiated labor contract. Per the current contract, jobs included in the bargaining unit include the following positions:

#### **Bargaining Unit Employees Assigned to "Professional" Jobs**

- Early Intervention Specialist
- School Age Instructor
- Adaptive PE Instructor
- Preschool Instructor
- Preschool Itinerant
- Preschool Psychologist
- Speech and Language Pathologist

#### **Bargaining Unit Employees Assigned to "Non-Professional" Jobs**

- Cook
  - Custodian
  - Instructional Aide
  - Receptionist
  - Secretary II
- C. Non-Bargaining unit employees include all other employees, including:
    - Superintendent
    - Executive Assistant
    - Secretary III
    - Nurse
    - Principal
    - Early Childhood Director
    - Early Childhood Program Director

- Service and Support Administrator
- Investigative Agent
- Communications and Resource Development Director
- IT Specialist
- Business Manager
- Fiscal Specialist

### **Overtime Exempt and Non-Exempt Employees**

- A.** All employees are either exempt or non-exempt from eligibility to earn overtime. Exempt employees are salaried, which include those employees who under overtime regulations meet tests as an administrative, executive, professional or computer professional employee. Exempt employees are paid on a salaried basis, and are not paid overtime for time worked over 40 hours in a workweek. Non-exempt employees are paid hourly and receive overtime pay or compensatory time for time worked over 40 hours in the work period [See Overtime].
- B.** Non-exempt employees are eligible for payment or compensatory time at the time and one-half rate for all hours worked over 40 hours in the specified 7 day work period. (See Overtime).

### **Notification of Appointment Status**

- A.** All employees will be advised of their appointment statuses at the time of hire, and thereafter if the employee's appointment status changes.
- B.** In accordance with ORC requirements, when the Board gives a conditional employment offer letter to a new employee who is to be assigned to an unclassified position, the notification will include a description of the nature of employment in the unclassified civil service.
- C.** Additionally, no later than 30 days after the date of hire, each newly hired employee will be provided written information describing the duties of the position (typically in the form of a job description).
- D.** Failure of the Board to comply with the notification requirements specified in paragraphs B and C of this section shall not confer any additional rights upon the employee to any appellate body with jurisdiction over an appeal of the employee.

# **PROBATIONARY PERIODS**

◆ POLICY 5.02 ◆

## **Classified Employees**

- A. Each newly hired classified employee is required to serve a one-year probationary period, beginning with the date of original appointment.
- B. Lengths of probationary periods are calculated depending on the appointment status of the employee.
  - **Full-time:** 365 consecutive calendar days, beginning with the date of original appointment.
  - **Part-time who regularly work a portion of a five-day week:** 365 consecutive calendar days, beginning with the date of original appointment.
  - **Part-time who work less than a five-day week:** 2000 hours calculated as time actually worked.
- C. An employee, who transfers to a position that is of the same classification, does not have to serve a probationary period.

## **Promotions During a New Hire Probationary Period**

- A. A classified employee serving in a new hire probationary period is not eligible to apply or be considered for appointment to a promotional position. The probationary employee may choose to resign from his or her current position to be considered for appointment to the promotional position, along with all other job candidates.
- B. If chosen to fill the promotional vacancy, the employee will serve in a new hire probationary period. Time spent in the prior position does not count toward completion of the probationary period for the promotional position.
- C. If the employee is not appointed to the promotional position, the employee has no right to reinstatement back into the position from which the employee resigned.

## **Promotional Probationary Periods**

- A. Each promoted classified employee will serve a 6-month probationary period beginning on the date of appointment to the promotional position.
  - **Full-time:** 180 consecutive calendar days, beginning with the date of original appointment.
  - **Part-time who regularly work a portion of a five-day week:** 180 consecutive calendar days, beginning with the date of original appointment.
  - **Part-time who work less than a five-day week:** 1000 hours calculated as time actually worked.

## **Time on Unpaid Leave or Temporary Employment**

- A. Time spent on approved unpaid leave does not count toward completion of a new hire or promotional probationary period. Likewise, an employee's period of service in a temporary position does not count as a part of the probationary period if the employee is subsequently appointed to a permanent position following the temporary appointment.

## **Evaluations During Probationary Periods**

- A. During a new hire or probationary period, the supervisor has responsibility for observing and evaluating the employee's job performance, conduct and capability. Likewise, the employee is encouraged to bring problems and questions to his supervisor to seek direction as necessary.

- B. The first half of the probationary period is an initial orientation and training period; consequently, newly hired and promoted employees will be evaluated halfway through the probationary period. The second half of the probationary period provides the employee opportunity to demonstrate capability to perform the job to expected performance and conduct standards.
- C. Newly hired and promoted employees are evaluated by their supervisor within 10 days prior to the completion of their probationary period. The supervisor will reflect on the performance evaluation the employee's job performance, conduct and capability, and will recommend to the Superintendent whether or not the employee should be retained following probation.
- D. Newly hired classified employee may be separated at any time during the probationary period, with or without cause and prior notice. Employees who are discharged during their probationary period do not have the right to appeal the discharge to the SPBR.
- E. Any time during the course of the promotional probationary period, a newly promoted classified employee, who does not meet job performance standards, will be reduced back to the position and pay from which the employee was promoted from. The action of reducing a promoted employee back to the position from which he was promoted from [for job performance reasons] shall not be considered disciplinary action or disqualify the employee from consideration for later advancement. Notwithstanding the foregoing, a classified employee who is serving a promotional probationary period, may be discharged or otherwise disciplined at any time for job conduct and policy infractions, without right to return to the job held prior, when the reason for discharge or discipline is unrelated to the employee's capability to perform the job duties to which the employee was promoted.

### **Unclassified Employees**

- A. Unclassified employees do not serve in a structured probationary period, and may be discharged or reduced at will, any time during employment. Accordingly, unclassified employees do not have the right to appeal to the SPBR.

### **Bargaining Unit Employees**

- A. Bargaining unit employees serve a probationary period the lengths and terms of which are specified in Article 16 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## **LICENSES AND CERTIFICATIONS**

◆ POLICY 5.03 ◆

- A.** Licensed and certified employees are required to comply with certification and license requirements of the State of Ohio, the Ohio Department of Developmental Disabilities and/or Department of Education as applicable.
- B.** Each position description specifies the required educational, experience and training requirements, as well as the license or certification that is required to perform the job. In accordance with O.R.C. 5126.25, only properly certified employees shall be assigned to perform the duties which are required by the State of Ohio to be performed by certified personnel. Therefore, no employee shall receive compensation if the employee does not hold the certificate or license required for the position, except however, the Superintendent may employ and the Board shall compensate an employee for up to 30 working days pending the issuance of an initial certificate.
- C.** Each employee is personally responsible for taking and paying for the continuing education training and coursework required to maintain his/her certification, registration or license. Likewise, payment of any fee that is required to obtain or renew a license, registration or certification is the employee's responsibility, unless otherwise approved by the Superintendent in writing.
- D.** An employee, assigned to a position that requires an educational degree, license or certificate, will have his/her qualifications verified at the time of conditional employment. Should that person not possess the required degree, license or certificate, the offer of conditional hire will be rescinded.
- E.** An employee who has a required license, registration or certification revoked or not renewed will be discharged from employment for just cause.
- F.** If an employee has a change in education level, or obtains a new job related license, registration or certification status, the employee is responsible for so notifying the Superintendent. The Superintendent will consider the change and value to the Board, and will determine if the change results in a change in the employee's pay level in accordance with the Board's pay philosophy and policy.

## LIMITED CONTRACTS

◆ POLICY 5.04 ◆

- A.** Employees appointed to a management or professional position shall be offered a limited contract which shall define the employee's terms, conditions, compensation, and benefits of employment with the Board. Management and professional employees shall receive benefits of employment that include sick leave, vacation, holiday pay, and such other benefits that are established and adopted by the Governing Board. Sections 124.38 ORC pertaining to sick leave, and 325.19 ORC pertaining to county paid holidays and vacation do not apply to management and professional employees although the Governing Board may choose to follow these provisions as applicable to management and professional employees.
- B.** The duration of a limited contract shall normally be for at least one year, but shall not exceed five years. The Superintendent maintains authority to approve limited contracts of one year [or less when an employee is hired after the beginning of the program year], while the Governing Board is solely authorized to approve limited contracts that exceed one year.
- C.** The Superintendent shall notify all management and professional employees of their salary, no later than thirty days before the first day of the new contract year. During the term of a limited contract, the management and professional employee's salary may be increased, but shall not be reduced, except when the salary is reduced as part of a uniform plan that affects all employees of the Board.
- D.** The limited contract shall specify that the management and professional employee may be removed, suspended, or demoted for cause, pursuant to section 5126.23 ORC and provisions specified in this manual.
- E.** Limited contracts may be renewed or not renewed at the option of the Superintendent. The management and professional employee shall receive notice of the Superintendent's intention not to rehire at least 90 days prior to the expiration of the contract.

## **Section 6**

# **WORK SCHEDULES & ASSIGNMENTS**



## Work Schedules

- A. Normal work schedules are established by the Administration for their respective programs and departments, subject to the approval of the Superintendent. Different jobs and different departments may require different work scheduling needs. Therefore, a work schedule in one job or department does not set a precedent for another job or department.
- B. You may be required to work outside of your normal work schedule as needed to accomplish your business, service or workload needs. Reassignment to another work schedule may be for a temporary or indefinite period.
- C. Working outside of normal work hours by a non-exempt employee is not permitted, except with prior approval of the employee's supervisor, or the Superintendent [see Overtime]. Exempt employees are paid on a salaried basis, and may work outside of work hours without approval.

## Meal and Break Periods

- A. You are provided a paid 30 minute meal period when working a full work shift, the scheduling of which is subject to approval by the employee's supervisor. Although meal breaks are typically duty free, both exempt and non-exempt employees may be required to work through a meal period or to reschedule the meal period to fulfill job responsibilities.
- B. Some non-exempt employees are required, as part of their regular job duties, to provide meal assistance or supervision to persons served during their meal break. These employees are paid for this time, and are permitted to take a 30 minute unpaid meal period that is free from any interruption to a call to work.
- C. You may take one formal 15 minute paid work break during the course of the scheduled workday but are expected to return to work promptly at the conclusion of the break.
- D. Meal periods and work breaks may not be combined, and meal or work breaks may not be taken to abut the end or beginning of the workday.
- E. Although breaks and meal periods are normally provided, they are not a right, and therefore, you may be expected to work without any break or meal period if necessary to complete job duties, or upon request of your supervisor.

## Recording Time Worked

- A. Each non-exempt employee is required to record the actual times that the employee starts and ends the workday. Employees are not required to record time taken for the 15 minute work break and half hour lunch period since such time is paid.
- B. Each employee shall record their own time only. Recording the time of another employee or falsifying hours or times worked is a serious offense, and is strictly prohibited.
- C. Recording time worked is to be done daily, and are to be continually kept current to ensure accurate recording of times. Accuracy is extremely important, therefore, recording time worked only at the end of a pay period or estimating times is prohibited.
- D. At the conclusion of each pay period, the employee shall attest that all time recorded is completely accurate and that the record depicts days and times actually worked. Upon acknowledging accuracy, the employee shall submit the record of time worked to the employee's supervisor for review and approval. Time records can be signed in handwriting or electronically in accordance with the manner in which the time record is completed. Supervisors bear responsibility for closely monitoring time records and ensuring that days and times recorded are accurate to the supervisor's best knowledge, prior to approving.
- E. Exempt employees must record only the total time worked each workday.

# **ATTENDANCE AND PUNCTUALITY**

◆ POLICY 6.02 ◆

## **Introduction**

- A.** By accepting employment with the Board, you are expected to meet performance and conduct standards. Dependable attendance is one of the primary standards to which all employees must adhere, and one which can ultimately determine an employee's continuation on the job.
- B.** The Board considers regular, predictable on-time attendance an essential job function. Absenteeism and tardiness impairs the Board's ability to provide quality services and care, affects program continuity, negatively impacts budgets, and affects the work of coworkers who are asked to cover for the absent employee. Therefore, regular and punctual attendance is expected of each employee as a condition of initial and continued employment.
- C.** Supervisors are expected to ensure compliance with this attendance and punctuality policy and monitor absences, tardiness, patterns of excessive use, frequent one day unexplained absences, or other signs of abuse.

## **Absences and Tardiness**

- A.** There will be occasions when you may not be able to come to work because of illness, injury, weather emergencies or other occasions specified in this manual. Leaves are provided for such instances up to a prescribed limit, and in accordance with the leave's terms and conditions.
- B.** You are to request leaves and report absences from work for vacations, sick leave, or other reasons in accordance with notification and approval requirements specified in the applicable policy. Taking leave without notification and approval, or abuse of any paid or unpaid leave, in any form or manner, is strictly prohibited.
- C.** You are responsible for arriving to work at your scheduled starting time. If you report to work after your scheduled starting time, you will be considered tardy unless prior approval to arrive late has been received from your supervisor.
- D.** Tardiness on a regular basis or as a pattern of tardiness is not acceptable. Likewise absence from work on a regular basis a pattern of absence, frequent unexplained one day absences, and other signs of abuse is not acceptable.
- E.** When tardy, a non-exempt employee is not paid for the time that the employee was late, and may be subject to appropriate disciplinary action. Exempt employees are not subject to a reduction in salary for time late, since the salary covers all hours worked, however an exempt employee may be subject to disciplinary action when the employee arrives late or leaves early for unapproved reasons.

## **Section 7**

# **RECORDS ADMINISTRATION**



## Records Administration

- A. An official personnel file is created and maintained for each employee.
- B. A personnel file includes, but is not limited to:
  - a. the employee's name, address, landline and/or cell phone number and other personal contact information;
  - b. emergency contact information;
  - c. completed and signed benefit forms;
  - d. new hire records including application form, resume, background check record, drug test results, job reference records;
  - e. authorizations to conduct background, reference and drug tests;
  - f. signed Orientation Checklist;
  - g. signed position description;
  - h. signed Policy Review and Understanding form;
  - i. signed Acknowledgment & Receipt of Auditor of State Fraud Reporting System Information;
  - j. signed Agreement to Abide by Drug & Alcohol Policies;
  - k. signed Release of Public Records Understanding and Acknowledgment;
  - l. retirement system enrollment records;
  - m. copies of required licenses, certifications or registrations;
  - n. training records;
  - o. employment records including disciplinary actions, records of promotion, leaves and other personnel actions; and
  - p. other records pertaining to the employee's employment with the Board.
- C. The Business Manager retains employee personnel files, and is responsible for the security and administration of personnel files. The Business Manager also retains other employee files, such as those containing employee medical records, I-9 forms and related documentation, and other confidential records.
- D. Personnel files are kept current. Therefore, you are to advise the Business Manager of any change of information retained in your file, such as your name, home address, marital status, telephone number, citizenship, claimed tax exemptions, birth or death in immediate family that affects insurance coverage, change in life insurance beneficiary or dependents for group medical insurance, and person to be notified in case of emergency.

## Other Personal Information

- A. Medical information, Workers' Compensation claim records, I-9 forms and documentation, and wage and hour information are retained in separate files. You may review these files by submitting the request under the processes specified below in this policy.

## Disciplinary and Complaint Records

- A. Records of discipline are not placed into an employee's personnel file before it is reviewed by the employee, and before a copy of the discipline record is provided to the employee.
- B. Letters, records or information from outside anonymous complaints or comments are not retained in an employee's personnel file, and are not a matter of record.

### **Access to Records**

- A.** Routine access to personnel files, medical records and I-9 form file is permitted only to Business Manager and the Superintendent. Other management may also access these files upon approval and when there is a legitimate business need.
- B.** You may ask to inspect your own personnel and other files by submitting a request to the Business Manager. The review will be scheduled during normal office hours, not later than 48 hours after the request is made (excluding weekends and holidays).
- C.** The Business Manager will remain present with you when you review your personnel file to monitor and ensure the security of the records and to answer questions. A bargaining union employee may have a union representative accompany the employee to review the file, if the employee requests the representative's presence as provided for in Article 15 of the current labor contract.
- D.** While reviewing your file, you are not permitted to remove the records or documents from the personnel office, but are permitted to receive copies and to attach letters of explanation to documents when you believe that an explanation is necessary. The inclusion of defamatory explanations or scurrilous attacks upon any employee, management or any other person is not permitted.
- E.** Upon request, you will be provided one copy of any or all records contained in your personnel file, at no cost to you. Additional copies can be provided, but at your own cost, at the copy cost established for a public records request.

### **Public Records Requests**

- A.** When a public records request is made to review or receive copies of documents retained in an employee's personnel file, the person making the request is to make the request in accordance with the terms specified in the policy specified in this manual.
- B.** Employee social security numbers and other lawfully confidential information contained in the personnel file will be redacted before releasing the record.
- C.** You will be notified if someone has requested public record information from your personnel file, within 48 hours of the request if possible. However, the release of public records will not be unnecessarily delayed if you are reasonably unavailable to be notified of the request.
- D.** Nothing herein shall prevent the dissemination of impersonal statistical information for the purpose of government reporting or other regulatory mandate or survey.

## **Introduction**

- A. The Board has a philosophy of openness and transparency regarding lawfully public records, and therefore complies with the provisions and rights specified in the Ohio Public Records Act.
- B. Many records that the Board creates and retains are public records. Conversely, however, some records are confidential and exempt from public record. This policy provides general guidelines for understanding and complying with the Public Records Act.
- C. Access, duplication, dissemination and destruction of personnel records procedures will comply with the Ohio Revised Code 149.43, Ohio Department of Developmental Disabilities Rule 5123:2-1-02, the Public Records Act, other applicable laws and regulations, and the rules promulgated by the Lawrence County Records Retention Commission.

## **Definition of a Public Record**

- A. The Ohio Revised Code defines a “record” as any document, including, but not limited to paper, electronic and other formats that are created, received or come under the jurisdiction of a public office, and which documents the organization, function, policies, decisions, procedures, operations or other activities of the Board.
- B. All records maintained by the Board are considered to be public records unless the records are specifically exempt from disclosure under the Ohio Revised Code. In general, exemption to public records access is to be construed in the narrowest sense.

## **Processing a Public Records Request**

- A. If someone asks to view or receive a Board record, you are required to promptly refer the matter to any of the following:
  - Superintendent;
  - Business Manager;
  - Business/Operations Manager.
- B. No other employee is permitted to process or release a public record.
- C. The person processing the request will determine whether the requested record is a public record, or if it is lawfully exempted from the public records law. If the record is a public record, the record will be made available in accordance with the processes specified in this policy. Questions regarding whether a record is public or confidential are to be referred to the County Prosecutor before releasing or declining the release of a record or information.

## **Content of the Request**

- A. No specific form or language is required to make a public records request, and the request cannot be required to be submitted in writing. Additionally, the requester may not be required to provide his or her identity, or the intended use of the public record.
- B. Notwithstanding, the requester may be asked to voluntarily submit the request in writing, reveal the requester’s identity or the intended use of the record if this information would benefit the requester by enhancing the ability to identify, locate or deliver the public information sought. However, when asking for this information, it shall be made clear that a written request, disclosure of identity or intended use is not required.
- C. If it remains unclear what record is being sought, further clarification may be requested, including informing the requester of the records and manner in which the Board retains information.

- D.** Requests may be validly submitted via e-mail, US postal mail, telephone, personally, verbally, in writing or in any other means of communication. The record will be provided to the requester in the medium requested, provided it is retained via that medium through the Board's normal business practices.

### **Documenting the Request**

- A.** Requests are to be documented by recording and retaining the following information:
- the date and time that the request was received;
  - the name of the employee who originally received the request, and the name of the authorized employee processing the request;
  - the specific records sought to be inspected or copied;
  - the medium requested such as physical inspection, paper, e-mail, fax or computer disk;
  - whether the record is to be picked up by the requesting party, mailed to a mailing address provided by the requesting party, or e-mailed to an e-mail address provided by the requesting party.

### **Processing the Request**

- A.** Copies of public records are to be provided, or the record made available for inspection within a reasonable period of time. The terms "prompt" and "reasonable" are to be applied by taking into account the volume of records requested; the proximity where the records are stored; and the necessity for any legal review of the records requested.
- B.** Public records are to be made available at the Board's office during normal business hours, with the exception of official holidays or other times when the Board is officially closed.
- C.** Processing a request will not be unnecessarily delayed because an authorized person is unavailable to process the request within a reasonable timeframe. Should such person be on vacation leave, or any other extended period of absence, another authorized person shall be designated to process the request so that the information can be made available within a reasonable timeframe.
- D.** If the requesting party intends to physically inspect original copies of the public records, the authorized person processing the request will remain with the requesting party during the inspection to maintain security of the files, and to answer questions. The requester is not permitted to personally make copies of the original public records provided during the inspection, but may request that the authorized Board representative make copies.
- E.** The requester may elect to obtain a copy of the public record duplicated onto paper, or if the record is maintained electronically, through e-mail, computer disk, or other electronic medium. If the record is not maintained electronically as part of the Board's normal business operations, the Board is not obligated to provide it via this medium, but will offer to copy and provide the record on paper, or to scan it so that it can be made available in pdf.

### **Cost**

- A.** Hard copies are charged at the Board's actual cost, and the actual cost of postage and mailing supplies. The Board does not charge for the administrative time needed to research for the record, make the copies or otherwise processing the request. The Board requires the requester to pay in advance.
- B.** The Board does not charge for records that are e-mailed.

### **Record Retention and Organization**

- A.** The Board shall maintain its records, in an organized manner, that facilitates good business practice, and in a manner that helps to make records readily available for inspection and copying.

### **Payroll and Employment Records**

- A. Requests for payroll and employment records are to be referred to the Lawrence County Auditor. However, if a payroll, employment or other record is retained by the Board, the record will be made available by the Board in accordance with the process specified in this policy.

### **Denying a Public Records Request and Redacting Information**

- A. A public records request may be denied when a record is specified as confidential and exempted from the public records law.
- B. No request will be arbitrarily withheld or delayed due to failure or unwillingness of the requesting party to provide information not required to appropriately fulfill the request. However, if a requester makes an ambiguous or overly broad public records request or has difficulty making a public records request which causes the inability to identify what public records are being requested, then the request may be denied.
- C. When information contained in an otherwise public record is exempt from the public records law, the authorized employee processing the request will be responsible for redacting or otherwise completely obscuring the confidential information, prior to releasing the record. The remaining portions of the record shall be provided in accordance with this policy and the public records law.
- D. When a redaction is made, the requester is to be informed that a portion of the file has been redacted; or it shall be made evident, within the document or electronic file, that a portion of the record has been redacted.
- E. When a record has been redacted, either in whole or in part, or when a records request has been denied, an explanation will be provided to the requester, including the legal citation. The explanation shall be made in writing if the request was made in writing, and may be made verbally if the record was requested verbally. The verbal explanation shall be documented with the date and the content of the explanation provided.

### **E-mail**

- A. Documents in e-mail format are public records when their content relates to Board business. Therefore, e-mail is to be treated in the same fashion as records in other formats and should be retained in accordance with the records retention schedule.
- B. If an employee's private e-mail is used for Board business, the e-mail may be subject to disclosure under the Public Records Act. Therefore, you are required to retain e-mails generated through a private account that relate to Board business. Prior to deleting a business e-mail from your personal e-mail account, you are to forward it to your Board e-mail account so it can be retained and made available as a public record.

### **Posting and Acknowledgements**

- A. This policy is posted in a public and conspicuous place, and will be reviewed by all employees who will sign a Release of Public Records Understanding and Agreement form.
- B. Persons authorized to process public record requests will attend training, approved by the Ohio Attorney General, as is required under section 149.43 of the ORC which provides guidance in applying the public records act, and in developing and updating the Board's public records policy.

### **Waiver**

- A. The provisions of this policy may be waived when a request to inspect or obtain copies of records is made by another governmental agency or a court order.

## Section 8

# STAFF TRAINING & DEVELOPMENT



B.

# **NEW EMPLOYEE ORIENTATION**

◆ POLICY 8.01 ◆

- A.** Each new hire, on the first day of work, will be required to report to the Business Manager who will facilitate the completion of payroll, benefit, retirement, insurance acceptances or waivers, I-9 and other employment forms. Verification of employment eligibility and identity will be made in accordance with the requirements of the Immigration Reform and Control Act.
- B.** The employee's supervisor and other designated personnel will also participate in new employee orientation by following items on the orientation checklist. Items may be addressed and completed in any order. The Orientation Checklist is to be initialed and dated by the new employee and the supervisor [or other designated employee] after covering the item, to document that the item was reviewed and is understood.
- C.** As part of the initial orientation process, the Business Manager will provide to the new employee a copy of this policy manual for review. After reviewing the manual, and understanding of its contents, the employee will be requested to sign the "Policy Review and Understanding" form. The employee will also be requested to review the employee's position description, and to document understanding by the employee's signature on the description. The employee is encouraged to direct any questions to management regarding any policy or job description requirement prior to acknowledging understanding by the employee's signature.
- D.** Bargaining unit employees will also be required to review the current labor contract to ensure understanding of the contract's provisions, and the negotiated terms, conditions and benefits of employment. They will also be required to review this manual and sign a Policy Review and Understanding form. Questions regarding the labor contract and the work rules in this manual may be addressed to the Business Manager, Superintendent or the union representative.
- E.** Each new employee will be required to sign other acknowledgement and authorization forms including:
  - a.** Acknowledgment & Receipt of Auditor of State Fraud Reporting System Information;
  - b.** Agreement to Abide by Drug & Alcohol Policies;
  - c.** Medical Insurance Waiver [if employee elects to waive medical insurance];
  - d.** Written notice of the maximum effect upon which employment with the Board and participation in PERS or STRS will have on the employee's social security benefits.
  - e.** Confidentiality Statement
  - f.** other new hire forms as required by the Board.
- F.** The signed new hire forms and documents are retained in the employee's personnel file for the duration of employment, and for a period after in accordance with the records retention schedule established by the Lawrence County Records Commission.
- G.** Regardless of the amount and type of orientation and training provided to the new employee, the employee is solely responsible and accountable for learning and performing all essential duties to the required performance standards, and for following all policies specified in this manual, as well as labor contract provisions as are specified for bargaining unit employees.
- H.** Newly hired employees are encouraged to ask questions to ensure understanding of expectations, before acting, when unsure about any policy, work method, expected job performance standards or conduct, or any other matter that requires clarification. Acknowledging understanding by the employee's signature on the various forms required is a condition of continued employment. Should the new employee refuse to sign a required form that acknowledges understanding, the offer of employment will be rescinded.

## **Introduction**

- A. Each employee has responsibility to perform job duties and responsibilities to expected performance standards. The Board supports employees by providing training from time to time. However, regardless of the amount and type of training provided to an employee, if any, the employee is solely responsible for performing all essential job duties to required performance standards.
- B. Employees may, of their own volition, independently pursue courses of study or training, but may not obligate the Board to pay expenses or compensation without advanced, written permission.
- C. Upon initial employment with the Board, and at the employee's own cost, an employee is responsible for possessing or obtaining the training, courses and certifications required for entry into the position.

## **Orientation Training**

- A. Newly hired employees receive orientation beginning on the first day of work as specified in the policy titled "New Employee Orientation."

## **On-the-Job Training**

- A. All employees learn on-the-job, as well as possibly through formal training or education provided by the Board. Accordingly, as part of the employee's training, an employee may be assigned to work alongside a more experienced employee to mentor and provide direction, train and otherwise support the employee in learning to effectively perform job responsibilities.

## **Staff Meetings**

- A. Regular staff meetings are conducted with each division or department to share and discuss information relevant to each employee's job and services provided.
- B. Minutes of each staff meeting are submitted and filed with the department.

## **Training Requests**

- A. During the course of employment, an employee may submit a request for training to be paid by the Board. The request shall be submitted at least 5 workdays prior to the training on the "Training Request Form", which shall include a copy of the function's agenda, scheduling and cost, and explanation as to how the training relates to the employee's job and Board needs. The employee shall sign the request and submit it to the Superintendent for consideration.
- B. The Superintendent will review the request and either approve or deny it with consideration to the training budget, relevance of the training to the employee's job, Board needs, employee workload, impact on services and staffing, the employee's length of service with the Board, and other constraints and factors.

## **Required Training**

- A. During the course of employment, employees may be required to attend in-service and other trainings that are offered by the Board, with examples as follows. Employees:
  - a. are required to attend and participate in CPR and First Aid trainings, and to maintain CPR/First Aid certification as a condition of employment;
  - b. receive training on the use of universal precautions;
  - c. receive training in recognizing and reporting on abuse and neglect as is applicable to the employee's job;
  - d. must participate in any of the in-service or other trainings required by the Board.

## **Training Expenses**

- A. Employees may be required to attend and participate in training programs, courses, workshops, and seminars that require travel within, or outside of Lawrence County. When an employee is approved for training, expenses incurred will be paid by the Board. The Board will pay the registration fees, and the employee may submit other associated expenses if any, such as mileage, lodging, and meals by submitting a request for reimbursement in accordance with the expense policy specified in this manual.

## **Compensable and Non-Compensable Time**

- A. Time spent participating in a training program or course may or may not be compensable time depending on the following general guidelines.
  - a. Exempt employees are paid on a salaried basis which covers all hours worked. Therefore, exempt employees are not compensated additionally for time spent in training programs, regardless whether the training occurs during normal work hours or after.
  - b. Training participated in by non-exempt employees, that occurs during regular working hours, constitutes work time and the employee is compensated at the employee's regular hourly rate for all hours spent training.
  - c. After-hours training may be compensable for non-exempt employees; however employees are required to request prior permission for any training that they seek compensation. Time spent in training is *not* compensable if all of the following conditions apply.
    - 1. Attendance is entirely outside of the employee's normal working hours;
    - 2. Attendance is completely voluntary on the employee's part;
    - 3. Training is not directly related to the employee's current job; and
    - 4. The employee does not do any productive work which benefits the Board during the training.
- B. Time spent participating in courses and trainings needed to obtain or maintain State or Federal mandated certifications and licenses are non-compensable time.

## **Professional Leave**

- A. An employee may be approved for professional leave to allow time for the employee's professional development which is of value to the Board and the services it provides, and which gives employees specialized training and information without loss of pay.
- B. If you are approved to participate in professional development training, you may be requested to submit a report or give a presentation concerning the program content so to be able to share your learning experience with your coworkers.
- C. Employees requesting leave to travel outside the State of Ohio must have Governing Board approval prior to the date(s) of the event. Leave requests must be approved by the Superintendent through regular channels at least five workdays in advance of the Governing Board meeting which the out-of-state travel request is to be considered.
- D. Scheduled employee development days included on the Board calendar do not count as time spent on professional leave. If an employees is required to attend a professional development event, the employee will be paid the employee's regular rate of pay (or overtime rate, if applicable) as specified in this policy.
- E. Expenses incurred by the employee, including mileage, will be reimbursed by the Board in accordance with expense reimbursement policy specified in this manual.

## **Training Records**

- A. Records that reflect training programs participated in by each employee are retained in each employee's personnel file.

## **Introduction**

- A. Each employee has an obligation to perform job responsibilities to performance and conduct standards so to provide the best quality and dependable services to persons we serve. Accordingly, performance evaluations are conducted in accordance with the processes specified in this policy for various constructive purposes, including communicating job expectations and for discussing and reinforcing what the employee is doing well, as well as areas where the employee may need to improve.
- B. Evaluations establish a formal process for encouraging open communications between the employee and supervisor, and for encouraging exploration of the employee's professional interests and career goals, and how they may mesh with the Board's needs. Evaluations also provide a tool for constructively establishing goals and strategies that can encourage continued learning and professional development, and for achieving strategic objectives important to Board needs and accomplishment of its mission.
- C. Completed evaluations are retained in the employee's personnel file, and are considered for making pay and promotional decisions, documenting disciplinary actions based on performance, and other personnel actions and decisions.

## **Evaluation Form**

- A. Evaluations are documented on the Board's official performance evaluation form that includes various criteria relevant to an employee's job duties, responsibilities and expectations. Some criteria are common to all jobs, while other criteria are related to the duties and responsibilities specified in the employee's job description. The evaluation applies uniform standards and expectations for all employees assigned to the same classification.
- B. In addition to criteria common to all employees, management evaluations also include criteria related to various management duties and responsibilities the employee is expected to perform.

## **Evaluation Periods**

- A. Each employee is evaluated annually on or about the employee's anniversary date of employment. New employees are evaluated midway through and near the end of the probationary period.
- B. Special evaluations may be given at any time, as recommended by the employee's supervisor, and authorized by the Superintendent.

## **Interim Reviews**

- A. During the course of the evaluation period, the supervisor will periodically informally review current performance levels and status of goals with the employee, and provide guidance as needed.
- B. Interim reviews are informal so they are not conducted by completing the performance evaluation form; however the supervisor may create and retain notes of the interim reviews to serve as guidance and reminders when completing the form at the end of the evaluation period.

## **Completing the Form**

- A. The evaluation form is completed by the employee's supervisor, which is then reviewed and considered for approval by the Superintendent. If an employee has been reassigned to a new supervisor within the evaluation period, the present and former supervisor will cooperate in completing the evaluation.
- B. In general, the evaluation form is to be accurately and objectively completed with consideration to the employee's job performance exhibited during the entire evaluation period. Ratings should be supported by documentation when feasible.
- C. Evaluation criterion that was not applicable during the evaluation period is not considered as part of an evaluation, and is documented by marking the criteria as "n/a".

- D. When completing the form, the supervisor should refer to the employee's position description, written records and notes kept by the supervisor over the evaluation period to remind the supervisor of areas of good performance that occurred during the evaluation period, and areas for improvement, goals, the employee's professional interests and other relevant information
- E. As part of the evaluation process, one or more goals may be set for an employee when a goal is determined to be appropriate. Goals are not required, but should be established when a goal is relevant to the employee's job performance, professional development, or accomplishment of Board goals and needs. Although goals are typically set during the annual performance evaluation process, they can also be established at any time during the evaluation period, with progress on the goal evaluated as part of the normal evaluation process, or through a special evaluation.
- F. Goals are generally categorized as either strategic, professional developmental or performance.

- a. **Performance Goals:** All employees are expected to at least be proficient on all performance criteria. A performance goal is established in each instance when the employee is given a rating that indicates that the employee's performance is less than expected on any criterion. Although the employee may offer input into strategies for addressing the job performance problem, the supervisor, in collaboration with and approval by the Superintendent, maintains authority to establish performance goals and strategies and timeframes for achieving the goal.

The employee who is given a performance goal will be evaluated at the conclusion of the succeeding evaluation period on the progress made, and results accomplished toward the performance goal.

In no case will a performance goal be given as a substitute for a disciplinary action when discipline is most appropriate for addressing the issue.

- b. **Professional Developmental Goals:** An employee may express interest in upgrading performance to a higher level if the employee has been currently rated as proficient or above. Professional developmental goals are normally voluntary on the part of the employee; however the supervisor may coach or encourage an employee to work to a higher level when the employee demonstrates the capability to work at a higher level than proficient.

The supervisor and employee typically work collaboratively on an employee's professional developmental goals and strategies, however the Superintendent retains authority for final approval on any strategy that involves use of the Board's, budget, resources and time.

An employee is not normally eligible to participate in a professional developmental goal when the employee's job performance on the most current evaluation has been rated as below proficiency on any of performance criteria. Rather, the employee will be required to first focus work efforts and results on achieving at least proficiency on all criteria.

The employee will be evaluated at the conclusion of the evaluation period on the progress made, and results accomplished toward the professional developmental goal.

- c. **Strategic Goals:** Strategic goals typically align with strategic objectives important for accomplishing special projects or program activities related to achieving the Board's mission. They are typically reserved for management employees. Strategic goals should normally be set collaboratively with the employee so to provide opportunity for input and common understanding. Strategic goals and strategies are subject to approval of the Superintendent.

The management employee is to be evaluated at the conclusion of the evaluation period on the progress made and results accomplished toward the strategic goal.

### **The Evaluation Review Meeting**

- A. Performance evaluations are to be reviewed and approved by the Superintendent, prior to the supervisor reviewing it with the employee. The supervisor will schedule a meeting with the employee to constructively review and discuss the employee's performance evaluation, including establishment of goals and strategies, if any.
- B. The review should focus on both the areas that the employee performs well, areas for improvement, if any, and establishment of goals as applicable.
- C. The employee is encouraged to participate in the review and ask questions or make comments.

### **Approvals and Acknowledgements**

- A. Following the evaluation review meeting, the employee will be requested to acknowledge the opportunity to review and discuss the evaluation with the supervisor, by signing in the appropriate space. Signing the form does not necessarily represent agreement with the evaluation, but an acknowledgment of its review with the employee.
- B. If an employee refuses to sign the evaluation form, a witness and the supervisor shall so note and sign the form.
- C. Refusal to sign the evaluation form does not relieve the employee from performing job duties to the prescribed standards.
- D. The employee may add comments or rating disagreement in the space provided, but is not permitted to change any rating, cross out or revise comments, or make any other change to the completed evaluation form.

### **Reconsiderations**

- A. Evaluations are not subject to review in the complaint procedure specified in this manual, or in the grievance procedure in the current labor contract as is applicable to bargaining unit employees.
- B. However, an employee may ask that performance ratings or comments be reconsidered by submitting a written request to the Superintendent. The request should specify the rating[s] which the employee believes to be inaccurate, and justification.
- C. The Superintendent will review the request and will collect additional information from the supervisor and employee as needed to make an informed decision. The Superintendent maintains authority to either confirm the original rating or to change it, which decision is final.

### **Retention of Form**

- A. Completed and signed evaluations are retained indefinitely in the employee's personnel file.

## Section 9

# WORKPLACE ETHICS



# ETHICAL CONDUCT

◆ POLICY 9.01 ◆

- A.** Each employee is responsible for serving the public in an honest, ethical, effective, and friendly manner, and is expected to maintain the highest possible ethical and moral standards. These standards of conduct are adopted to:
- protect and preserve the public’s trust in the Board;
  - promote the integrity of the Board and government in general;
  - ensure impartiality of services provided and treatment of persons served;
  - avoid actual conflicts, or the appearance of conflicts between public duties and private concerns, and other conflicts of interests.
- B.** Both on and off the job, you are expected to conduct yourself within the laws of the State of Ohio and the United States, follow Board policies and directives, and follow the various regulations established by the Governing Board and other jurisdictional entities. You are additionally expected to conduct yourself at all times within the guidelines set forth in this policy and Ohio Ethics law.
- C.** Each new employee shall be provided a copy of ORC Chapter 102 within 15 days of hire, and shall be required to acknowledge receipt and understanding, in writing. Additionally, employees will be given follow-up training on ethical standards and practices as scheduled by the Superintendent.
- D.** Ethical standards are summarized as follows. No employee shall:
1. engage in conduct that in any manner discredits or calls into question the operations, ethical standards or reputation of the Board;
  2. engage in any activity that is illegal or offensive to other employees or general public;
  3. use the employee’s position with the Board for personal gain, or engage in any business, interest or transaction, either directly or indirectly, that conflicts with the proper discharge of duties;
  4. have a financial interest in companies that do business with the Board;
  5. have a personal, sexual, exploitive or other interest that conflicts with the proper discharge of duties;
  6. accept any valuable gifts, whether in the form of services, loan, gift, item, or promise from any person, firm, or organization that has an interest, directly or indirectly, in any manner whatsoever, in business dealings with the Board; or accept any gift, favor, or item of value that may tend to influence the employee in discharge of duties with the Board; or accept gifts from individuals or families of individuals, when the gift has more than a negligible value;
  7. use Board property, equipment or supplies for personal use, or on behalf of any entity, person, or purpose, other than for the Board in official discharge of duties;
  8. hire an individual for private work or services;
  9. purchase personal possessions of individuals or their families, or sell or attempt to sell the employee’s personal possessions to individuals or their families;
  10. without proper legal authorization, disclose confidential or proprietary information about the property, business, operations, or affairs of the Board;
  11. use any confidential or proprietary information about the Board to advance the financial or other private interest of himself or others;
  12. grant, in the discharge of duties, any improper favor, service, or item of value;
  13. accept from any contractor or supplier, doing business with the Board, any material or service for the private use of the employee;

- 14.** engage in employment, or accept private employment with, or render services for a private employer, when that employment or service is incompatible with the proper discharge of the employee's independent judgment or action in the performance of his official duties.
- 15.** use the authority or position as a Board employee to influence the hiring of a family member.
- E.** Use of profanity or otherwise abusive, threatening or profane language toward, or in hearing distance of, an individual or the individual's family member, coworker, Governing Board member, general public or any job contact is prohibited.

**Questions**

- A.** If you have any doubt about the applicability of this policy to a particular situation, you are to contact the Superintendent, prior to engaging in the activity or situation in question. If the Superintendent is in doubt, the Superintendent may confer with the Lawrence County Prosecutor.

## Ohio Reporting Law

- A. The Board makes every effort to obey all State, Federal and local laws and requirements. Any violation would be strictly unintentional. Therefore, employees are encouraged to report any violations in accordance with the provisions of this policy, so the Superintendent may have opportunity to investigate and correct any violation of law which is found to be substantiated.
- B. No employee will be subject to any form of discipline or retaliation for making a report in accordance with the provisions of this policy, provided the employee has made a reasonable and good faith effort to determine the accuracy of the information reported. Likewise, no retaliatory or disciplinary action will be taken against an employee for making an inquiry, or taking other reasonable and lawful action needed to ensure the accuracy of a perceived violation, and as long as the employee's inquiry or action complies with this policy.
- C. If an employee reports a violation and fails to make a good faith effort to substantiate the allegation, the employee may be subject to appropriate disciplinary action for reporting information without a reasonable basis for doing so.
- D. If an employee reasonably believes and can reasonably substantiate that the Board is in violation of ORC 3704, 3734, 6109m or 6111 that is a criminal offense, the Board or any Board employee has the authority to correct the employee is encouraged to notify the Superintendent or other persons as provided in this policy.
- E. To report a violation, the employee must first gather information to substantiate it, and then present the information to the Superintendent in a verbal report. The employee must follow this verbal notification with a written report submitted to the Superintendent; or, if the employee chooses, the written report may be submitted instead of the verbal notification. Whether it is verbal or written, the report must fully identify and describe the violation.
- F. Within 24 hours after receipt of the verbal or written report, whichever is presented earlier, the Superintendent will decide the validity of the alleged violation, and, if appropriate, he will either correct the violation or make a reasonable and good faith effort to correct it.
- G. When an employee files a report, the Superintendent will notify the employee, in writing, of efforts made to correct the violation, or of the determination that no violation has occurred. The employee will be notified within 24 hours after the verbal or written report was received or by the close of business on the next regular business day following the day on which the verbal or written report was received, whichever is later.
- H. If a substantiated violation is not corrected, or the Superintendent does not make a reasonable and good faith effort to correct the violation within the specified time frames, the employee may file a written report to the Lawrence County Prosecutor, a peace officer, or any other appropriate public official or agency that has regulatory authority over the Board or its services.
- I. If an employee becomes aware of any criminal violation by Board or other Lawrence County agency regarding environmental laws about air pollution control, solid waste disposal, safe drinking water, and water pollution control, as specified in ORC 3704, 3734, 6109, and 6111, the employee may submit a written report directly to any public official or agency that has regulatory authority over Lawrence County or its services, without first notifying the responsible official.

- J.** If an employee becomes aware of a violation by a coworker of any State or Federal law, or ordinance or regulation of a political subdivision, or any Board rule or policy, and the employee reasonably believes that the violation is a criminal offense that is:
1. likely to cause an imminent risk of physical harm to any person;
  2. a hazard to the public health or safety;
  3. a felony; or
  4. an improper solicitation for a contribution,

the employee must verbally notify the Superintendent of the alleged violation and then file with the Superintendent a written report that provides sufficient detail to identify and describe the violation.

### **Fraud Reporting**

- A.** If an employee reasonably suspects fraudulent activity, including misuse or misappropriation of public money within the Board, the employee may report the suspected violation to the Superintendent or other responsible Lawrence County official, or may anonymously report the activity to the Auditor of State's office by calling the toll-free number 1-866-372-8364 or by accessing the State's web site at <http://www.auditor.state.oh.us>.
- B.** All new hire employees are required to sign an acknowledgement form confirming that they have been made aware of the Ohio Fraud Reporting System maintained by the Ohio Auditor of State's office in accordance with applicable state law.
- C.** An employee using this reporting mechanism, in good faith, is protected under the whistleblower provisions in Section 124.341 of the Ohio Revised Code. However, an employee is subject to disciplinary action, including suspension or removal, for purposely, knowingly, or recklessly reporting false information.

## **Individual Rights**

- A.** Each individual has the right to:
  - 1. be treated by employees with courtesy and respect at all times and with full recognition of the individual's dignity and individuality;
  - 2. have access to opportunities that enables development of the individual's full human potential
  - 3. be treated equally as citizens under the law;
  - 4. be free from emotional, psychological and physical abuse; and
  - 5. be free from unnecessary chemical and physical restraints.
- B.** You are expected to protect and provide these rights to our individuals, at all times and are required to comply with the procedures for Behavior Management Intervention as adopted by the Board.
- C.** You are required to promptly report any suspected abuse or neglect of an individual's rights, which you observe or reasonably suspect, to your supervisor. You are expected to cooperate during any abuse or neglect investigations, and to provide truthful and complete information regarding the matter as you know it.

## **Specific Prohibited Conduct**

- A.** No employee shall subject an individual to physical, verbal or psychological and emotional abuse, including subjecting the individual to any procedure that causes physical, visual, and/or auditory pain.
- B.** Attacks on personal dignity, such as foul language, name calling, shouting and other types of verbal abuse is also forbidden. Actions such as threats or the use of objects that are frightening to an individual, whether founded or unfounded, constitute psychological and/or emotional abuse and are forbidden.
- C.** No employee shall subject an individual to sexual abuse or take advantage of him or her by procuring sexual favors either during work hours or non-working hours.

## **Personal Relationships**

- A.** At no time shall an employee betray the trust relationship that exists between the employee and the individual.
- B.** Relationships, outside the school/work environment, require caution when they involve social contacts, financial dealings or any other activities which could in reality, or have the appearance of taking advantage of the trust the individual has in the employee.
- B.** In no event shall an employee date or have any form of intimate relationship with an individual.
- C.** Should an employee have personal interaction with an individual [other than the employee's immediate family member] outside the workplace, the employee must recognize the potential for an appearance of impropriety. Therefore, discretion and good judgment shall be used as to when and where such interactions are appropriate. If there is doubt regarding the appropriateness of a relationship, the employee is expected to address the situation with the Superintendent.
- D.** The Board recognizes and respects each employee's right to engage in activities outside of the employment relationship, provided those activities do not in any manner conflict with ethical standards, or reflect adversely on the Board. The Superintendent maintains the right to determine when an employee's activities or actions are in conflict with this expectation.

## **EMPLOYMENT OF INDIVIDUALS SERVED**

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◆ POLICY 9.04◆

- A.** An employee may wish to employ an individual to provide to assistance to the employee on a personal basis. Examples include, but aren't limited to hiring the individual to babysit, mow the employee's lawn, assist with moving, performing various custodial tasks, and other forms of suitable employment.
- B.** Engagement of program individuals to perform personal services, outside of the normal Board programming scope, is considered to be employment for which remuneration is customary and expected. Therefore, individuals are to be paid at the usual or prevailing rate for any personal work that an employee engages a program individual to perform on behalf of the employee.
- C.** Employment of program individuals shall comply with all applicable federal, state and local laws and regulations. Therefore, individual services provided to an employee on a personal basis shall be arranged through the Workshop Director. The payment of the personal services performed by a program individual shall be billed through the Workshop Director to ensure the proper payment and/or deductions of all state, local and federal taxes.
- D.** Personal relationships between employees and individuals shall comply with the terms and conditions specified in the policy titled "Relationships With Individual's Served and "Ethical Conduct"

## **General Requirements**

- A. Board employees are regularly exposed to both confidential and sensitive information as part of their job duties. Confidential and sensitive information may include information conveyed verbally, through memo, e-mail, Board records or other means.
- B. Confidential or sensitive information is not to be disclosed to any unauthorized person. Discussions with coworkers regarding confidential or sensitive information are authorized only on a legitimate business or service need-to-know basis, and only when that employee is authorized to receive and access the information. Records, electronic files and other documents containing confidential or sensitive information are to be retained in a manner that the information cannot be accessed or seen by any unauthorized person.
- C. Employees are not permitted to discuss Board confidential or sensitive information with individuals, their family members or other unauthorized persons.
- D. You are responsible for knowing and recognizing information that may be sensitive or confidential relevant to your job and to Board operations and services. If you have any question as to whether a record or information is confidential or sensitive, you are required to refer the question to the Superintendent prior to divulging the information to any person, within or outside of the Board.
- E. Employees are prohibited from attempting to obtain confidential or sensitive information for which they are not authorized. If you inadvertently gain access to confidential or sensitive information for which you are not authorized, you are responsible for immediately notifying the Superintendent, without divulging the information to any other person. The Superintendent will then take necessary and appropriate steps to assure confidentiality of the information.
- F. This policy also covers records which may be public and legally available through a public records request. Employees may not disclose these public records, or information contained within them, other than through those employees specifically authorized to process and release public records, as are specified in the policy titled "Release of Public Records."

## **Confidentiality Statement**

- A. As a condition of employment with the Board, you will be required to sign a confidentiality statement that attests that you understand the confidential and sensitive information that you will be exposed to during the course of employment, and that you are accountable for maintaining the confidentiality of that information.

## **Removal of Board Records**

- A. Board records may not be removed from Board facilities without Court order, or with the prior approval of the Superintendent.

## **Information About an Individual**

- A. Confidential and sensitive information may be released to authorized agencies and persons, with the individual's consent, in a properly executed release of information, and with the consent of the Superintendent. The release of any confidential case record information must be noted within the case record.
- B. Ohio law established child abuse and neglect reports as confidential, and provides that a person who permits or encourages the unauthorized dissemination of a report's contents is guilty of a misdemeanor of the fourth degree.
- C. Confidentiality procedures and requirements are subject to change, either through legislation or administrative ruling. Any such changes will be communicated to each affected employee.

## **Section 10**

# **WORK SAFETY AND HEALTH**



## **Introduction**

- A.** Work safety and health is a primary concern of the Board, therefore, we strive to provide safe and healthy working conditions for every employee, individual and visitor. Accordingly, the Board subscribes to and complies with the standards and requirements set forth by the Ohio Public Employment Risk Reduction Act. However, work safety and health is also a responsibility of each and every person working for the Board. Therefore, you are responsible for following all safety and health practices, and will be evaluated on these efforts and results.
- B.** Supervisors are charged with monitoring safety conditions and enforcing safety practices and rules, and will be evaluated on their focus and results on workplace safety. Supervisors shall not be negligent in requiring or controlling the use of prescribed safety equipment, personal protective equipment if provided, or for following prescribed safety practices

## **Reporting**

- A.** You have an obligation to report to your supervisor, the Business Manager, or Superintendent if you observe any:
  - unsafe or unhealthy working conditions on or around the Board premises;
  - unsafe work practices or other safety or health violations by a coworker, volunteer, or other person providing services for the Board, or any person who is on the Board's premises; and
  - workplace accidents.
- B.** Management will promptly investigate and appropriately address all safety issues that are reported, or which are otherwise noted. If called upon, you are to cooperate with, and support the investigation by providing complete and accurate information that is known to you.

## **Safety Training**

- A.** New employees will receive training regarding safety rules and practices during orientation. After initial training, each employee will receive additional training as the Board determines needed to remain current.
- B.** You are encouraged to recommend to your supervisor specific training topics which you feel to be needed. However, the Superintendent has sole authority to approve all safety and health training programs.

## **Workplace Safety Practices**

- A.** You are expected to know and follow the Board's health and safety policies listed below as, well as others specific to your job. General safety and health rules applicable to all employees include the following.
  - a.** Applicable safety and health standards established by the Public Employees' Risk Reduction Act shall be followed.
  - b.** If you drive a Board vehicle [or your personal vehicle on Board business], you are expected to adhere to posted speed limits, drive defensively and courteously, follow all traffic rules and regulations, and use safety belts installed in the vehicle. You are required to know and follow all State and local driving laws pertaining to texting and other cell phone use while operating a vehicle on Board business.
  - c.** You are to use all equipment as intended in accordance with safe equipment operation standards, and to not use any equipment that is defective or unsafe. You are not permitted to use or operate any equipment which you not familiar with, or authorized to use.
  - d.** You are expected to follow the alcohol and drug policies, specified in this manual.
  - e.** Work areas are to remain clean, neat and orderly. Supplies and materials are to be stacked neatly, with all piles stable and built to safe heights.

- f. Aisles, stairways marked fire exits, and fire equipment must remain clear of obstructions.
- g. You are to follow safe lifting practices when lifting or moving individuals, or items.
- h. You are to comply with the Board's dress code policy, including wearing of clothing and jewelry appropriate to the safe performance of job duties and responsibilities.
- i. You are prohibited from engaging in any form of horseplay, from purposely alarming another, or otherwise risking a coworkers' or other persons safety or health.

### **Unsafe or Unhealthy Working Conditions**

- A. Although the Board takes every reasonable precaution to ensure a safe and healthy working environment, some jobs have inherent risks that are typical to the job. Major safety and health conditions typically inherent within the normal scope of a job are documented on the employee's job description, which the employee acknowledges understanding as a condition of accepting employment with the Board. Employees are expected to follow safety and health practices to help mitigate the possibility of risk.
- B. When acting in good faith, an employee can refuse to perform a certain job responsibility when it is believed, in good faith, to present an imminent danger of death or serious harm to the employee or to others, provided that such condition is not one that would normally exist, or which can reasonably be expected to occur inherent within normally assigned job duties.
- C. If the employee chooses to not perform a duty because it is believed to present an unsafe or unhealthy working environment, the Board will not retaliate against the employee, or subject the employee to disciplinary action if all of the following conditions are met.
  - 1. The employee believed in good faith that the assigned duty presented a risk to safety or health, beyond that which is typical to the job.
  - 2. The risk was one that a reasonable person would conclude is of imminent danger of death or serious harm.
  - 3. The employee promptly reported the unsafe or unhealthy condition to the employee's supervisor as specified in paragraph E of this section.
  - 4. There was insufficient time to eliminate or mitigate the risk through normal safe and healthy work practices.
- D. A refusal to perform an assigned task, due to a good faith belief that it is unsafe or unhealthy, is to be immediately reported to the employee's supervisor, who will promptly investigate and correct condition if it is found to be in violation of the Board's safety or health standards. Matters that extend beyond the authority of the supervisor shall be reported to the Superintendent who will take appropriate steps to ensure that the working environment remains safe and healthy.
- E. An employee may be reassigned to perform other tasks, during the period of time it takes to correct the condition. The employee will receive full compensation and benefits during the period of reassignment.
- F. If, following a safety and health investigation, the reported matter is found to not be in violation of the Board's safety and health standards, or if the condition is found to normally exist and can be reasonably expected to occur within the job, the employee will be expected to perform the duty as required.

### **Personal Protective Equipment**

- A. When workplace engineering and/or work practice controls fail to adequately mitigate safety or health hazards to an acceptable level, the Board provides personal protective equipment as may be available to sufficiently address the matter. The employee is responsible for using or wearing safety equipment and/or personal protective equipment where it has been deemed necessary for their safety or health.

### **Mitigating Risk of Exposure To Serious Health Conditions**

- A. Exposure to blood borne pathogens and other potentially infectious material is an inherent hazard for many Board jobs. Accordingly, the Board will advise employees, who are at risk of exposure to individual's medical condition, in order to avoid or reduce the risk of exposure or infection, while facilitating proper care of the individual.
- B. The Board shall provide Hepatitis B vaccinations to all employees at Board expense. You have the opportunity to accept or not accept the vaccinations, and will be requested to so indicate your choice on the designated Board form.
- C. If an employee is exposed to Tuberculosis (TB) in the workplace, the employee will be a TB test at Board expense. If an employee tests positive for TB, the employee will be provided necessary medication which shall be paid for under the health insurance plan, provided the employee is covered under the Board medical insurance plan, and the plan covers the needed medication.

### **Safety Policy or Standard Changes**

- A. Additional safety rules, specific to job duties, may be issued and communicated to affected staff. In addition to community these changes in writing, the Board will communicate these changes to staff verbally in staff meetings or otherwise to ensure understanding and prompt compliance.

### **Safety and Health Records**

- A. The Board maintains accident reports, safety and health investigation records, records of exposure to potentially toxic, carcinogenic or harmful materials, and other records as required by the PERRA and sound management practices.
- B. Exposure records (Environmental Monitoring, and Material Safety Data Sheets), accident reports, and medical records are made available to the employee who is the subject of the record, or to the employee's designated representative, upon tendering to the Superintendent a signed written consent form from the employee who is the subject of the record.
- C. The Board posts, for employee review and understanding, a notice of employee rights and responsibilities under the PERRA.

### **Questions**

- A. Questions or concerns regarding safety rules or practices should be directed to the employee's supervisor, the Business Manager, or the Superintendent.

### **Violations**

- A. An employee, or supervisor, who willfully or carelessly ignores workplace safety and health practices, or who repeatedly violates standard safety and health practices, will be subject to appropriate disciplinary action, up to and including discharge.

## General Security Guidelines

- A. The Board makes reasonable efforts to provide for the safety and security of its employees, individuals, and general public when visiting Board premises. However, employees are also expected to take reasonable care for their own protection and for the protection of others, and for their personal property.
- B. The Board has adopted plans for responding to emergencies that could reasonably occur within the workplace, including fires, tornadoes, bomb threats, and other potentially dangerous situations. Each employee is responsible for knowing and following these emergency response plans and other security policies and procedures.
- C. When off-duty, employees are permitted to enter the Board facilities to conduct business with the Board as a private citizen; but are not permitted to loiter on the Board's premises, or disrupt the work of employees. This includes that employees are not permitted to enter Board facilities during off time to sell items, or distribute sales or other materials to coworkers or other persons.
- D. Each supervisor is responsible for ensuring the security of their assigned area as well as the Board as a whole.

## Security Badges

- A. Upon hire, you will be issued a security identification badge. The security badge is to be worn and visibly displayed at all times while on the Board premises. Security badges do not need to be worn when traveling on business, when attending conferences, or at other times when working off of the Board's premises.
- B. Your security identification badge shall not be defaced in any way, including with stickers, decals, writings, or any other alteration to the badge. Unique identification badges are assigned to each employee; therefore, lending your identification badge to a coworker or any other person is prohibited. Likewise, while working, you are to keep your badge on your person at all times; and are to store it securely during off-hours.
- C. If your identification badge is lost or stolen, you must obtain a replacement from the Business Office. Lost or stolen cards are to be reported immediately upon learning that it is missing. If you happen to forget your identification badge at the start of your workday, you are to so inform the Business Office who will issue you a temporary badge to wear on that day.
- D. Volunteers are also issued a security badge and are expected to wear it at all times when volunteering on the Board's premises.
- E. Upon resignation or other separation from employment or volunteering, the assigned badge shall be returned to the Business Office on the last day worked. Should an employee receive a disciplinary suspension, or is approved for an unpaid leave of absence, the employee is to return the badge to the Business Office. Upon returning to work, the badge will be re-issued.
- F. The Business Office shall maintain a current record of identification badges issued and returned.
- G. Visitors to the Board are to check in at the Business Office upon entering the building. Visitors are to sign-in to notate their name, company, time in and out, person who the visitor is expecting to see, and other information that may be required. Visitors are issued a visitors badge which they are to be told to wear at all times while visiting the Board, and to return the badge to the Business Office upon signing out to leave. Unauthorized visitors, such as those with no stated or rationale purpose for visiting shall not be permitted to enter the facility.

## Introduction

- A. Any and all forms of violence in the workplace are prohibited. This includes both physical violence, as well as non-physical violence such as threats, harassment, or intimidation against another. Therefore, while working, or at any time on Board property, an employee is prohibited from physically fighting or assaulting a co-worker, individual or an individual's family member, member of the general public or any other person. Employees are prohibited from making threats, harassing or intimidating any person, and to otherwise refrain from any behavior or conduct which is offensive or undesirable and which sacrifices the security or safety of any person.
- B. If an employee has been a victim of violence and is experiencing difficulty adjusting to the situation, the employee is encouraged to seek professional counseling services.

## Reporting

- A. Each employee is expected to inform the Superintendent if any individual is observed exhibiting physical or non-physical violence, or is exhibiting behavior that results in, or could result in, a dangerous situation, including but not limited to threatening the illegal use of a weapon, both within or outside of the workplace; displaying signs of extreme stress, resentment, hostility, or anger toward another person; making threatening remarks in-person or through a phone call, e-mail, text, or other form of communication; or otherwise displaying irrational, unusual or inappropriate behavior. If the Superintendent is immediately unavailable, the employee is to promptly report the policy violation to any supervisor.
- B. The Superintendent is ultimately responsible for handling all complaints and incidences involving workplace violence and ensuring that all complaints and incidences are fully and objectively investigated. Based on the facts and circumstances attained from the investigation, the Superintendent will take appropriate action to resolve the matter, including applying disciplinary action, up to and including discharge from employment, and/or potential legal action as recommended by the Lawrence County Prosecutor.

## Workplace Threats and Emergencies

- A. In the event of an immediate or impending threat to the security of employees, individuals, or other persons, or a threat that could result in loss or damage to Board property, prompt and appropriate action will be taken to prevent or to mitigate the situation.
- B. Each threat shall be immediately responded to and appropriate action taken to resolve the problem within the scope of lawful authority.
- C. The Superintendent shall be immediately notified of the threat, and as appropriate to the situation, the Superintendent or authorized management will appropriately address the matter to mitigate or prevent violence in the workplace. Actions may include any of the following.
  - a. Law enforcement may be contacted to respond to and handle the situation.
  - b. Entrances to buildings and rooms may be locked and/or monitored by management or other assigned employees to limit access.
  - c. The alarm may be sounded, and building evacuated.
  - d. The Code Red Team may be contacted to respond to medical emergencies.
- D. Employees are not expected, and should not place themselves at undue risk when faced with workplace violence, or an impending threat of violence. As appropriate to the situation, but with primary consideration to personal safety and to the safety of others, an employee may leave the area to avoid conflict, contact law enforcement to handle the situation, attempt to deescalate the situation if this can be done without risk to the employee's safety, or other lawful actions as may be appropriate to prevent or mitigate the situation. An incident report shall be completed and signed, and submitted to the Superintendent, within 24 hours of the situation.

## **Firearms and Other Weapons**

- A. The Board has posted at its entrances that firearms are not permitted in any Board building. Accordingly, all persons, except certified law enforcement officers, are prohibited from possessing firearms or other weapons within any of the Board's buildings. Likewise, (except as specified in paragraphs B, C and D for holders of a current concealed weapon license):
- no person is permitted to possess or carry a firearm or any other weapon anywhere on Board property, and
  - no employee is permitted to carry a firearm or any other weapon in a Board-owned vehicle or in their own personal vehicle when traveling on Board business.
- B. An employee or visitor to the Board, who holds a current concealed carry license may store a concealed firearm within their personal vehicle while parking on the Board's parking areas. Likewise an employee, with a concealed carry license, may store a concealed weapon in the employee's personal vehicle when traveling on Board business.
- C. When exercising these concealed carry rights, the employee or visitor must meet the following conditions and be otherwise compliant with the Ohio concealed carry law and regulations.
- Each firearm and all of the ammunition must remain inside the vehicle while the person is physically present inside the vehicle, or each firearm and all of the ammunition must be locked within the trunk, glove box, or other enclosed compartment or container within or on the vehicle.
  - The vehicle is in a location where it is otherwise permitted to be.
- D. A firearm that is authorized to be stored on the Board's parking area, or which is transported while on Board business must be the type of firearm covered and permitted for storage and transport under Ohio's concealed carry law.

## **Proactive Measures**

- A. The Board takes reasonable measures to proactively reduce the risk that workplace violence may occur by:
- a. Establishing a hiring process that includes criminal background checks, drug testing, and other generally accepted hiring principles and practices.
  - b. Adopting and administering sound personnel policies that provide guidance to employees regarding expected conduct and job performance levels.
  - c. Appointing an employee to serve as safety coordinator, including the responsibility to orchestrate security drills, and training and educating employees regarding security measures.
  - d. Encouraging open and honest communication with and between employees
  - e. Addressing and resolving work problems in a prompt and appropriate manner.
  - f. Application of discipline when needed, in an appropriate and consistent manner, and in accordance with established policy and applicable labor or management contract.
  - g. Providing sound security measures
  - h. Controlling access and entry into the workplace, including the requirement that employees wear identification badges when working
  - i. Visitors being required to sign in, and wear a visitor's badge when visiting the Board premises; as well as to receive approval for accessing the employee, individual or other person requested to be visited.

## **Workplace Violence and Emergency Drills**

- A. The safety coordinator shall plan and implement a workplace violence and emergency drill no less than 1 time each calendar year, and will document the date that it is administered, the results and plans for addressing any issues or areas for improvement that were identified during the drill.

## **Introduction**

- A. Accident and incident reporting is an important part of the Board's risk management program. Understanding the event and causative factors enables the Board to continually strive to improve its safety program and practices, so to create a safe and healthy working environment for its employees.
- B. Working rules relating to safety and health standards and practices are posted and verbally communicated to each affected employee.

## **Accident and Occupational Illness Reporting**

- A. Each occupational accident and illness, no matter how minor, must be reported promptly to the employee's supervisor, as soon as the employee is physically able to do so, and within 24-hours of the occurrence.
- B. The employee should seek medical attention if needed from a program nurse or a doctor, and supervisors have authority to ensure that the employee receives appropriate medical attention if the supervisor feels that it is needed, but the employee is reasonably unable to make that determination.
- C. If it is determined that immediate treatment or examination is needed, the supervisor shall arrange transportation to the hospital or physician's office and shall make any other necessary arrangements. Regardless of the apparent seriousness of the injury, the injured employee shall not be permitted to drive to the hospital or physician's office for the safety of the employee and the driving public.
- D. Should the employee's injury require medical attention, a Doctor's Report of Injury Form will be completed by the attending physician, which will be forwarded to the Superintendent at the earliest possible date.
- E. An employee who receives a work-related injury or illness, and who must leave work before completing the workday, will be paid at the employee's regular rate of pay, for the hours remaining in the employee's scheduled workday.
- F. A workplace injury or occupational illness must be reported to the Superintendent, by the employee or the employee's supervisor, no later than 24 hours after the occurrence. Major accidents or incidences involving 911 calls are to be reported immediately or as soon as feasible.
- G. The employee and supervisor must complete an Accident/Incident Report form whenever an accident, injury, or occupational illness occurs. The report must be completed, regardless of the apparent seriousness of the injury or whether medical attention is required.
- H. The completed and signed Accident/Incident report shall be submitted to the Superintendent within forty-eight hours following the date of the injury. The supervisor shall ensure that all appropriate information that facilitates a thorough investigation is included in the report, and shall ensure that required report is promptly completed and filed. Accident reports are retained for a period of five years.
- I. Workers' Compensation claim forms may also need to be completed to initiate a claim in accordance with the Bureau of Workers' Compensation processes. An employee, who is injured in a work-related accident or who contracts an occupational disease, may be required to be examined by a physician. When medical attention is required, the employee must cooperate, and release to the Board a medical statement that is completed and signed by the attending physician. This statement should be forwarded to the Superintendent at the earliest possible date.

### **Accident Investigations**

- A. In the event of serious injury, the Superintendent will initiate an investigation into the nature and cause of the incident, and will implement adjustments to work processes, safety practices, equipment, and/or training as appropriate to address identified safety issues.

### **Reporting an Individual's Accident or Incident**

- A. Employees shall be responsible for promptly notifying their supervisor of an accident or incident that involves an individual; and the supervisor, in collaboration with witnessing employees, will accurately complete an Accident/Incident report form to document the matter. The report must be completed and submitted to the Superintendent before leaving work on the day that the accident or incident occurred.
- B. Incidences, that are required to be reported include, but are not necessarily limited to Major Unusual Incidences [MUI's] and Unusual Incidences [UI's] as defined by the Ohio Department of DD. An employee's failure to notify the employee's supervisor or Superintendent of a MUI or UI, or of any other accident or incident, shall subject the employee to appropriate disciplinary action, up to and including discharge, and/or possible legal action as recommended by the Lawrence County Prosecutor. The supervisor shall promptly notify the Superintendent of an UI or MUI that an employee has reported to the supervisor.
- C. A follow-up call to parents or guardians will be promptly made, when appropriate, by the supervisor or Superintendent who will explain the nature of the accident or incident, extent of injuries, treatment given and other relevant information. The Superintendent will normally contact the parent or guardian regarding any serious accidents or incident involving an individual.

# **MEDICAL EXAMINATIONS**

◆ POLICY 10.05 ◆

- A. Physical and/or mental health examinations may be required during the course of employment to ensure that an employee has the physical and mental ability to safely and effectively perform essential job duties to performance standards. All employees are expected to be fit-for-duty at all times, meaning that the employee is physically and mentally capable of effectively performing essential duties listed in the position description to the required performance standard, either with or without a reasonable accommodation.
- B. Reasons for physical or mental health examinations include, but are not necessarily limited to:
- a. **Law or Regulatory Requirement:** Direct service employees may be required by law or regulatory requirement to submit to a post offer examination as a condition of employment, and thereafter, a regularly scheduled examination during the period of employment with the Board. TB tests and inoculations may be required for positions with direct contact with individuals, and Bus Drivers are required to submit to an annual medical examination.
  - b. **Condition for Leave or Return from Leave:** Medical and mental health examinations may be required to assess an employee's condition for eligibility for:
    - sick leave;
    - Family and Medical Leave;
    - Workers' Compensation;
    - voluntary or involuntary disability separation from employment;
    - return from a disability separation;
    - unpaid leave for sickness or disability;
    - to determine if an employee has a contagious disease that could present health problems to coworkers, individuals or others, or which could further impair the health of the employee;
    - determining the need for a reasonable accommodation, and the type of accommodation, or
    - other purposes where it is needed to determine the employee's capability to safely and effectively perform essential job duties.
  - c. **As required by the Superintendent:** When an employee's physical or mental ability to perform the job is questioned as a possible causative factor for a performance or conduct problem, the Superintendent may require an employee to submit to a medical or mental exam to determine the employee's fitness-for-duty.
- C. Unless otherwise specified, the Superintendent will select the physician to perform the examination and the Board shall pay the cost. The employee is required to authorize the physician to release the results of the examination to the Superintendent.
- D. Medical examination results shall not be for any unlawful purpose, including discrimination against any applicant or employee with an ADA disability, except as the exam documents that a person is not qualified for the job.

## **Confidentiality**

- A. Medical and mental examination results shall be maintained in a file, separate from the employee's personnel file.

- B.** Results of the examination shall remain confidential and shared with others only on a business need-to-know basis. Customary access to medical files is restricted to only the Superintendent and Business Manager, who maintain authority for determining when medical information must be shared with a supervisor or other person for business reasons, such as for understanding and determining job restrictions and accommodations.

### **TB Tests and Inoculations**

- A.** Each new employee (and volunteer) who will be in direct contact with individuals shall be required to submit to a tuberculosis test and an annual screening questionnaire. If an employee tests positive, the employee is to have an initial chest x-ray and annual screening for symptoms and repeat chest x-ray only if screening indicates symptoms of tuberculosis, in accordance with the Tuberculosis Testing Policy in this manual.
- B.** Hepatitis B inoculation shall be required for each employee who holds a direct service position. The Board shall pay for the vaccinations, which are administered through the Lawrence County Health Department. Although an employee may choose to receive the inoculations from the provider of the employee's choice; the Board will only reimburse the employee for the amount normally charged by the Lawrence County Health Department.

### **Religious Objections**

- A.** A required medical or mental examination may be waived when an employee's bona fide religion objects to medical care or examination. If an employee raises a religious objection, the employee will be required to produce documentation which substantiates the employee's religious tenets with relevance to medical or mental examinations.
- B.** The Superintendent maintains authority to assess documentation presented, and determine whether or not a religious accommodation is to be provided. Information provided by the applicant or employee shall not be used by the Board for any purpose that is in conflict with the Board's policy of non-discrimination on the basis of religion.

### **Bargaining Unit Employees**

- A.** This policy applies to bargaining unit employees except those provisions which are inconsistent with the provisions of Article 35 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## **Tobacco Burning Devices**

- A. The Board provides a safe and healthy work environment, and complies with Ohio smoking law. Therefore, employees and other persons are not permitted to smoke cigarettes, cigars, pipes, or other smoking devices, except in those areas that have been specifically designated as a smoking area. No smoking signs are posted at the Board's entrances.
- B. Smoking on Board property is permitted only at the outdoor area designated by the Superintendent. Smokers are required to properly dispose of cigarette butts, and may not litter the ground or other places on Board property with cigarette butts.
- C. The length and frequency of smoke breaks shall comply with policy, and shall not exceed that which is permitted for non-smokers. Both smoking and non-smoking employees are expected to recognize that breaks are a benefit of employment and not a right, and therefore an employee may have to work through or delay a planned break so to effectively and timely perform job responsibilities.
- D. While traveling in an employee's own personal vehicle on business, the employee may smoke in the vehicle in so far as the employee is not in the presence of an individual or a non-smoking passenger. Smoking is not permitted in any Board vehicle.
- E. In general, the Board expects all employees to respect the needs and rights of others to a safe and healthful work environment. Upon request by another employee, individual or member of the general public, an employee is expected to extinguish his cigarette, cigar, pipe, or any other tobacco-burning device while in that person's presence. In situations where the preference of a smoker and non-smoker is in conflict, the preference of the non-smoker will prevail.

## **Non-Smoking Tobacco Products**

- A. Use of non-smoking tobacco products is also prohibited while working, and is governed by the same policy provisions as are applicable to cigarettes and other tobacco-burning devices.
- B. Therefore, use of chewing tobacco and snuff is prohibited while working, but an employee may chew tobacco or use snuff in the outdoor area designated for smoking while on an authorized work break. An employee using chewing tobacco is prohibited from leaving traces of tobacco on the ground, and is required to dispose of tobacco waste in a proper receptacle.

## **E-Cigarettes**

- A. For the purpose of this policy, the use of electronic cigarettes in the workplace is governed by the same policies as are applicable to tobacco burning devices.

## Introduction

- A. The Board strives to provide a safe and productive working environment. Abuse of alcohol and prescribed drugs; or use of any illegal drug can have a negative effect on work and job safety, and can erode the public's trust in the Board as a professional and competent public agency. Therefore, as a condition of initial and continued employment, each employee is expected to follow this policy including the provisions of the Drug Free Workplace Act.
- B. The Board requires employees to work to expected performance, conduct and safety standards. If an employee voluntarily identifies that s/he has a substance problem, the employee will be supported in the decision to seek rehabilitative assistance. Once an employee agrees to receive assistance for substance abuse, the employee is still responsible for maintaining proper job performance and following policies and procedures pertaining to his/her job. Seeking assistance does not interfere with the supervisor's right and obligation to enforce policy and implement appropriate disciplinary action.

## Receipt and Acknowledgement Form

- A. Prior to performing any work and as part of the new employee orientation period, each conditionally hired employee will be provided with a copy of this policy and the policy titled "Drug and Alcohol Testing". As a condition of employment, the conditional employee will be required to sign a receipt and acknowledgment form that substantiates receipt, reading, and understanding, as well as agreement to abide by, support, and comply with these policies.
- B. Each employee, who is employed with the Board on the effective date of this policy, will also be required to review and understand this policy, and to sign the acknowledgment form.
- C. If a conditionally hired employee refuses to sign the form, the conditional offer of employment will be rescinded. If a current employee refuses to sign the form, this will be considered that the employee refuses to follow this policy, and therefore will subject the employee to appropriate disciplinary action, up to and including discharge from employment.
- D. The signed receipt and acknowledgment form is retained indefinitely in the employee's personnel file.

## Non-Discrimination

- A. Employees and job applicants who are former substance abusers, but are currently in recovery, are not discriminated against because of their former use or abuse.

## Prohibited Conduct

- A. Employees are prohibited from:
  - a. reporting to work intoxicated, or under the influence of alcohol or illicit drugs.
  - b. reporting to work under the influence of a prescribed or over-the-counter drug, when the drug interferes with the employee's ability to effectively or safely perform job responsibilities.
  - c. using alcoholic beverages while on duty or on Board or Lawrence County property during both working and non-working hours.
  - d. using any illicit drug at any time, including both working and non-working hours, and at any and all locations, whether on or off Board property.
  - e. Possessing or distributing equipment, paraphernalia, literature other items related to use or promotion of substance abuse.
  - f. Unlawfully manufacturing, distributing, dispensing, or possessing any illicit drug or other controlled substance, at any time during working and non-working hours, and at any and all locations, whether on or off Board property.

- g. Wearing any clothing that displays pictures or wording that promotes or glorifies substance abuse.

### **Voluntary Assessment or Rehabilitation**

- A. Even if an employee does not use alcohol or illicit drugs while on the job, or come into work under the influence, an alcoholism or drug abuse problem can interfere with job performance, present threats to the safety of others or property, or can otherwise erode the trust of the public that the Board serves.
- B. The Board recognizes alcoholism and drug addiction as treatable diseases and therefore encourages any employee who believes that s/he has a substance abuse problem to voluntarily seek professional treatment before it impacts job performance, safety or other aspects of the employee's personal or work life.
- C. An employee, who is not in current violation of this policy, may confer with the Superintendent that s/he is voluntarily seeking assessment and treatment, and needs time off for this purpose. Voluntary requests for assistance, made in good faith, will not subject the employee to disciplinary action, however the employee will be expected to seek and respond successfully to assessment and treatment.
- D. Paid or unpaid leave may be approved to provide time off for rehabilitation as prescribed by the employee's rehabilitation counselor, and in accordance with leave notification and use requirements.

### **Returning to Work**

- A. An employee's return-to-work following assessment and rehabilitation is conditioned upon the employee being certified by the assessment or rehabilitation counselor as ready to return to work, and testing negative.

### **Prescriptions and Over-the-Counter Medications**

- A. Workplace production and safety can also be adversely affected by the side effects of properly used and legally prescribed drugs. Therefore, an employee is prohibited from working while under the influence of an over-the-counter or prescription drug which impairs the employee's ability to perform his job safely or properly; which affects the safety of others. An employee is likewise prohibited from using any controlled substance that is not currently prescribed to the employee by a lawfully authorized healthcare professional, or using a properly prescribed controlled substance in a manner other than as prescribed.
- B. An employee is responsible for conferring with his medical practitioner, upon receipt of the prescription or the taking of an over-the-counter medication, to assess and determine if the medication will affect job performance or safety.
- C. When taking a prescribed or over-the-counter drug that could affect job safety or the ability to perform the job effectively, the employee is required to give to his supervisor, prior to working, a written statement from the employee's medical practitioner that lists job restrictions.
- D. An employee is not required to report legal drug use when the doctor substantiates that the drug does not affect or restrict employee job performance or safety.
- E. When a prescription drug or over-the counter medication impairs job performance or safety that cannot be reasonably accommodated, the employee will be required to take earned but unused sick leave or vacation. FMLA may run concurrently with paid leave during a period of absence when the employee's medical condition is FMLA qualifying.
- F. Unpaid leave may be requested and considered for approval at the discretion of the Superintendent, but only after all available paid leave is exhausted.

### **Prescribed Medical Marijuana**

- A. The Board has a zero tolerance for illicit drug use in the workplace, including the recreational use of marijuana, as well as the use of prescribed medical marijuana when such use impairs the employee's ability to effectively and safely perform job responsibilities, or when medical marijuana is abused in a manner contrary to the prescription, or to applicable law. Accordingly, an employee who is prescribed medical marijuana under Ohio law is not exempted from this policy.
- B. If an employee has been lawfully prescribed medical marijuana by a certified physician for treatment or relief of symptoms of a permissible medical condition, the employee is required to follow, and is subject to the provisions specified in this policy and the section titled "Prescriptions and Over-the-Counter Medications."
- C. The abuse, selling, distribution or other misuse of any prescribed medication, including medical marijuana is prohibited and constitutes a violation of this policy.

### **Notification of Conviction**

- A. In accordance with requirements specified in the Drug Free Workplace Act, if an employee is convicted of violating a federal or state criminal drug statute, the employee must notify the Superintendent of that conviction within 5 calendar days immediately following the conviction if the offense occurred within the workplace. Failure to notify the Superintendent will subject the employee to disciplinary action, up to and including termination.
- B. If terminated from employment for violating the Drug Free Workplace Act requirements, the employee will be subject to disciplinary action, up to and including discharge from employment, and may be held civilly liable for loss of any federal funds resulting from a failure to report a conviction as specified in paragraph A of this section.

### **Information about Workplace Drug Abuse and Rehabilitation Services**

- A. This policy and the "Drug and Alcohol Testing" policy is posted on the bulletin board to convey to employees, individuals and their families, and others regarding the Board's position and policies regarding substance abuse.
- B. Additionally, as required by the Drug Free Workplace Act, the Board annually provides information to employees pertaining to the dangers of drug abuse in the workplace, along with:
  - 1. a copy of this policy and the Alcohol and Drug Testing policy, which includes that an employee may be subject to discharge for a violation;
  - 2. information pertaining to community assessment, counseling, and rehabilitation services available to employees who may have a substance abuse problem.
  - 3. a reminder that employees are required to notify the Superintendent, within 5 days, of any criminal drug statute conviction for an offense committed within the workplace.
- B. The Board has designated a Drug Free Workplace Coordinator who is responsible for providing substance abuse information, arranging drug and alcohol testing, maintaining lists of resources for assistance, coordinating education programs, and ensuring compliance with this and the alcohol and drug testing policy.

### **Supervisor Training**

- A. Supervisors are trained to recognize substance problems that may endanger employees in the workplace and otherwise violate the Board's alcohol and drug policies.
- B. Training includes each supervisor's responsibility to identify policy violations, including recognizing signs of substance abuse; processes for referring an employee for drug and alcohol testing; community rehabilitation resources; and other information needed to ensure appropriate application and enforcement of the Board's alcohol and drug policies.

### **Policy Violations and Workers' Compensation & Unemployment Compensation**

- A.** Should an employee be discharged from employment because the employee has violated any provision of this policy, the employee will be considered to have been discharged for just cause. This may result in the former employee being ineligible for unemployment compensation.
- B.** Likewise, an employee who is in a workplace accident and is in violation of this policy may be deemed to be disqualified from eligibility for compensation and benefits under Ohio's Workers' Compensation Bureau regulations.

## **Introduction**

- A.** Abuse of any controlled substance or alcohol, whether on or off the job, can affect an employee's health and the well-being of family members, as well as negatively impact job performance and dependability, job safety, and relationships with coworkers, individuals and their family members, and others. It also erodes our reputation as a responsible, competent and professional public agency. Accordingly, this policy has been established to ensure that we have a safe and productive working environment free from the negative effects of substance abuse.
- B.** This drug and alcohol policy sets forth the Board's expectations and requirements pertaining to our employee's use of alcohol and drugs. All employees are expected to follow this policy. Accordingly, the Board does not knowingly hire any person who currently uses illegal drugs, abuses prescribed drugs, or abuses alcohol, either in that person's personal or professional life.
- C.** Each newly hired employee is required to test negative to a drug test following a conditional offer of employment. Thereafter, each employee is required to follow the Board's drug and alcohol policy, and is subject to reasonable suspicion and post-accident testing throughout the course of employment. Bus Drivers are also subject to random testing. Continued employment is conditional upon complying with the Board's drug and alcohol policies, and testing negative to required drug or alcohol tests. Circumstances under which an employee will be required to be drug and alcohol tested during the course of employment is further defined in this policy.
- D.** Drug tests shall be administered for the purpose of determining the presence of illegal drugs and whether a policy violation has occurred. Drugs tested include the following:
  - Amphetamines
  - Opiates
  - Cannabinoids (Marijuana/THC)
  - Cocaine
  - PCP
  - Methamphetamines/Phencyclidine
- E.** Any other substances that could be tested using the same methods used to test for these controlled substances, if found, are not to be reported or used as a basis for making employment decisions.
- F.** In addition to illegal drugs, reasonable suspicion and post-accident testing include testing for the presence of alcohol in violation of our policy.

## **Authorization and Understanding**

- A.** Prior to an employment interview, each job applicant is required to sign a "Drug and Alcohol Test Authorization" form that documents that the applicant consents to drug and/or alcohol testing if given a conditional offer of employment. The authorization also authorizes the Board to test an employee for alcohol or drugs following employment, when there is reasonable suspicion, or if the employee is involved in a workplace accident. By signing the form, the applicant authorizes the release of the test results to the Superintendent and holds the Board harmless of any and all liability regarding the tests and how they are applied when making employment decisions.
- B.** Refusal to sign this authorization form will result in the applicant being disqualified from further consideration for employment.
- C.** Each employee, employed as of the effective date of this policy, will also be required to sign a "Drug and Alcohol Test Authorization" form, as a condition of continued employment.
- D.** The signed Drug and Alcohol Test Authorization is retained indefinitely and will remain in effect in each hired employee's personnel file for the duration of the employee's employment with the Board.

## **Testing Laboratory and Testing Procedures**

- A.** The Board maintains sole authority to select the laboratory that conducts and evaluates test results on behalf of the Board. Collection of urine specimens and breath testing is done by Our Lady of Bellefonte Hospital, and urine and drug test specimens are analyzed by its certified laboratory. No test results submitted by any other laboratory will be recognized or used as a basis for making an employment decision.
- B.** The laboratory is certified to conduct drug and alcohol testing, and has a clear and well-documented procedure for collection, accounting, handling, and accessing of urine specimens, with procedures including an evidentiary chain of specimen sample custody and control. The laboratory's collection site is solely responsible for following procedures, and maintaining the integrity of the specimen collection and transfer process.
- C.** A Medical Review Officer (MRO), who is a trained physician, is responsible for evaluating and documenting drug test results.
- D.** Testing procedures are outlined, in writing, by the laboratory and are provided to the Board and each employee.
- E.** The testing laboratory will collect a sufficient urine sample so that a sample remains after the test to retest, if it is necessary to validate results of the initial test. If an employee tests positive to any controlled substance tests required by this policy, the employee will be so advised by the MRO, and of the opportunity to have the sample retested. The Superintendent will provide to the employee, in writing, an opportunity for the employee to explain the test results prior to any final decision being made. The cost of the retest is the responsibility of employee if the retest is positive. If the retest is negative, then the Board will pay for the costs.
- F.** If an employee is subject for testing, and is taking a prescription or over-the-counter drug, the employee is to disclose this to the laboratory, prior to taking the test. The employee may be required to submit a copy of the prescription to the laboratory.
- G.** The laboratory will inform both the employee and Board of the results of an employee's test.

## **Positive Tests**

- A.** Drug and alcohol test results are positive when so determined by the testing laboratory.
- B.** Cut off levels for determining whether a test is positive are established for alcohol and each drug, with the cut off levels determined from guidelines established by the federal government.
- C.** In addition, other actions can be considered to constitute a positive test result, including, but not necessarily limited to:
  - refusing to give written authorization for a drug or alcohol test as required by this policy;
  - refusing to submit to a required drug and/or alcohol test;
  - failing to arrive at the testing site at the directed time and place;
  - inability or refusal to provide adequate urine, breath and/or blood sample; and/or
  - failure to cooperate, or engaging in any form of conduct that obstructs or sabotages testing procedures or test results.
- D.** An employee who is suspected of intentionally interfering with a test, or who otherwise sabotages the test, including but not limited to providing an adulterated sample, is barred from any chance of future employment with the Board.

## **Confidentiality**

- A. The Board considers drug test results and related medical records as confidential. Therefore, these records are maintained in a confidential file, separate from the employee's personnel file. These records may only be accessed by the Superintendent and Business Manager, or other persons on a business-need-to-know basis in connection with the administration and enforcement of Board policy.
- B. Test results may also be made available to persons designated and authorized by the employee, the employee's physician or rehabilitation counselor. The Board does not use the results of a drug test against an employee to pursue criminal prosecution but will release the results upon receipt of a court order or other lawful authority.

## **Post-Offer Drug Testing**

- A. Post-offer drug tests are administered following the applicant's acceptance of a conditional offer of employment. The term "conditional employee" refers to a job applicant that has been offered a job with the Board, but conditionally pending successful completion of various post-offer requirements.
- B. Job applicants are informed of this drug testing policy on the application form and public postings, and by reviewing and signing the drug testing authorization form.
- C. When the results of the post-offer test are negative, and all other conditions of employment are passed, the Board will inform the employee and specify that the conditions of initial employment have been successfully passed, and the conditionally hired employee may begin work. Should the results of the test (or retest if given) be positive, then the offer of conditional employment will be rescinded.

## **Reasonable Suspicion Drug and Alcohol Tests**

- A. An employee is tested for alcohol and drugs when there is reasonable cause to suspect that job performance, a work place incident, or unusual behavior may be related to substance abuse.
- B. Supervisors are responsible for monitoring employees under their supervision, and for promptly notifying the Superintendent if an employee is reasonably suspected to be working under the influence, or if a drug and alcohol policy violation is observed. Examples of instances when an employee may be referred for a reasonable suspicion test include but are not limited to:
  - a. observed symptoms of substance use or abuse, or of being under the influence while the employee is at work including symptomatic behaviors, speech, odors or other observations; or a pattern of abnormal conduct, unsafe or erratic behavior while working.
  - b. direct observation of using a controlled substance or alcohol at work.
  - c. possession of alcohol or a controlled substance while at work, or other related policy violation.
  - d. direct observation of the employee using a controlled substance while on personal time.
  - e. work performance or conduct issues that can be reasonably attributed to abuse of a controlled substance or alcohol.
  - f. arrest or conviction of a controlled substance related offense, or identification of an employee as the focus of a criminal investigation into controlled substance possession, use, or trafficking.
  - g. complaints by an individual or family member, or other person regarding that the employee may be using or is under the influence of drugs or alcohol.
  - h. information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use.
  - i. newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

- C. Pending the testing process and results, the employee is to be immediately removed from performing any job duties. Reasonable suspicion drug and alcohol tests must be with the approval of the Superintendent only.

### **Post-Accident Drug and Alcohol Testing**

- A. If an employee is involved in a workplace accident, the employee will be required to submit to alcohol and drug testing. Post-accident testing is required whenever an accident occurs, regardless whether any person is injured.
- B. As used in this policy, an accident is an unplanned, unexpected or unintended event that occurs on Board property or at any location within the scope of employment, and which results in any of the following:
- A fatality of anyone involved in the accident;
  - Bodily injury to the employee and/or another person that requires more than simple first aid or which requires off-site medical attention; and/or
  - Vehicle, equipment or property damage beyond simple scratches, dents or other minor damage.
- C. When an accident occurs, the driver and any other employee who may have contributed to the accident will be tested for substance use. However, if an employee is injured in an accident, the employee will receive necessary medical care prior to being required to submit to drug and alcohol tests. In the event of an injury, the employee will be tested following approval by the attending medical practitioner. However, as a condition of employment, each employee authorizes the Board to request the medical practitioner to obtain specimens needed for conducting alcohol and drug tests.
- D. Drug and alcohol testing is to be conducted as soon as possible following the accident. A urine specimen will be collected no later than 32 hours after the time of the accident, and alcohol testing will be conducted no more than 8 hours after the time of the accident.
- E. An employee, who is subject to post accident testing, is prohibited from drinking alcohol for a period of 8 hours following the accident, or until the employee undergoes the drug and alcohol tests, whichever is first.
- F. Rather than the testing laboratory, a law enforcement officer who is certified to conduct a breathalyzer or other form of alcohol or drug use may be used by the Board for determining whether the employee was under the influence of alcohol or drugs at the time of the accident.
- G. Each employee is expected to grant to the Board access to any and all medical information that may be relevant to conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health providers.

### **Driving to The Testing Site and Working After the Test**

- A. An employee, who is referred for reasonable suspicion or post-accident testing, will be driven to and from the testing location by a responsible supervisor so designated by the Superintendent so to ensure the employee's safety and the safety of the driving public.
- B. The employee who is subject to reasonable suspicion or post-accident testing shall not be permitted to drive and operate a vehicle to or from the testing site. Likewise, a conditionally hired employee, subject to conditional hire testing, should be driven to the testing site, if practicable, to help ensure the integrity of the testing sample.

## **Administrative Leave**

- A.** Pending results of a post-accident or reasonable suspicion test, the employee will be placed on paid administrative leave and is not permitted to return to work until after the test results are known and are certified as negative.

## **Violations**

- A.** If a drug test is positive, the employee will be subject to discipline, up to and including discharge, in accordance with the terms and conditions specified in the discipline policy in this manual for classified and management employees and Article 21 of the current labor contract for bargaining unit employees.
- B.** In addition to, or as an alternative to discipline, the Superintendent may refer an employee, who tests positive to a drug or alcohol test to voluntarily participate in substance abuse assessment and rehabilitation. However, this option will be exercised on a case-by-case basis in consideration of the facts and circumstances determined relevant by Superintendent. The option of referral for assessment and treatment is not required, nor does it create a precedent in subsequent cases.
- C.** Should an employee fail to comply with a request for substance abuse assessment, or if the employee fails to timely respond to treatment, the employee will remain subject to appropriate disciplinary action, including discharge from employment.
- D.** Should the employee be permitted to continue employment following disciplinary action and/or referral for assessment and rehabilitation, the employee will remain subject to periodic subsequent reasonable suspicion testing for a period of time determined by the Superintendent.

## **Policy of Non-Discrimination**

- A.** The Board does not discriminate against any person when providing services, or in employment, because that person has, or is perceived to be infected with an illness or medical condition as specified by the Americans with Disabilities Act.
- B.** An employee with a medical condition is not precluded from working because of that condition, in so far as the employee continues to perform essential job duties to performance and conduct standards (either with or without a reasonable accommodation) and without risk to the employee's own health, or to the health of coworkers, individuals or other job contacts.
- C.** An employee, who has a medical condition, as defined by the ADA, may request a reasonable accommodation needed to perform one or more essential duties which, except for the disability, the employee is qualified to perform. The Superintendent will consider available accommodations, and will make an accommodation, if one is available, which the Superintendent considers reasonable, and which does not create an undue hardship upon the Board.
- D.** An employee, who is unable to work due to a medical condition, may request to use earned, but unused sick leave, personal leave, or vacation to cover a period of absence. If the purpose of the leave is FMLA qualifying and the employee is eligible, FMLA will be designated. Time spent on FMLA will run concurrently with the paid leave. Should the employee use all available paid leave, an eligible employee may use remaining unpaid FMLA, or otherwise may request to be placed on unpaid leave. Leave is to be requested and approved pursuant to the applicable policy in this manual. All leave taken due to the medical condition is considered to be a reasonable accommodation for an ADA qualifying disability.
- E.** An employee, with a medical condition, may be eligible to be voluntarily or involuntarily disability separated if the employee is unable to perform the essential duties of the employee's job [either with, or without a reasonable ADA accommodation]. The employee may request a voluntary disability separation, or may be placed on an involuntary disability separation in accordance with that policy, and will maintain the rights of reemployment or reinstatement as specified in that policy.

## **Infectious Diseases**

- A.** If diagnosed with an infectious disease, the employee is required to promptly notify the Superintendent of the condition upon learning of the diagnosis, and before returning to work. The matter shall be handled sensitively by the Superintendent who will share the information with others only on a business need-to-know basis. The employee will be requested to provide a medical statement from the employee's physician that is needed for the Superintendent to handle the situation in an appropriate manner. The medical statement should include the prognosis and timeframe for recovery, and whether or not the employee is able to work without risk to the employee's own health or the health of coworkers, individuals and other job contacts.
- B.** If an employee becomes concerned about being exposed to a disease that the employee knows or suspects inflicts a co-worker, individual or other job contact, the employee is expected to discuss this concern the Superintendent. If there is no reasonable medical evidence of risk of infection to the concerned employee or others, a refusal to work may result in disciplinary action, up to and including discharge.
- C.** Coworkers are discouraged from gossiping, or provoking discussion regarding a coworker's disease or medical condition. Such matters are private and are not appropriate to be shared within the workplace, except as such discussion relates to the conduct of official management responsibilities. Likewise, discussion regarding an individual's medical condition is to be limited to only on a business or service need-to-know basis.

## **Tuberculosis Screening and Testing**

- A.** Exposure to Tuberculosis places a health risk on each employee, individual and other job contact. Therefore, it is vital that our work environment remains free from Tuberculosis and other serious infectious diseases.
- B.** Each conditionally hired employee is required to complete a Tuberculosis screening questionnaire before working. Refusal to complete the questionnaire or any failure to complete it accurately and in full shall result in the offer of employment being rescinded.
- C.** Each current employee shall also be required to annually complete the Tuberculosis screening questionnaire. If an employee refuses to complete the questionnaire, the employee may be subject to disciplinary action, up to and including discharge from employment. If an employee is found to have falsely provided information on the TB questionnaire, the employee will be discharged from employment on the basis of dishonesty.
- D.** A Board nurse will review each completed and signed screening questionnaire. If TB symptoms are noted, the nurse will refer the employee to an appropriate health care professional. The employee is expected to cooperate and follow-up with the referred or other appropriate health care professional of the employee's choice. The employee is required to authorize the physician to release the results of the medical examination and tests, including any medical work restrictions, and other information needed to ensure the health and well-being of the employee, coworkers, individuals and other job contacts.
- E.** If an employee is medically diagnosed with an active case of TB, the employee will be placed on earned but unused sick leave, vacation leave, and/or personal leave, in accordance with these policies until the employee is deemed healthy by the employee's medical practitioner to safely return to work without risk to self or to others. If paid leave is exhausted, or otherwise unavailable, the employee may request disability leave.
- F.** If an employee exhibits positive converters/reactors, the employee shall have an initial chest X-ray followed by annual screening for symptoms. Each converter and/or reactor shall be treated with the appropriate medication as recommended by the attending physician. Previous reactors which were not treated with appropriate medications for the designated time shall be provided at this time unless a statement is received from the attending physician that releases the Board from all liability.
- G.** A positive TB test will be accompanied by HIV testing.
- H.** TB tests and treatments shall be paid by the employee, but may be covered in whole or in part the employee's medical insurance coverage. However, if an employee was exposed to Tuberculosis in the Board's workplace, tests shall be provided at the Board's expense. Employees who test positive for TB shall be provided necessary medication to the extent such medication is paid for under the health insurance plan covering the employee.

## **Bloodborne Pathogen Exposure Control**

- A.** The Board makes every reasonable effort to eliminate or minimize occupational exposure to the Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV) and other bloodborne pathogens. Exposure can be mitigated or eliminated by using a combination of engineering and work practice controls, personal protective clothing and equipment, training, HBV vaccinations, signs and labels, and other precautions.
- B.** The Board creates a healthy work environment, in part, by adopting an Exposure Control Plan (ECP) and an Infection Control Plan (ICP). These plans offer important information, guidelines and training for employees whose jobs involve potential exposure to bodily fluids and other sources of infection. These plans also set forth guidelines for the Board to maintain exposure and infection control records and related documentation. The ECP and ICP plans are reviewed annually and updated when necessary, or whenever requirements change, or when an employee is reassigned to a job with risk of exposure.
- C.** Job Exposure Identification: The Board has identified jobs that inherently carry risk of exposure to bloodborne pathogens and for which universal precautions are to be applied to mitigate risk of contracting a bloodborne or other serious infectious disease. Generally, these jobs involve work with individuals, and other jobs which either, directly or indirectly, exposes the incumbent to blood, saliva and other bodily fluids or other potentially infectious materials.
- D.** Jobs may also inherently include risk of exposure when an employee risks injury by working on, or with, equipment and tools, when lifting, holding or moving individuals, or when otherwise lifting, holding, work jointly, beside or in close physical contact with coworkers others to accomplish job duties.
- E.** Engineering Controls: The Board has adopted “engineering” controls to isolate or remove hazards from employees and to minimize exposure to blood or other potentially infectious materials.
- F.** Work Practice Controls: Work Practice Controls involve alterations in the manner in which a task is performed in an effort to reduce the likelihood of exposure to blood or other potentially infectious materials. Work practice controls include the following.
  - a.** If an employee has a known or open wound and is working with coworkers or individuals when performing job duties, the wound should receive proper medical attention, including bandage or wrap that will control and localize distribution of body fluid.
  - b.** In the event that an employee is exposed to bodily fluids, the employee is to, as soon as possible following contact with the fluid, wash hands and all body parts that were exposed to the fluid. Likewise, hands and body parts are to be washed as soon as possible after removing protective gloves and other protective clothing.
  - c.** All personal protective equipment should be removed immediately, or as soon as possible, upon leaving the work area, and placed in an appropriately designated area or container for storage, washing, decontamination or disposal.
  - d.** Used needles and other sharps shall not be sheared, bent, broken, recapped or resheathed by hand. Promptly and properly dispose of all sharps in a sharps container.
  - e.** All procedures involving blood or other potentially infectious materials shall be performed in such a manner as to minimize splashing or spraying.

This list is illustrative only. Employees are provided more specific and comprehensive training to ensure full and proper understanding of practices that are to be followed to mitigate risk of exposure to bloodborne pathogens and other infectious materials.

### **Personal Protective Clothing and Equipment**

- A. The Board provides personal protective equipment to be used by employees to protect themselves from direct exposure to blood or other potentially infectious materials. Examples of personal protective equipment includes gloves, gowns, fluid-resistant aprons, head and foot coverings, face shields or masks, eye protection, mouthpieces, resuscitation bags, pocket masks, and other ventilation devices when there is potential for exposure to blood or other potentially infectious materials.
- B. The Board shall provide appropriate personal protective equipment relevant to the job and the assigned job task. Likewise, the Board will provide training to employees regarding when and how personal protective equipment is to be used.
- C. Gloves, masks and other personal protective equipment that is worn shall be removed as soon as possible after risk of exposure is no longer present, and placed in an appropriately designated area or container for storage, washing, decontamination or disposal.
- D. The Board will repair and dispose all personal protective equipment as needed. Utility gloves may be cleaned and disinfected for reuse provided the gloves show no signs of deterioration.

### **HBV Vaccination**

- A. The Hepatitis B Virus vaccination is offered, at no cost, to any employee whose job involves risk of directly contacting blood or other potentially infectious materials. The HBV vaccination is offered within ten days after assignment to a job that involves risk of exposure.
- B. Each employee whose job presents risk of exposure will be provided training on HBV Vaccinations before being given the option of signing a statement to authorize or decline the vaccination. An employee may also choose to have a series of three inoculations at a later date.

### **Post-Exposure Evaluation and Follow-Up**

- A. Following a report of an exposure incident, the Board shall make available to the employee who was exposed, a confidential medical evaluation and follow-up of the incident.
- B. The Board will document the route of exposure, HBV and HIV status of the source of exposure, if known, and the circumstances under which the exposure occurred.
- C. The Board will notify the source of the exposure and attempt to obtain consent to collect and test the source's blood to determine the presence of HIV and/or HBV infection.
- D. The Board shall offer to collect a blood sample from the exposed employee as soon as possible after the exposure incident for the determination of HIV and/or HBV status
- E. The Board shall offer repeat HIV testing to exposed employees six weeks post-exposure and on a periodic basis thereafter (12 weeks and 6 months after exposure).

### **Infectious Waste Disposal**

- A. All infectious waste shall be placed in closable, leak proof containers or bags that are appropriately tagged to comply with 29 CFR 1910.145(f) with the word "BIOHAZARD" or biological hazard symbol on the tag.
- B. All employees should notify their immediate supervisor before discarding infectious waste in a container or trash can so appropriate labeling can be administered.
- C. Disposable syringes, needles, and other sharp items shall be placed in puncture-resistant containers for disposal.

- D. Double-bagging prior to handling, storing and/or transporting infectious waste is necessary if the outside of a bag is contaminated with blood or other potentially infectious materials.
- E. Lab specimens of body fluids shall be transported in a container that will prevent leaking and disposed of in accordance with institutional policies and regulatory requirements.

**Housekeeping Practices**

- A. The Board will assure that the workplace is maintained in a clean and sanitary condition.
- B. Housekeeping employees, or any other assisting employees, are required to wear appropriate personal protective equipment including general purpose utility gloves while cleaning blood or other potentially infectious materials and during decontamination procedures.
- C. Initial clean-up of blood or other potentially infectious materials shall be followed with the use of an approved hospital chemical germicide that is tuberculocidal or a solution of 5.25 percent sodium hypochlorite (household bleach) diluted between 1:10 and 1:100 with water.

**Training and Education**

- A. The Board provides training for all employees whose job involves exposure to blood or other potentially infectious materials. Training will include at least the following elements. An explanation of the:
  - a. epidemiology and symptoms of HBV and HIV;
  - b. modes of transmission of HBV and HIV;
  - c. Board's infection control program;
  - d. use and limitations of methods of control that may prevent or reduce exposure including universal precautions, engineering controls, work practices, and personal protective equipment;
  - e. basis for selection of personal protective equipment;
  - f. HBV vaccine including its efficacy, safety and the benefits of being vaccinated;
  - g. procedure to follow if an exposure incident occurs, method of reporting the incident, and medical follow-up that will be made available;
  - h. signs, labels, tags and/or color-coding used to denote biohazards;

**Recordkeeping**

- A. The Board will track each reported incident of exposure to blood or other potentially infectious materials.
- B. Training records are retained for a period of three years from the date on which the training occurred.
- C. Medical records resulting from occupational exposure are retained for the duration of employment plus thirty years.
- D. Any illness or injury resulting from exposure to blood or other potentially infectious materials shall be recorded on the annual OSHA 200 log .

## Introduction

- A. The Board complies with the Occupational Safety and Health Act Communication Standard, Title 29 Code of Federal Regulations (Right-to-Know Rule) and the Ohio Public Employment Risk Reduction Standards. Accordingly, it has compiled a list of hazardous chemicals used by the Board, it uses Material Safety Data Sheets (MSDS); ensures that containers with hazardous materials are labeled; and provides training to employees regarding hazardous condition and/or equipment defect reporting procedures.
- B. The Hazardous Communication Plan applies to Departments and operations of the Board where employees may be exposed to hazardous substances under normal working conditions or during emergency situations.
- C. This plan ensures that employees are informed of the contents of the Hazard Communication Standard, the hazardous properties of chemicals with which they work, safe handling procedures, and measures to take to protect themselves from the hazards of these chemicals. Employees are also informed of the hazards associated with non-routine tasks.
- D. The Board's Program Safety Committee will review and update this Hazard Communication Plan as necessary. Copies of this written program can be obtained through the Superintendent's office.

## Hazard Determination

- A. The Board relies on the Chemical Manufacturer's Material Safety Data Sheets (MSDS) for the hazard determination. Companies, which manufacture hazardous chemicals or materials, are responsible for developing an MSDS and for modifying the sheets as needed.

## Hazardous Container Labeling

- A. The following labeling system is used by the Board.
  - a. Chemical manufacturer's labeling system.
  - b. HMIS (Hazardous Material Inventory System), if used. If a chemical manufacturer changes to HMIS; the Board will adopt at that time and revise this plan.
  - c. Any other type of system used such as color coding, etc., may be considered and/or implemented at a later date.
- B. The Maintenance/Custodial Staff will verify that all containers received for use:
  - a. is clearly labeled as to the contents;
  - b. notes the appropriate hazard warning;
  - c. lists the name and address of the manufacturer; and
  - d. ensure that any of the above information that is not on containers is posted on MSDS.
- C. No container will be released for use until the above data is verified, and the container has been appropriately labeled.
- D. The Maintenance/Custodial Staff will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with the generic labels which have a block for identity and hazard warning. In addition, the supervisor will ensure that all hazardous chemicals in their area remain properly labeled by instructing employees to leave labels on any item used. In the event that an unlabeled item is discovered, that item should immediately be brought to the attention of the Maintenance/Custodial Staff. The Maintenance/Custodial Staff will ensure that appropriate personnel will label the item in question.

## **Material Safety Data Sheets (MSDS)**

- A.** A copy of MSDS for all hazardous chemicals to which employees of the program may be exposed is kept at each facility. MSDSs will be available to Board employees for review during normal working hours. If MSDSs are not available or new chemicals in use do not have MSDSs, the Superintendent or designee shall be notified immediately.
- B.** The Superintendent or designee is responsible for ensuring that all MSDSs have been received and are current. All significant and new information will be posted and shared immediately upon receipt. If an MSDS is not received with the first shipment of a hazardous chemical, the following methods will be used to obtain an MSDS.
  - a.** A telephone call will be made to the manufacturer or distributor requesting an MSDS.
  - b.** A letter requesting an MSDS will be sent to the manufacturer or distributor of the hazardous chemical. A copy of this letter will be kept on file with the Superintendent or designee.
- C.** Manufacturers or distributors failing to provide MSDS's will be considered as failing to meet contractual requirements. This statement shall appear on purchase orders or offers to bid.
- D.** No new product of a hazardous nature will be accepted in the workplace without an MSDS on file or accompanying the shipment. Material Safety Data Sheets are required prior to any hazardous materials being brought into the Board's facilities by other employers and their employees, including employee-owned and sample material.

## **Staff Training and Information**

- A.** The Superintendent is responsible for ensuring that all employees receive training in the proper handling of hazardous materials that they come into contact with while working on Board business. Prior to starting work each new employee of the program will attend a health and safety orientation and will receive information and training on the following:
  - a.** An overview of the requirements contained in this Hazard Communication Plan.
  - b.** Chemicals present in the employee's workplace and operations.
  - c.** Location and availability of the Board's written hazard communication program.
  - d.** Physical and health effects of the hazardous chemicals.
  - e.** Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area.
  - f.** How to mitigate or prevent exposure to these hazardous chemicals by using control/work practices and personal protective equipment.
  - g.** Steps the Board has taken to lessen or prevent exposure to these chemicals.
  - h.** Safety emergency procedures to follow if they are exposed to these chemicals.
  - i.** How to read labels and review MSDS's to obtain appropriate hazard information.
- B.** After attending the training class, each employee will sign a form verifying they attended the training, received the Board's written materials, and understood the Board's policies on Hazard Communication and Health and Safety. Each supervisor is required to follow-up the training by ensuring that each employee in the supervisor's unit understands the information they receive. Any time that an employee's job duties and/or essential functions change, that employee will be notified in writing of any potential hazardous items/material that they may encounter in the new job assignment. Any employee who requests further information and/or training will be reasonably provided the information that is sought.
- C.** Prior to a new hazardous chemical being introduced in a department or operation, each employee in that department or operation will be provided the information as outlined in paragraph A of this section. The Superintendent or is responsible for ensuring that MSDS's on the new chemicals are available.
- D.** Quarterly safety meetings are held and hazardous materials used will be discussed.

- E. A 24-hour emergency medical facility is used in the event of exposure. Each supervisor is responsible for coordinating transportation for the injured worker and, if possible, provides an appropriate MSDS to the medical personnel.

### **List of Hazardous Chemicals**

- A. A list of all known hazardous chemicals are used by Board staff is kept in the Superintendent's or designee's office.
- B. Further information on each noted chemical can be obtained by reviewing material safety data sheets (MSDS) located in each facility.

### **Hazardous Non-Routine Tasks**

- A. Periodically, employees are required to perform hazardous non-routine tasks. Examples of tasks that could be considered non-routine include tasks such as applying sealants, disinfectants, cleaning and other functions which involve the use of hazardous materials.
- B. Prior to starting work on a non-routine assignment, each affected employee will be given information by the employee's supervisor regarding hazardous chemicals to which the employee may be exposed to during the assignment. This information will include:
- a. Chemical hazards;
  - b. Protective/safety measures the employee can take and those measures required by Board;
  - c. Measures the program has taken to mitigate the risk of exposure to hazards including ventilation, respirators, presence of another employee, and emergency procedures.

### **Informing Contractors**

- A. The Superintendent or designee will provide contractors with the following information:
- a. Hazardous chemicals to which they may be exposed while on the job site, including pest control spray when applicable;
  - b. Precautions they may take to lessen the possibility of exposure by usage of appropriate protective measures;
  - c. Steps the program has taken to mitigate risk of exposure;
  - d. MSDS's for all hazardous materials are at each facility; and
  - e. Procedures to follow if they are exposed.
- B. The Superintendent or designee will ensure that contractors are given access to MSDS's, if needed.
- C. The Superintendent or designee will require material safety data sheets prior to any contractor bringing hazardous materials into the Board's facilities. The designee will alert the Superintendent of any hazardous materials entering the Board.
- D. No hazardous materials will be introduced into the workplace by vendors, sales people, frequenters, or an employee without MSDS's to forewarn users of this material. Supervisors are accountable for enforce this policy. Any violations will be brought to the immediate attention of the Superintendent, the Superintendent's designee and the Safety Committee.

### **Exposure**

- A. Any person that has been exposed to hazardous material while engaging in program activities or when on Board property will be instructed on Board procedures by a supervisor. Employees are responsible for notifying their supervisor or the Superintendent immediately if an individual is exposed.

## Introduction

- A. The Board fully recognizes the challenges in meeting the complex health care needs of persons with developmental disabilities. The Board acknowledges that services must be provided to meet these needs according to the individual's capabilities and to encourage them to achieve maximum functioning in the least restrictive environment(s). However, by so doing, the health and nursing care needs of individuals shall not be compromised.
- B. The Ohio Board of Nursing has the authority to regulate the practice of nursing so as to protect the health and safety of the public. Furthermore, the provision of nursing care by unqualified persons is not in the best interest of public health, safety or welfare.
- C. It is the position of the Board, in concert with the Board of Nursing and the Ohio Department of DD, that the promotion of safe and accessible nursing care can incorporate the trained unlicensed worker; and that the changes in the health care environment have, and will, continue to alter the scope of nursing practice and its relationship to the activities delegated to the trained unlicensed worker.

## Administrative Procedures

- A. Eligibility for Delegation of Nursing Training and Responsibilities.
  - a. The employee must have a high school diploma or a GED equivalency.
  - b. Prior to receiving the training, the Board will conduct a background check of each employee through the Nurse's Aide Registry and the Bureau of Criminal Identification and Investigation. (If an employee has already had a BCI check, the employee may sign a waiver that they have not had any convictions since their last check.) If the results of these investigations indicate any prior convictions, the employee shall not be permitted to enter training. When an employee is refused training, the Board shall conduct a hearing as per Ohio Department of DD rules.
  - c. Before any employee gives or applies medications or performs nursing tasks, the employee shall meet the performance standards of the training module(s) as specified in the rules of the Ohio Board of Nursing and of the Ohio Department of DD.
  - d. When giving or applying medication or performing a nursing procedure, the employee shall utilize the universal precaution concept and shall take all possible measures to reduce the risk of exposure to and the spreading of communicable diseases. Procedures to reduce the risk include use of gloves and other techniques applicable.
  - e. An employee is not liable for any injury caused by the prescribed medication or delegated nursing tasks if all of the following are the case:
    - 1. Prior to giving or applying the medication or performing the nursing task, the employee receives a copy of the authorization and any revised statements;
    - 2. The employee gives the prescribed medication or performs the delegated nursing task according to methods taught;
    - 3. The employee does not act in a manner that constitutes wanton or reckless misconduct.

## **Authorization**

### **A. General Requirements:**

- a.** Written authorization must be signed by the physician and parent/guardian in the possession of the nurse, prior to giving or applying any medications or performing any nursing procedure to an individual by any employee.
- b.** Nursing and other authorized employees are not permitted to assume the responsibility for giving/applying any medication or completing any nursing procedure unless a written authorization is received.
- c.** Written authorization is valid for one year only. At the end of that time a new authorization must be received.
- d.** Any change of medication/medical procedure requires a new authorization card to be submitted.

### **B. Written authorization shall contain the following:**

- a.** The name and address of the individual;
- b.** The facility/shift in which the individual is enrolled;
- c.** The name of the medication and dosage to be given or applied or procedures and a description as required;
- d.** The times or intervals at which the medication is to be given or applied or nursing task performed;
- e.** Possible severe adverse reaction or side effects which should be reported to the health care professional;
- f.** Telephone number of the health care professional or other method of contact in case of an emergency;
- g.** Special instructions including storage and sterile technique requirements;
- h.** Date when medication or medical procedure is to begin;
- i.** Date when medication or medical procedure is to cease;
- j.** Date of request.

**C.** A section of the authorization is to be completed and signed by the individual's parent/guardian and residential provider authorizing Board personnel to give or apply the medication or perform the nursing procedure as instructed by the health care professional, and agreeing to deliver the medication in an approved container or all the required nursing procedure supplies to the proper facility; to notify the proper facility if the medication, the dosage, or the procedure is changed or the procedure is eliminated. If the individual is his or her own guardian, the individual should also sign this authorization.

**D.** A section of the authorization is to be completed and signed by the Superintendent indicating persons authorized to give or apply medications or perform nursing procedures.

**E.** In a rare emergency situation, orders for a change in medications/nursing procedures can be made when the registered nurse discusses this change directly with the health care professional over the telephone. All contacts with the health care professional for change of orders shall be communicated with the supervisor. Only the registered nurse can implement this change and writes that verbal order on the authorization page. The written authorization from the health care professional must arrive within five working days.

**F.** When giving or applying medication or the performing of a nursing task has been delegated to an employee, the employee shall have a copy of the authorization and any revisions.

### **Delivery and Storage**

- A. The parent/guardian/residential provider shall be responsible for providing all medications (except residential programs operated by the Board) and equipment needed for identified medical procedures. All medications shall be sent in a container with the original pharmacy label.
- B. All medications sent in with an individual on Board transportation shall be signed over to the bus driver, who shall maintain it in a safe location throughout the ride and shall sign over the medication directly to staff that have been trained in delegation of nursing procedures. Once the medication has arrived, it shall be maintained in a safe and secure area in a locked box.
- C. Parents/guardians/residential providers are encouraged to send enough medication for one week, but no more than two weeks. The supply of medical equipment as applicable to certain nursing tasks can be sent in on a month's supply proportion, the nurse shall notify the parent/guardian or residential provider when more medical supplies (ex., dressings, tape, etc.) are needed.

### **Supervision of the Delegated Task**

- A. The nurse and Administration shall determine if supervision of the delegated task shall be on a direct or indirect basis.
- B. If indirect supervision is provided, the nurse shall be provided with a beeper and the phone number of the beeper shall be located at all phones so that the nurse can be contacted in an expedient manner.
- C. If on-site supervision is provided, employees shall have immediate access to an intercom phone with capabilities of immediately broadcasting the need for the nurse.
- D. Communication between the delegating nurse and the unlicensed trained employee shall occur at least monthly and documentation of such shall be maintained by the nurse.

### **Self-Administration**

- A. Self-medicating by an individual will only be encouraged if the IEP or IP team is in full agreement that self-medicating is appropriate and the medical doctor signs whether the individual is capable, in the doctor's opinion, of self-medication.
- B. When an individual is in the process of learning how to independently self-administer medication, this shall become an objective on the individual's annual IEP/IP.
- C. When the individual is able to complete the self-medication process, the parent/guardian shall relieve the program of the responsibility to monitor the administration or taking of the dosage and shall agree to hold the Board harmless. This must be in writing and signed by the parent/guardian, and filed in the permanent record.
- D. Teaching the individual to self-administer medication should be encouraged.

### **Reporting Errors**

- A. Any error in giving or applying of medication or completing a specified nursing task shall be reported to the nurse immediately. The nurse shall take emergency procedures as indicated.
- B. Documentation required by the nurse shall be fully completed.
- C. The nurse shall notify the parent/guardian/residential provider and medical doctor of the error in a timely manner.

### **Acceptance of PRN (as needed) Orders**

- A. PRN orders can be accepted for an individual only, and must follow the same procedures as any medication or medical procedure.
- B. PRN orders can be delegated if nursing judgment indicates such and it is within the criteria of Ohio Board of Nursing rules.

### **Over-the-Counter Medications**

- A. All over-the-counter medications shall be treated the same as prescriptive ones. (Medical doctor must authorize all over-the-counter medications.)

### **Training Requirements**

- A. Training and retraining of the nurses and employees shall be conducted as specified in the rules of the Ohio Board of Nursing and the Ohio Department of DD.

### **Certification of Training**

- A. Certification of training of completion of the "Train the Instructor Program" for registered nurses shall be maintained in their certification file.
- B. Documentation of successful completion of either the medication or the nursing procedures training shall meet requirements of the rules of the Ohio Department of DD and shall be maintained in the employee's certification file.
- C. Documentation of completion of retraining and return demonstration shall be maintained in employee's certification files.
- D. Teaching the individual to be able to self-administer medication should be encouraged.

### **Documentation of Completion of Task**

- A. Documentation for each time a medication is given or applied, or a nursing procedure is completed, shall be maintained as required by the delegating nurse.
- B. This documentation shall be checked by the nurse on a regular basis.

### **Delegation**

- A. Documentation of the delegation to perform nursing tasks, inclusive of the giving and/or of prescribed medication, shall be maintained in the individual's health file and shall meet rules of the Ohio Department of DD.
- B. Whenever possible this documentation should be attached to the Individualized Program Plan of the individual.

### **Nursing Standard Operating Procedures**

- A. Each delegated nurse shall maintain an up-to-date manual of standards which specifies and details daily and routine operations. This manual shall be shared with all employees who give or apply medications or who perform nursing tasks.

# Section 11

# CONDUCT



## **General Policy**

- A. The Board is committed to creating and maintaining a professional workplace free from any form of harassment. Each employee is accountable for doing his or her part in creating a workplace where coworkers and all other job contracts are treated professionally and with respect. Therefore, it is against policy and illegal to harass a coworker, or any other person on the basis of sex, race, color, religion, national origin, age, disability, or other personal characteristics of that person.
- B. The Board deals promptly and firmly with any type of workplace harassment that it identifies to be occurring, or has occurred within the workplace.

## **Scope of Harassment**

- A. Harassment can involve co-workers, supervisors, vendors, or members of the general public. A harasser can be male or female, and can involve persons between the same or opposite sex.
- B. This policy covers not only behavior that occurs while working, but also behavior at Board-sponsored social events, whether on or off of Board property. Harassment can also include interactions that occur on an employee's own time when the behavior impacts or has the potential to impact the workplace or the Board's reputation as a respected leader within our community.

## **Hostile Work Environment & Quid Pro Quo Harassment**

- A. There are two broad types of behavior that constitute harassment and therefore would be in violation of this policy.
  - a. **Hostile Work Environment:** This form of harassment occurs when sexually-oriented conduct is unwelcome and creates an offensive, hostile, or unpleasant working environment that interferes with an employee's work performance. Therefore, it is against policy for any employee, male or female, to harass another person by making unwelcome sexual flirtations, advances, or propositions or by creating an intimidating, hostile, or offensive working environment through verbal comments or abuse, or physical conduct of a sexual nature. Examples of a hostile work environment are illustrated below.

### **Verbal Harassment**

1. Repeated sexual innuendo or comments; sexual, racial or otherwise demeaning names; obscene, off-color or racial jokes; suggestive sounds, lewd remarks and offensive language;
2. Unwanted sexual propositions; persistent, unwanted sexual or romantic overtures;
3. Ridicule, insults, slurs, threats, and demeaning names;
4. Unwelcome, non-business, and repeated telephone calls, texting, e-mailing, or other forms of messaging another employee.

### **Non-Verbal Harassment**

1. Offensive, abusive or sexual content in letters, notes, faxes and e-mail;
2. Displaying pornographic, sexually-suggestive, racial or offensive material, pictures, calendars, graffiti or cartoons;
3. Making obscene or threatening gestures;
4. Unwelcome gifts, flowers or offers of money to another employee;
5. Subtle or overt pressure for sexual favor.
6. Unwelcomed social media posts that are in violation of this policy.

### **Physical Harassment or Other Pervasive Action**

1. Unwelcome or coercive touching including hugging, massaging, squeezing and tickling;
2. Unwelcome or coerced kissing or pressure for sexual relation;
3. Stalking or unwelcome attention of a personal nature.

This policy does not prohibit generally accepted, pleasant, friendly and mutually accepted interactions or mild flirtations between coworkers, in so far as such interactions are welcomed, and no reasonable person is offended.

- b. Quid Pro Quo:** It is against policy for a supervisor to make any promise or implication of a preferred benefit or term of employment based on agreement to submit to sexual advances, such as assignment of the employee to a desired job, the granting of a pay raise, a positive performance evaluation or promotional advancement. Conversely, it is against policy for a supervisor to threaten an employee, deny a benefit, pay increase or otherwise threaten, or take an adverse employment action against an employee for failing to submit to sexual advances. Examples of Quid Pro Quo harassment are as follows.
1. In exchange for sexual favors, a supervisor promises a coworker a promotional position, a pay raise, or other benefit of employment.
  2. Unless a coworker submits to sexual favors, a supervisor threatens to fire a coworker, or reassign a coworker to a less favorable assignment.

*Examples of hostile work environment and Quid Pro Quo harassment are illustrative only, and are not all-inclusive. All forms of harassment are prohibited, whether listed or not.*

### **Third Party Harassment**

- A. A hostile work environment can be created by the behavior of a third party, such as a vendor, contractor, consultant, business representative, member of the general public or any other person.
- B. If an employee experiences harassment from a person who is not employed by the Board, the employee is to report the incident to the Superintendent no later than within 3 workdays from the date of the occurrence, or within 3 workdays from the time that the conduct is identified as a pattern of harassment. The Superintendent or designees will then promptly investigate and appropriately resolve the matter.
- C. If after an investigation the third party is found to have harassed the employee, the Superintendent will resolve the problem by so informing the violator and ordering the cessation of the behavior. In the case of a vendor or other entity doing business with the Board, the Superintendent may, in addition, choose to cease doing business with such person or firm.

### **Reporting**

- A. If an employee believes, in good faith, to have been sexually, racially or otherwise harassed, the employee is required to report the alleged incident, within 3 workdays after it occurs, or as soon as it is recognized to be a pattern of harassment, to the:
  - Superintendent,
  - Business Manager, or
  - Any supervisor.
- B. If a supervisor or any other employee witnesses any form of harassment against another employee or other person, that employee is required to report the incident, within 3 workdays, to any of the above specified persons.
- C. If any person receives the complaint, other than the Superintendent, that person shall promptly notify the Superintendent of the matter as soon as it is received, unless the Superintendent is a

subject to the complaint, of which case the matter is to be referred to the Governing Board President.

**D.** The Complaint will be promptly investigated and appropriately addressed.

### **Assurance of No Retaliation**

- A.** Employees are assured of no retaliation for filing a complaint of harassment made in good faith. An employee, who retaliates against another employee for filing a harassment complaint, serving as a witness, or otherwise cooperating during an investigation, is subject to disciplinary action, up to and including termination.
- B.** Reports are to be filed with good faith belief that harassment is, or has occurred. Filing an intentionally fraudulent report against another person is a very serious matter. If it is discovered that an employee has filed a fraudulent report of harassment, the employee who filed the fraudulent report will be subject to disciplinary action, up and including termination.

### **Harassment Investigations**

- A.** The Board recognizes that whether an incident or behavior violates this policy can only be resolved after an investigation and careful consideration of the facts. Harassment complaints will be investigated promptly, objectively and as confidentially as possible.
- B.** The Board also recognizes that whether an incident stems from a purely social relationship that is not discriminatory or unwelcomed, is a question that can only be addressed after consideration of the facts and circumstances. Accordingly, employees are advised to refrain from any and all activities or behaviors that could be construed to be unwelcomed or harassing.
- C.** An employee being charged with harassment may be placed on administrative leave with pay pending the outcome of the investigation.
- D.** Employees are expected to fully cooperate during a harassment investigation and are prohibited from willfully hindering the investigation.
- E.** If, after an investigation, there is reason to believe that an employee has engaged in behavior contrary to this policy, the employee will be subject to appropriate disciplinary action, up to and including discharge in accordance with the Discipline policy specified in this manual. Bargaining unit members will be subject to disciplinary action up to and including discharge in accordance with Article 21 of the current labor contract.

### **Awareness and Training**

- A.** Each new employee, as part of the new employee orientation program, will receive a copy of this policy. Likewise, employees, during the course of employment, will receive periodic training regarding this issue to promote understanding, and to communicate employees' responsibilities and protections.

## Introduction

- A. This social networking policy provides guidance to employees for making informed decisions about their personal postings on the Web, and when these postings might violate this policy or other policies in this manual.
- B. Each employee is responsible following this policy and may be held accountable for what the employee posts on online, regardless if the posting is made on a Board computer or on an employee's personally-owned computer; or on the employee's work or personal time.
- C. When postings are made for public access on the Internet, without settings set to privacy, any person may view the posting. Accordingly, when making a public post, an employee shall have no expectation to a right of privacy. If an employee wants to keep his posting private, the employee should limit access to only those persons who the employee approves and authorizes.
- D. Social media postings may be viewed by the any person employed by or associated with the Board. If an employee believes that an online communication violates a Board policy, then the employee should immediately report the communication to his or her supervisor.

## Proper Use of Social Media

- A. The following guidelines are intended to help each employee decide whether or not a posting complies with this policy. Employees:
  - are expected to review, know and follow all policies in this manual when they make an on-line posting. Particular policies include but are not limited to policies pertaining to ethics, confidentiality, harassment, and those that prohibit any form of illegal discrimination, threats, menacing, or stalking toward others. While employees are entitled to express opinions and ideas, employees have a responsibility to not violate Board policies or negatively affect Board operations or any of its employees, individuals, and/or Governing Board members.
  - are not to engage in any illegal Internet activity. Any conduct that would be illegal "offline" is illegal when it occurs online.
  - may not post personal health or medical information about any coworker, Governing Board member, official, or any other person connected with the Board.
  - release confidential information and/or photos related to individuals served, their families, guardians, and caregivers including but not limited to medical information and diagnoses.
  - release personal information and photos of coworkers and Governing Board members, such as their names, home addresses, and phone numbers.
  - shall not make any postings that could reasonably be viewed as being malicious, vulgar, obscene, threatening, intimidating, harassing or disparaging to coworkers, Governing Board members, officials, persons who are recipients to Board services, or any other person associated with the Board.
  - may not make a posting that is harmful to the reputation of the Board as a professional and respected public agency.
  - are prohibited from spreading rumors about coworkers, Governing Board members, officials, persons who are recipients of Board services, and other persons associated with Board, or posting of information about the Board or any person associated with it that the employee knows to be false.

- are not to complain or vent in a public forum about coworkers, Governing Board members, officials, persons who are recipients to Board services, and other persons associated with the Board. Employees should keep in mind that work related problems and complaints are more likely to be satisfactorily resolved internally through the informal open door policy, or the Complaint Procedure or the Grievance procedure for bargaining unit employees, rather than by publically venting or seeking resolution through an Internet posting.
  - Make negative comments about a coworker's ability to perform job responsibilities, or which can negatively impact on a coworker's ability to effectively perform job duties;
  - are prohibited from using cameras and video recording devices including the technology available through cell phones, tablets, and any other electronic devices on Board property, and are prohibited from posting videos and pictures on the Internet that in any way pertain to employment or business operations of the Board.
  - are not permitted to display any Board logos or other proprietary information as part of any personal posting, or post or share any copyrighted publications, logos or images that are trademarked.
  - may not disclose information that is confidential under the Ohio Public Records Act, or which is otherwise considered by the Board to be sensitive information and which is not open to public disclosure except through a public records request.
  - may not disclose any information about pending legal matters in which the Board is involved, and any information protected by attorney individual privilege, or post any communication which could potentially result in a civil or criminal cause of action against the Board, or which is slanderous or defaming to the Board.
  - may not represent any opinion or statement made on the Internet as the policy or view of the Board, or of any agent of the Board, unless specifically authorized to do so by the Superintendent, in writing. If there is a question as to whether a posting could be construed to be representing the Board, the employee is to expressly state that their comment is their own opinion and not the opinion of the Board.
- B.** Nothing in this policy shall be construed to prohibit employees from posting and discussing matters on the Web, on sites set to private so to limit public access, with coworkers, representatives, and others regarding their terms of employment with the Board working conditions, wages, benefits and other matters which may be protected by applicable law.

### **Definitions**

- A.** Social Media: User-created video, audio, text or multimedia that are published and shared in an electronic environment, including but not limited to blogs, wiki's, instant messaging, YouTube, and social networking sites such as Facebook, My Space, LinkedIn, Twitter, and Flickr.

## **Introduction**

- A. The Board strives to provide a productive and friendly work environment. Unrestricted sales within our work place can unduly interfere with business operations and individual services, and can risk protection of individual rights and confidentiality.
- B. Accordingly this policy provides reasonable guidelines for managing sales activities and distribution of sales materials and products that may occur within our workplace.

## **Sales Representatives and Other Non-Employees**

- A. The Board strives to provide a productive and secure working environment for its employees, and therefore prohibits the solicitation and sale of any item or service on its premises by any outside sales representative or other person who is not employed by the Board. Likewise, the Board prohibits distribution of sale products or materials, sales pamphlets, handouts, and other items by a non-employee on the Board's premises.
- B. A no-solicitation sign is posted at each public entrance to inform sales persons and others of this policy.
- C. Exceptions to this policy are made for sales representatives who sell supplies, materials, and services that are integral for the conduct of Board business operations and services. These sales persons are permitted to sell and distribute their materials on Board property. However, the Superintendent has the authority to limit and select the sales representatives for whom access is granted. Sales representatives are expected to typically set an appointment with the management prior to meeting so to avoid unnecessary disruption to service and business activities.
- D. Should a sales representative or other non-employee be found to be soliciting or distributing materials or items on Board premises in violation of this policy, employees are authorized to respectfully inform that person of the provisions of this policy. Should that person continue to fail to comply with this policy, the employee is to inform the Superintendent or the employee's supervisor who will appropriately resolve the matter.

## **Charitable Solicitations**

- A. The Board may permit charities to solicit contributions on the premises with prior permission from the Superintendent, but only for a defined limited time period.
- B. Except as otherwise prior approved by the Superintendent, all other solicitations of funds or signatures, membership drives, and offers for the sale of merchandise or tickets by charitable persons or groups, not associated with the Board, are prohibited.

## **Employees Wishing to Solicit or Distribute Materials or Items**

- A. Employees are permitted to offer sale items to coworkers, or distribute sales materials or products during non-working time in a break room or other non-working area, provided the activity does not disturb or interfere with the work or wishes of a coworker.
- B. Conversely however, employees are prohibited from selling any item or service, or soliciting other employees for any purpose or cause during working time and in working areas. Employees are likewise prohibited from distributing any sales products, materials, sales pamphlets, handouts, and other items during working time in areas where work is being performed or is typically reserved for work or services.
- C. Employees are expected to respect the wishes of their coworkers who may express that they do not wish to participate in the sales activity during their non-working time.

- D.** At no time may an employee solicit sale of any item that could risk the health or safety of coworkers, individuals or others, which constitutes any form of illegal gambling. Employees are also prohibited from illegally selling any illicit or prescription drugs or any other illegal item, whether on or off of Board property.
- E.** Employees are not permitted to use the Board's e-mail, phones or other communication systems owned by the Board to solicit the sale of personal items.

**In General**

- A.** For purposes of administering this policy, working areas covers all areas the Board's premises which are not specifically specified as a non-working area, such as break rooms.
- B.** Non-working time includes the employee's lunch period and authorized break when the employee is completely relieved from duties. Work time is all other time that the employee is scheduled or required to work.

## **Secondary Employment**

- A.** A full-time position with Board is considered that employee's primary job, and it shall take precedence over all other employment. Although part-time employment with the Board may or may not be the employee's primary employment, the policy guidelines specified herein shall also apply to Board employees who are other than full-time.
- B.** In general, you are permitted to work a second job or in your own business, as long as these activities comply with the terms and conditions of this policy.
- C.** If you wish to accept an employment offer for a secondary job or start your own business, you are to prior notify the Superintendent, in writing, of where you would be working, the nature of the secondary employer, and what your job would entail.
- D.** Outside employment becomes a concern to the Board when the secondary job:
  - a.** presents a conflict of interest or ethical conflict with your employment with the Board;
  - b.** conflicts with the hours you are scheduled or otherwise expected to work with the Board;
  - c.** has demands that would affect the quality or quantity of work and services with the Board;
  - d.** would negatively impact the Board's reputation;
  - e.** would breach or potentially breach confidentiality standards of the Board; or
  - f.** violates any policy specified in this manual.
- E.** If the Superintendent determines that a secondary job conflicts with your primary job with the Board, the Superintendent shall so advise you, and you may choose to accept or decline employment with the secondary employer. If you decide to accept the offer of secondary employment, you will have to voluntarily resign from the Board, or you will be discharged from employment due to the conflict that secondary employment would present with your employment with the Board.
- F.** The Board specifically prohibits the practice of its employees accepting secondary employment as an agency respite provider. However, this policy does not prohibit employees from working for contract agencies that perform contracted services on behalf of the Board, provided that the employee follows the notification and other policy guidelines specified in this policy, and that such employment does not create any conflict of interest or ethics, or other form of employment conflict as described herein.
- G.** Should secondary employment be approved, the Board's computers, equipment, Internet service, e-mail, printers, fax machine, copiers, materials and supplies are for Board business use only, and may not be used for the conduct of a secondary job, or otherwise on behalf of a secondary employer. Likewise, the secondary job may not be performed during the employee's paid work time with the Board.

## **Educational Pursuits**

- A.** You may choose to take classes or pursue an educational degree during off work time in so far as such activity does not interfere with the effective and timely performance of job duties and responsibilities with the Board. You will be expected to schedule your classes so they don't conflict with your schedule with the Board.
- B.** The Board's computers, equipment, Internet service, e-mail, printers, fax machine, copiers, materials and supplies are for Board business use only and may not be used for an employee's school work. Likewise, schoolwork shall not be performed during the employee's paid work time with the Board.

## **General Dress and Hygiene Standards**

- A.** The Superintendent reserves the right to prescribe agency-wide dress and grooming standards which are in the best interest of the program. Appropriate dress standards are based on safety, ability to perform job duties with undue effort, distractibility, and image in the community.
- B.** Administrators have the right to use their discretion in accordance with their respective programs to determine what is appropriate and not appropriate for the task at hand and environment. This includes the ability to require an employee to cover tattoos, and body piercings.
- C.** Examples of prohibited dress includes but is not limited to: short shorts, miniskirts, see through garments, bare backs or midriffs, tube tops, halter tops, exposed underwear, spaghetti strap dresses/tops, muscle shirts, house slippers, and torn clothing. Also, displaying tattoos that expound sexual, racial or other offensive images are prohibited.
- D.** Supervisors will monitor staff and caution any employee whose dress mode and /or hygiene mode is not in compliance with this policy. The Superintendent and/or supervisor will send employees home to change clothing if dress is inappropriate. The Board will not pay an employee for time spent away from the job due to inappropriate dress.
- E.** Continued abuse of these standards can result in disciplinary action up to and including discharge from employment.

## **Exceptions**

- A.** Exceptions to this dress code may be made to accommodate an employee for bona fide religious reasons, in so far as the religious dress does not interfere with effective service, or the safety of the employee or others.
- B.** Occasional exceptions to these clothing standards may be approved by the Superintendent in consideration of an employee's work assignment or for other reasons such as a general casual day, special workdays, or other reasons. However, you are required to obtain approval prior to wearing clothing that is inconsistent with the standards specified in this policy. Although a clothing exceptions may be occasionally approved, you are still required to arrive to work following the grooming and hygiene standards specified in this policy.

## Permitted Political Activity

- A.** Classified employees are prohibited, by law, from engaging in specified forms of political activity. However, classified as well as all other employees are encouraged to exercise their constitutional right to vote.
- B.** Classified and all other employees are permitted to engage in:
1. registration and voting;
  2. expressing opinions, either orally or in writing;
  3. making voluntary financial contributions to political candidates or organizations;
  4. circulating nonpartisan petitions or petitions stating views on legislation;
  5. attending political rallies;
  6. signing nominating petitions in support of any person;
  7. displaying political materials on their property or homes;
  8. wearing political badges or buttons and displaying political stickers on their private vehicles [but not while on duty];
  9. serving as a precinct election official under section 3501.22 of the ORC;
  10. engaging in other political activities as permitted by law.
- C.** Classified employees, including those on authorized unpaid leave, are prohibited from:
1. Declaring candidacy and running for public office in a partisan election;
  2. Declaring candidacy and running for public office in a nonpartisan general election if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party;
  3. filing petitions to meet statutory requirements for partisan candidacy to elective office;
  4. circulating official nominating petitions for any candidate participating in a partisan election;
  5. service in an elected or appointed office in any partisan political organization;
  6. accepting a party-sponsored appointment to any office normally filled by partisan election;
  7. campaigning by writing for publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success;
  8. solicitation, either directly or in-directly, of any assessment, contribution, or subscription, either monetary or in-kind, for any political party or political candidate;
  9. soliciting the sale of, or actually selling, political party tickets;
  10. partisan activities at election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues;
  11. service as a witness or challenger for any party or partisan committee;
  12. participation in political caucuses of a partisan nature;
  13. participation in a political action committee which supports partisan activity.
- D.** Classified employees who wish to participate in political activity must prior resign from employment with the Board. Should a classified employee illegally participate in political activity, the employee will be discharged from employment.
- E.** Classified employees who desire to campaign for political offices which may not be partisan and where no declaration or political party affiliation is made, must secure the assistance of the Superintendent to request an opinion from the Lawrence County

Prosecutor regarding legality of campaigning for any such office, prior to declaring candidacy or circulating of petitions. The decision of the Prosecutor shall be final and binding.

### **Unclassified Employees**

- A. Unclassified employees are not prohibited from participating in any lawful political activity, unless precluded by federal or state laws or regulations, or otherwise is in conflict with employment with the Board.
- B. Unclassified employees are to notify the Superintendent if intending to declare and campaign for a political office. If the employee's candidacy is in conflict with the employee's job with the Board or is otherwise not in the best interest of the Board, the employee will be asked to resign. The decision of the Superintendent shall be final.
- C. The Superintendent will request an opinion of the Lawrence County Prosecutor regarding if the political office sought is in legal conflict with employment with the Board or the employee's job.

### **Use of Board Funds and Property**

- A. Board funds are not to be used for any partisan political activity.
- B. Board vehicles, equipment, supplies or facilities may not be used to influence or attempt to influence the outcome of any federal, state or local partisan election or to further the cause of a political party or candidate.

## Posting Guidelines

- A. The Board provides bulletin boards as a means to communicate Board business and information among employee and to post Board items that are of general interest to the public. Likewise, in accordance with the current labor contract, the Board provides a bulletin board in agreed upon areas of each facility/building for the Union to use.
- B. Bulletin boards are the property of the Board and materials posted on them must comply with the requirements specified in this policy. In general, materials may not:
  1. contain a personal attack upon an employee, public official, or other person.
  2. be scandalous or derogatory toward upon any employee, management, public official, governmental unit or agency, or any other person or entity.
  3. attack, or make unfavorable comments regarding a candidate for public office.
  4. promote any political agenda, except that which the Superintendent determines to be in the interest of the operations, programs and services offered by the Board.
  5. promote or pontificate any religion.
  6. be harassing, off color or which may reasonably deemed to be morally offensive.
  7. adversely reflect upon the integrity or reputation of the Board or its officials, any member of management, employee, or other person.
  8. include advertisements or solicitation for sale of products or services by any employee, person, vendor, firm or company.
  9. conflict with any policy specified in this manual.
- C. Federal and State employment notices and other legally required notices shall be posted on a bulletin board in an area that is visible to all employees. Posters are updated periodically by the responsibility regulatory agency so employees should review them periodically as management updates the posters. In general, State and Federal Posters are to inform employees regarding:
  - a. Federal equal employment opportunity laws and Ohio Civil Rights Act;
  - b. The Family and Medical Leave Act of 1993;
  - c. The Fair Labor Standards Act as applicable to State and Local Governments;
  - d. USSERA;
  - e. Americans with Disabilities Act;
  - f. State of Ohio Minimum Wage Law;
  - g. Ohio Smoking Law;
  - h. Ohio Concealed Carry Law;
  - i. Ohio Workers' Compensation;
  - j. Ohio Unemployment Compensation;
  - k. Ohio Public Employment Risk Reduction Program Act; and
  - l. Other posters issued by State or Federal regulatory or administrative agencies.

## Posting Procedure

- A. Only the Superintendent or designee is authorized to post and remove material from the bulletin board. In general, material will be posted for no longer than thirty days from the date that it was posted, except for legally required notices, training materials, or agency publications/notices that the Superintendent or designee decides should be posted for a longer period.

- B.** If you want to post material on the bulletin board, you are to submit a written request to the Superintendent or designee. The request shall contain the name of the person or group requesting to post the materials, a copy of the material to be posted, and the requested period of time the material is to be posted. The Superintendent or designee shall either approve or disapprove the request.

## **Section 12**

# **VEHICLES AND EQUIPMENT**



## **Introduction**

- A.** The Board provides equipment, furnishings and supplies needed for employees to perform their job duties. Therefore, it is not necessary nor is it permitted for an employee to use the employee's own personal equipment, furnishing or supply on the job, except with the prior approval of the Superintendent.
- B.** If approval is granted for an employee to use any personally owned equipment, furnishing or supply on the job, the employee is solely responsible for any care, maintenance, repair or replacement costs of the item.
- C.** Each employee is accountable for the security and proper care of any equipment, furnishing or supply that the employee has been assigned.

## **Equipment, Furnishings and Supplies**

- A.** Board equipment and furnishings are to be used in the manner and purpose for which they are designed. When needed, the Board provides instruction for proper and safe use. Questions regarding the safe and effective operation of equipment or tools should be directed to the employee's supervisor prior to use.
- B.** Misuse, neglect, abuse or theft of equipment or furnishings owned or provided by the Board is prohibited. Accidents that are found to have been caused due to negligence, misuse or abuse of equipment constitute a basis for disciplinary action. In addition, an employee may be required to pay for any equipment that is lost or damaged as a result of the employee's negligence, abuse or misuse. Whether, and to what extent, the employee will be assessed for loss or damage are matters that are within the Superintendent's discretion on a case-by-case basis. Theft of Board policy will result in discharge from employment, and possible criminal charges.
- C.** Employees are not permitted to loan, rent or sell any Board equipment or furnishing to any person or entity for personal gain, benefit or favor.
- D.** Employees are not permitted to use Board letterhead, envelopes and postage for personal correspondence since this use could be misconstrued as an official communication, and may be determined to be theft of Board property. Employees are also not permitted to use the Board's mailing address to receive personal mail.
- E.** Business cards and other written and electronic material that represents an employee as a representative of the Board shall only be issued by and through the Board.

## **Personal Use of Board Equipment and Supplies**

- A.** Use of Board equipment, furnishings and supplies for other than Board business is prohibited, except as otherwise specifically permitted in these policies.

## **In General**

- A. The Board provides desktop computers, cell phones, tablets, laptops, and peripherals to support business and service operations, and as tools for employees to perform duties and communicate with others regarding job-related matters. Employees are assigned only those electronic devices that are necessary to most effectively and efficiently perform job duties and communicate as determined by the Superintendent.
- B. The security and integrity of data included in these electronic devices is fundamentally important for ensuring confidentiality of individual information and confidential or sensitive business matters. Therefore, the use of these devices is reasonably monitored and controlled. Accordingly, if you have been issued any electronic device for use on the job, you are expected to understand and follow the standards set forth in this policy.

## **Ownership of Files and Data**

- A. All electronic files and information stored in Board issued electronic devices, including all e-mail, text messages and other data are the sole properties of the Board. Accordingly, the Superintendent may, at any time, and without prior notice, access and review any files or data stored in any Board owned electronic device. Authorization to access and review such data and files is limited to only the Superintendent, or any other management employee that the Superintendent specifically authorizes.
- B. Employees should have no expectation to a right to privacy as it pertains to information, data or files stored in any of the Board owned electronic devices, including e-mails and texts sent or received, web pages accessed, files created or stored on the device, or any other file, data or information.
- C. Deleting stored electronic files, data or information from a Board-owned electronic device is only to be done in compliance with the schedule issued by the Lawrence County Records Commission. You may, however, delete spam and junk mail that is received on your assigned device.

## **Data Security and Passwords**

- A. Board electronic devices are to be accessed and used only by authorized employees, except for contracted computer, network or other technicians, and other persons specifically authorized by the Superintendent.
- B. You may be given password access into the computer network and to files for which you are specifically authorized. Other devices issued by the Board may also require password access to ensure security and confidentiality. Passwords are confidential and may not be shared with any unauthorized person.
- C. Passwords are listed and stored with the IT Specialist. Should your password be changed for any reason, you are to promptly notify the IT Specialist so the password list can remain current. Access to the password list is restricted to the IT Specialist, and only those persons so authorized by the Superintendent.
- D. Upon separation from employment for any reason, or upon suspension from work as a disciplinary measure, the separating employee's password will be changed so to maintain security of the data stored in the computer network and other secured electronic devices.

## **Personal Use**

- A.** Board computers and other electronic devices are provided for business purposes. However, employees are permitted and trusted to reasonably and responsibly use Board computers and other electronic devices for personal use in so far as this use occurs only on non-working time, is not excessive, does not interfere in any way with Board services or operations, and as long as the personal use complies with all of the conditions specified in this and all other policies.
- B.** While working, employees are not permitted to engage in frequent intermittent casual, non-work related conversations with coworkers, friends, family and other persons via e-mail, texting or other forms of electronic communications.
- C.** Much data and records retained on Board electronic devices are public record, and will be released to the public when requested as a public records request. Therefore, employees are cautioned to refrain from posting and retaining any personal information onto a Board electronic device which the employee considers to personally confidential or sensitive.

## **Prohibited Use of Board Issued Electronic Devices**

- A.** The following are examples of Board issued electronic device use that is not permitted. Examples include, but are not necessarily limited to:
  - a.** downloading, accessing, viewing or sharing pornography, or transmission of any language or images of a sexual nature;
  - b.** the transmission of jokes, pictures, or other materials that are obscene, lewd, vulgar; or which are disparaging to persons based on race, color, gender, age, religion, national origin, sexual orientation, transgender or that in any way violates the Board's policy and philosophy of non-discrimination;
  - c.** the transmission of messages or other content that would be perceived by any reasonable person to be harassing or threatening;
  - d.** uses that may constitute defamation (libel or slander);
  - e.** uses that violate copyright laws;
  - f.** sharing of e-junk mail between coworkers, with individuals or with any other person; or transmission of any communication that could contain a virus;
  - g.** transmission of any commercial or profit-making activities, or for an employee's secondary employment;
  - h.** solicitation or proselytizing others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. However, per article 6 of the current labor contract, the union may use the inter-agency mail system to distribute mail for union purposes;
  - i.** accessing and participating in on-line dating sites;
  - j.** accessing or engaging in any gambling website;
  - k.** downloading, accessing or playing Internet games;
  - l.** accessing website that is illegal, or using any electronic device for illegal purposes;
  - m.** using a cell phone, tablet or other electronic device with photo or video capability to take work place pictures or videos for any non-job related reason, including but not limited to the taking personal pictures or videos of business records, activities, coworkers, and other persons.
  - n.** accessing any website or using any electronic device in a manner that directly or indirectly violates any policy in this manual.
- B.** In the educational setting, an employee is required to report any actions by individuals, which would violate the individual "Acceptable Use Internet Policy" to the Principal or Administrator.

### **Transmission of Confidential or Sensitive Information**

- A. If confidential or sensitive information must be transmitted by e-mail, it must be done with caution to ensure that it is sent only to the authorized party, thereby minimizing the risk of disclosure to unauthorized parties inadvertently or purposefully intercepting the message.
- B. If an employee receives an electronic transmission from a coworker or other Lawrence County employee that is contrary to this policy, the employee receiving the e-mail is expected to immediately inform the Superintendent without disclosing or sharing it with coworkers or any other person.
- C. If a sender does not work for the Board but is personally known to the recipient, the recipient will be required to inform the sender to immediately cease sending inappropriate transmissions to the employee on a Board issued electronic device. Repeated violations will result in the sender being blocked from the system. If the sender is not personally known by the employee, the sender is to be blocked from the system on the first offense.
- D. Employees should not attempt to gain access to another employees' e-mail, voice message, or other information stored in the employee's assigned electronic device. Such messages and information shall be shared and accessed by only authorized employees.

### **Software, Downloads and Peripherals**

- A. The Board purchases or leases software and licenses which it determines necessary for business. Accordingly, installation or use of personally owned or borrowed software programs in Board issued electronic devices is prohibited.
- B. An employee may download job-related information and material from the Internet as needed to perform job duties. When downloading job information, employees are to take precautions to access and download materials only from trusted websites.
- C. Prior to using downloaded materials, employees must ensure compliance with copyright, patent and trademark laws and regulations. Employees are not permitted to violate any software license owned or leased by the Board, or any copyright, patent or trademark laws. Questions regarding the appropriate and legal use of such materials shall be directed to the Superintendent.
- D. The Board provides printers, backup systems and other peripheral equipment to interface with the computer network and other electronic devices. Therefore, employees are prohibited from installing personally owned peripheral equipment onto any Board computer, network or any other Board issued electronic device.

### **Landline Telephones**

- A. Business landline phones are to be answered promptly and courteously, and missed calls are to be promptly returned. When leaving a voice mail message, employees are expected to be courteous, professional and compliant with the standards established in this and other policies.
- B. Business telephones are generally reserved for work purposes. Although limited personal use of a business landline phone is permitted, personal calls are to be infrequent and short in duration so to not unnecessarily tie up the phone lines. Rather, employees should make any personal calls on their personal cell phones. During the employee's workday, however, personal cell phone calls should be made or received only during an authorized lunch or work break, except in emergency situations.
- C. Business landline telephones are not to be used to make toll calls, or other calls that incur charges to the Board.

### **Removal of Electronic Devices from the Board's Premises**

- A. Laptops, portable projectors, tablets and other electronic equipment that are designed and intended for transport may be removed from the Board's premises, but only for official Board use. This equipment is to be promptly returned after use.
- B. Cell phones that are issued to an employee may be removed from the Board's premises at the end of the employee's workday, and shall be taken back to work on the next scheduled work fully charged so to be available for work communications.
- C. Stationary computers, peripherals, software, files and computer supplies shall not be removed from Board property except if specifically authorized in advance by the Superintendent. Unauthorized removal of such items may be considered theft of property, and subject the employee to termination and possible criminal prosecution.

### **Maintenance, Upgrading and Repairs**

- A. Repairing, upgrading or otherwise modifying electronic device hardware or software, or any peripheral equipment shall only be performed with the Superintendent's prior approval, and by technician so authorized.

## **General Guidelines**

- A. The Board provides equipment, tools and supplies needed to perform job duties and responsibilities. Except as otherwise prior approved by the Superintendent, in writing, you are not permitted to use your personal equipment or other property to perform job duties.
- B. You are permitted to bring personal items into work including pictures of family members, desk accessories, wall decorations and other items; however these personal items must comply the terms of this policy and other policies specified in this manual. More specifically, personal items brought into work may not:
  - 1. pose a safety risk to coworkers or any other person, including guns, knives, and other weapons [except as otherwise authorized by the Ohio Concealed Carry Law (refer to policy titled “Workplace Security”) or any item that could pose a health risk to employees or others;
  - 2. be sexually suggestive, offensive or demeaning to any person, individual or group;
  - 3. disrupt work in any way;
  - 4. be inappropriate for a work environment;
  - 5. include large amounts of cash, valuable jewelry or other items of significant value;
  - 6. be in violation of this or any other policy in this manual.
- C. Supervisors are responsible for monitoring the personal items brought into work, and have authority to direct an employee who is in violation of this policy to remove the personal item from the premises. In addition, an employee who is in violation of this policy may be subject to appropriate disciplinary action, up to and including discharge.

## **Safeguarding Personal Property**

- A. The Board is not responsible for any loss, damage or theft of personal belongings brought onto the premises or left in your vehicle while you are working. Therefore, you are encouraged to exercise reasonable care to safeguard personal items that you bring to work.
- B. Items that are of financial or sentimental value should be properly safeguarded and not left unattended or in plain view. Likewise, you are encouraged to lock your unattended vehicles when parked while working or traveling on business, either on or off of Board premises.

## **Lost Items**

- A. Personal property that is found on Board premises should be returned to the rightful owner if known, or to the Business Manager. Inquiries regarding lost property may be directed to the Business Manager.

## **Personal Use of Board Property and Equipment**

- A. Board property, equipment, supplies and other materials shall not be used for your own personal use, or given or loaned to any person for private use.

## **Employee Health and Safety and Policy Compliance**

- A. The Board owns the furnishings and equipment used by employees to perform their job responsibilities including cabinets, desks, work stations, computers, and job tools and items provided by the Board. Accordingly, to maintain security and for the conduct of normal business operations, the Superintendent retains the right to inspect contents of any item contained within, without prior notice to the employee to whom the furnishing or equipment is normally assigned. Therefore, you should expect no right of privacy as it pertains to any personal item brought into and stored on the premises.

**B.** When there are reasonable grounds to suspect illegal or gross misconduct, or when the security of people or property is reasonably suspected to be at risk, the Superintendent may initiate an internal investigation into the matter, which may include contacting law enforcement to search an employee or the employee's personal belongings, such as packages, brief cases, back packs, purses, bags, wallets and other personal items brought onto the premises. In urgent emergency situations where the safety and health of persons, or the security of property is of imminent risk, the Superintendent may take or authorize any reasonable and legal action which is necessary to protect persons and property.

## Driver's License Requirements

- A. If you are required to drive as one of your essential job duties, you are required to possess a current and valid operator's license pertinent to the operation of the vehicle that you drive on the job. The license must not restrict your ability to drive for work purposes. To drive on Board business, either using a Board vehicle or a personal vehicle, you must be at least 21 years of age.
- B. Upon initial hire and as part of the orientation process, each new employee, who may be required to drive on the job, shall submit to the Business Manager a current and valid driver's license (or CDL for an employee who will be operating a Board vehicle requiring a Commercial Driver's License) issued to that employee. The Board will also check the employee's driving record when required to operate a vehicle on behalf of the Board, as a condition of initial employment, and at least once every three years thereafter during the course of employment.
- C. A copy of the license will be retained by the Board in your personnel file, and it will be kept updated as renewed. You have a responsibility to monitor the date of renewal of the license, and to provide a copy to the Business Manager immediately following its renewal.
- D. If during the course of employment, you have your license suspended or revoked for any period of time and for any reason, you required to so notify the Business Manager, in writing, no later than the next business day after the license was revoked or suspended. Likewise, you are required to notify the Business Manager, in writing, if you accumulate six or more points on your driving record or your driving record violates the standards specified in this policy.
- E. In no event may you drive a Board vehicle, or operate a personal vehicle while on Board business, without a valid and current license required for the vehicle. The Business Manager will notify the Superintendent if you do not currently possess a license required to operate a vehicle on behalf of the Board. If you do not possess a current vehicle-operating license relevant to your job duties, if you accumulate six or more points on your driving record, or if you are found to be operating a vehicle for Board business without a valid and current driver's license, you will be subject to disciplinary action, up to and including discharge.

## Driving History

- A. The Board requires every employee who drives a motor vehicle as an integral part of the employee's job, whether using a Board or personal vehicle, to maintain an acceptable driving record. To ensure that current employees maintain an acceptable driving record, the Board periodically conducts a review of an employee's Driver's Abstract Report. Every successful applicant for hire or promotion for whom driving is an integral part of employee's job must provide the necessary information and processing fee for a Driver Abstract Report.
- B. If an applicant or employee, for whom driving on the job is essential, has a driving record, in the previous three year period, that indicates any of the following offenses, a conditional offer of employment given to a job applicant will be rescinded, or a current employee may be discharged from employment.
  - a. A conviction of one of the following:
    - reckless driving or drag racing,
    - driving while under the influence of alcohol or drugs,
    - vehicular homicide,
    - leaving the scene of an accident, if the accident resulted in personal injury or death, or
    - eluding or fleeing a police officer after a traffic violation.
  - b. Two or more chargeable or "at fault" accidents, the nature and severity of the accident to be

taken into account.

- c. Three moving violations for which a total of six or more points were assessed.
  - d. Any combination of one chargeable or "at fault" accident and two moving violations.
- C. Employees, for whom driving on the job is essential, are required to report "at fault" accidents, DUIs and other traffic arrests, license suspensions, and vehicle insurance cancellations to the Business Manager as soon as possible, but not later than the next time that the employee operates a vehicle on Board business. Failure to report any of these incidents may result in appropriate disciplinary action, up to and including discharge from employment.

### **Personal Use of Board Vehicles**

- A. The use of Board vehicles is restricted to official Board business only. Personal use of Board vehicles is not permitted. Likewise, Board vehicles are not to be used for commuting to and from work, unless the Superintendent specifically authorizes such use based solely on sound business reasons.
- B. Board vehicles shall not be used to transport persons who are not engaged in Board business. Likewise, when a personal vehicle is driven on behalf of Board business, employees shall not transport persons who are not engaged in Board business.
- C. An employee who operates a Board vehicle for personal use will be subject to disciplinary action, up to and including discharge, and in the event of an accident, the employee shall be required to pay for any deductibles that are required by the employee's liability insurance plan.

### **Driving Courtesy and Safety**

- A. When operating a Board vehicle [or personal vehicle for Board use], you are expected to exercise caution and follow all highway laws and driving safety practices. You are expected to drive defensively and be courteous to other drivers and pedestrians. You are to recognize that when driving and interacting with other drivers and pedestrians, you are an official representative of the Board, and that accordingly, your actions and conduct should consistently enhance and support the Board's reputation in the community.
- B. Employees and other passengers are required to wear seatbelts or restraints as provided in the vehicle.
- C. Careless, reckless, or destructive vehicle operation is prohibited. Traffic fines or arrests for illegal or improper use of vehicles are the sole responsibility of the employee who incurred it.
- D. You are not permitted to operate a Board or personal vehicle on behalf of the Board when under the influence of any illicit drug or alcohol, or under the influence of a prescription or over-the-counter medication that impairs your ability to safely operate the vehicle. You are responsible for informing your supervisor when using any prescription or over-the-counter medication that may affect your ability to safely operate a vehicle. You may be required to submit a doctor's certification that substantiates any driving restrictions, or which releases you to safely operate a vehicle while using the medication.
- E. Using a cell phone while driving on Board business is prohibited. You are expected to pull over and stop in a safe location to make, receive and talk on a cell phone, text, check e-mail or otherwise use a cell phone while driving.

## **Vehicle Accidents**

- A. If involved in a vehicle accident (either moving or stationary) that involves a Board vehicle [or private vehicle while on Board business], you are to report the accident to the Superintendent, or designee on the same business day of the accident, if reasonably able to do so.
- B. Injuries that occur to an employee when driving or traveling as a passenger on Board business may be covered by Worker's Compensation in accordance with the Bureau of Workers' Compensation rules and processes. However, an employee may not be eligible for Worker's Compensation if an employee is injured when operating a vehicle under the influence of illicit drugs or alcohol.

## **Operation of Personal Vehicles For Board Business**

- A. You may be required to use your personal vehicle for Board business. When operating your personal vehicle on Board business, you must adhere to the following policy provisions.
  - a. You must be insurable through the Board's insurance plan, and must substantiate proof of personal vehicle liability and collision insurance, in the minimum amounts specified by Ohio law, upon initial employment, and on each occasion when the insurance is renewed. Personal vehicle insurance coverage, as well as insurability through the Board's insurance plan, is required to be carried throughout the course of employment for as long as you are expected to drive on the job. Copies of your personal vehicle insurance documents are retained by the Board.
  - b. You are required to inform the Business Manager if your insurance coverage changes, is revoked or lapses, or is cancelled at any time during the course of employment. Notification must be made no later than one business day following the date that you received notice of cancellation or change.
  - c. For information about coverage offered through the Board's plan, and how it interacts with your personal vehicle insurance, you and your insurance agent should review the Board's plan document and structure your personal vehicle liability coverage accordingly.

## **Vehicle Maintenance**

- A. Damage to a Board vehicle, and needed maintenance or repairs, are to be reported to the Superintendent or your supervisor on the day that the damage is incurred, or on the day that the need for maintenance/repairs is initially noticed in so far as practicable.
- B. Board vehicle interiors are to be kept in neat and clean condition. You are accountable for cleaning your scraps, papers, cups and other items out the interior of the Board vehicle after it has been used.
- C. Smoking is not permitted in a Board vehicle.

## **Transportation of Individuals**

- A. Situations may require that you transport an individual to appointments, seminars, classes, community outings and other functions as part of your job duties and responsibilities.
- B. The Superintendent will annually compile a list of Board employees who are authorized to transport individuals based on information provided including that the employee must:
  - 1. have an acceptable driving record;
  - 2. be a minimum of eighteen years of age;
  - 3. have a valid Ohio driver's license relevant to the vehicle operated;
  - 4. operate the vehicle in a cautious and safe manner, observing all safety regulations, and in compliance with other standards specified in this policy;
  - 5. use the Board-required restraint systems;
  - 6. exhibit or meet other standards determined to be relevant by the Superintendent.

- C. All children under 4 years of age, weighing fewer than 40 pounds must be transported in an approved child safety seat. All children over 4 years of age, or over 40 pounds are to be restrained in a seat belt.
- D. Transportation of individuals will normally be done using a Board vehicle' however the employee's personal vehicle may be required to be used when a Board vehicle is unavailable.
- B. Travel with individuals requires prior approval of the employee's supervisor and Superintendent (or designee). The employee is responsible for ensuring that notifications and permissions are obtained from guardians or providers prior to transport.
- C. Prior to transporting individuals on behalf of the Board, an employee must have prior complied with all driving eligibility requirements specified in this policy. When transporting individuals, the employee has a responsibility and obligation to follow all other policy provisions specified in this policy, as well as to follow and comply with all other policies included in this manual.

### **Loss of Driving Privileges**

- A. Your driving privileges, on behalf of the Board, may be suspended for a specified duration of time, or revoked indefinitely at the discretion of the Superintendent for reasons such as, but not limited to: an unacceptable driving record check, failure to carry insurance in at least the minimum amount specified by Ohio law, un-insurability, failure to possess a required driver's license relevant to the job, unsafe or reckless operation of a vehicle, or other failure to follow any driving and vehicle policies specified herein.
- B. If you lose driving privileges that are required to perform your job duties, you will be subject to disciplinary action, up to and including discharge.

# COMMERCIAL DRIVER'S LICENSES

◆ POLICY 12.05 ◆

- A.** The safety of individuals a fundamental priority, therefore the Board expects Bus Drivers and others who transport individuals to comply with all vehicle operating laws, and safe driving practices.
- B.** In compliance with ORC standards for testing and licensing bus operations, each employee, whose position includes transporting individuals, is required to possess a valid Ohio Commercial Driver's License, Class B School Bus endorsement. This includes transporting either on buses operated daily by the program or extracurricular activities for which the Board-owned vehicles are utilized.
- C.** Each newly hired employee hired into a position of full-time, part- time or substitute Bus Driver must possess a CDL, Class B with School Bus endorsement prior to active employment.
- D.** To be considered for employment into a position that requires transporting of individuals, the Board requires an abstract of each conditionally hired employee's driving record, covering the two years prior to the date of application with the Board, a copy of a current and valid CDL with endorsement, and a current physical examination that meets Federal Motor Carrier Safety Regulations (Form T-8).
- E.** No employee is permitted to transport individuals to any activity sponsored by the Board in a vehicle owned and/or operated by the Board without a CDL, Class B with School Bus endorsement. No employee will be permitted to operate any vehicle if the employee's CDL is suspended or revoked.
- F.** An employee, who must possess a CDL to perform responsibilities on behalf of the Board, is required to report any moving violations that the employee receives (either when driving on the job or privately) to the Superintendent within forty-eight hours of the occurrence or the next working day, whichever is sooner.
- G.** If an employee's CDL is suspended for sixty days, the employee will be immediately suspended from the employee's position with the Board, and may, at the expiration of the suspension period and upon proof of reinstatement of the License, be placed on the substitute list. If an employee's CDL is suspended for one hundred twenty days, the employee will be immediately suspended and may have employment terminated.
- H.** Each employee who possesses a CDL, to perform duties for the Board, is subject to random alcohol and drug testing pursuant to the rules issued by the Department of Transportation in relation to the Omnibus Transportation Employee Testing Act.
- I.** The Superintendent will promulgate necessary procedures for complying with this policy including dissemination of information to affected employees. The Superintendent will utilize available resources to assist employees in receiving the proper and necessary training to comply with this policy.

**Section 13**  
**COMPENSATION**



## **Pay Days**

- A.** There are normally twenty-six pay periods each year, with payday every other Friday. Employees are paid every other Friday under a two week delay system. Pay is issued by direct deposit; however, the first pay after the employee's initial hire is paid by pay check. Employees receive a pay stub as a record that documents the amount deposited to the employee's account, and pay deductions.
- B.** If a holiday occurs on a Friday in which a pay day falls, pay is direct deposited on the business day immediately preceding the scheduled pay day. In extenuating circumstances, such as when the Board is closed for inclement weather or other emergency situations when pay is prepared or deposited, pay will be deposited as soon as possible following the emergency closing.
- C.** If you wish for another person to pick up your pay stub for you, you must so authorize, in writing and submit the authorization to the Superintendent. The signed written authorization must specify your name, the name of the person that is authorized to pick up your pay stub, the date of authorization and the pay period for which the authorization applies. The Superintendent reserves the right to refuse to issue your pay stub to any person other than to you when there is a question as to a person's identity or for other reasonable reasons as determined by the Superintendent.
- D.** Pay advances are not permitted.

## **Summer Breaks**

- A.** During summer breaks, seasonal employees may pick up their pay stubs at the Superintendent's office no later than 1:00 p.m. on the scheduled pay date (except if the pay date occurs on a holiday), or the employee may provide the Superintendent with a current mailing address at least 2 weeks in advance of the summer recess.
- B.** If pay stubs are not mailed or picked up, they will be available on the first day on which the seasonal employee returns to work, but in no case will checks be held beyond thirty days. Pay stubs are returned to the Lawrence County Auditor's Office after thirty days.
- C.** Nine-month employees shall have the option to receive pay over nine months or amortized over the entire twelve month period.

## **Payroll Errors**

- A.** The Board and Lawrence County Auditor follow all applicable pay requirements pertaining to employee compensation, payroll deductions, and other pay matters. Accordingly, every good faith effort will be made to make proper deductions from an employee's pay and to comply with applicable pay laws and requirements. However, if an improper pay deduction occurs, or if any other payroll error is made, the following procedure will apply for reporting and correcting the error.
- B.** If you believe that you have been compensated in error, you must promptly bring the error to the attention of the Business Manager who will investigate the error in collaboration with the Lawrence County Auditor. The Business Manager will communicate the findings to you within a reasonable timeframe, typically within one pay period.

- C. If pay shortage has occurred, you will be compensated for the full amount of the shortage on or before the end of the next pay period. If an overage has occurred, your pay will be adjusted in subsequent pay periods, or you may reimburse the overpayment through a one-time payment, or a payroll deduction within a reasonable timeframe. The amount of the reimbursable shortage or overage will remain subject to any deductions that applied during the pay period when the compensation would have initially been processed.
- D. The cause of the improper deduction or other payroll error will be investigated, and adjustments will be made to pay processes, procedures and policies to minimize the chance that the same error will occur in future payrolls.

### **Pay Deductions**

- A. Deductions are made from your pay as required by law, in accordance with benefit plans and as you may request. Deductions are itemized on your pay stub and include, but are not limited to:
- **Retirement System:** Membership in OPERS or STRS is compulsory, except for limited exceptions as are specified in ORC 145.03. Contributions made to an employee's account are in place of social security contributions. Accordingly, benefits under social security may affect the amount for which you may have otherwise been eligible. You may request a general summary of retirement benefits that are available, benefit eligibility requirements, and other information pertaining to retirement by accessing your retirement system's web page or calling the retirement system for assistance.
  - **Income Taxes:** The Federal, State and local governments require that taxes be withheld from each pay. The amount of tax to be withheld is determined from tables furnished to the Lawrence County Auditor and varies per employee according to the amount of salary and number of dependency exemptions. You were required to complete a withholding tax certificate upon initial employment and are to inform the Superintendent's office of any dependency or change or place of residence. In turn, the Superintendent's office will notify the Lawrence County Auditor of the change.
  - **Medicare:** If you were hired after March 31, 1986, you and the Board are subject to matching Medicare contributions of 1.45% of the employee's wage base (as defined for social security purposes) for a total contribution by the Board and employee of 2.9% of the employee wage base. Medicare contributions are not required or made if you were hired and performing substantial and regular services for the Board prior on or prior to March 31, 1986.
  - **Medical Insurance:** An employee participating in the Board's group medical insurance plan will have a portion of the premium amount deducted from pay. The Board shares with its employees in paying the cost of medical insurance.
  - **Life Insurance:** Employees who participate in the life insurance program will have a portion of the premium deducted from their pay.
  - **Union Membership Dues, Fees and Assessments:** Bargaining unit employees have union membership dues, initiation fees, and assessments deducted on a monthly basis as authorized from their monthly pay as specified in Article 5 of the current labor contract. Employees will be asked to voluntarily sign an authorization form to have the Lawrence County Auditor deduct membership dues from the employee's pay. Likewise, bargaining unit employees who choose to not join the union will have a Fair Share Fee deducted as is also provided for in Article 5.

- **Miscellaneous:** Miscellaneous deductions may be made from an employee's pay, however, the Lawrence County Auditor may refuse to make deductions, not required by law, which are below certain prescribed minimum amounts, or at irregular intervals, or for other cause which is determined to not be in Lawrence County's best interest. Requests for payroll deductions must be presented to the Superintendent, who in turn will submit the request to the Lawrence County Auditor. Whenever a payroll deduction request is not made personally by an employee, the Superintendent will request verification from the employee.

### **OPERS/STRS Pick-Up**

- A. The Board provides an OPERS/STRS pick-up using the salary reduction method. Retirement contributions are paid on behalf of the employees in accordance with the following terms and conditions:
  - a. The amount to be "picked-up" on behalf of each employee shall be the employee's State mandated share of the employee's gross annual compensation; and the gross annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of the State and Federal tax only.
  - b. The pick-up percentage shall apply uniformly to all employees.
  - c. The pick-up shall apply to all compensation received by an employee.
- B. Should the rules and regulations of the IRS or Retirement System change making this procedure unworkable, the Board will return to the contribution method formerly used.

### **Wage Garnishments**

- A. A wage garnishment results when an unpaid creditor has taken an employee's outstanding debt to court. In general, a garnishment is legal permission for creditors to collect part of an employee's pay directly from the employer.
- B. Although the Board and the Lawrence County Auditor do not intend, or prefer to become involved in an employee's personal financial matters, the law requires the garnishment of wages when directed by an order of a court. Employees are encouraged to resolve their financial matters privately to avoid the Board's and the Lawrence County Auditor's involvement.
- C. When receiving notice of a garnishment, the Superintendent will request that the Lawrence County Auditor provide information as to whether the employee has had previous wage garnishments, and details of the garnishment. The Superintendent will meet with the employee to discuss how the garnishment will affect the employee's wages, and other related information to ensure understanding. If the garnishment is the first one received by the employee, the employee may be referred to voluntarily seek financial counseling from an appropriate agency to provide guidance in working through the financial difficulties. The employee will also be advised that further garnishments for separate debts could result in appropriate disciplinary action due to the administrative burden placed on the Lawrence County Auditor and Board.
- D. When garnishments are repeated for separate debts [excluding child support], the employee may be held accountable through the disciplinary process. A meeting will be arranged between the employee, the Board, and the Lawrence County Prosecutor to discuss the situation, and a possible remedy. Depending on the circumstances, the employee may be subject to disciplinary action. Thereafter, additional garnishments for separate debts may be cause for further progressive disciplinary action.
- E. An employee will not normally be disciplined for garnishments when the employee has demonstrated a willingness and good faith effort to resolve his financial problems. Factors considered include whether or not the employee had sought assistance from a credit counseling or similar agency.

## Policy of Non-Discrimination

- A. Pay levels for both bargaining and non-bargaining unit employees are made in a non-discriminatory manner, without consideration to an employee's race, color, religion, gender, national origin, age, military or veteran's status, sexual orientation, genetic information, qualified mental or physical disability or other characteristic.

## Compensation Schedules and Terms

- A. Employees are compensated as follows.
- a. **Bargaining Unit:** A wage schedule, range assignments, terms of pay increases and other provisions for the compensation of bargaining unit employees are negotiated and established for the duration of the current contract as specified in Article 41 and other applicable sections of the current labor contract.
  - b. **Management Employees:** The compensation and terms of management employees is established consistent with the management salary schedule and with the employee's rate of pay established in the current signed management contract.
  - c. **Classified Employees:** Compensation provided to classified employees is established on a salary schedule with the pay range and rate established in consideration of the employee's job classification, the Board's pay philosophy, current labor market data paid to comparable positions, and practical budgetary constraints.
- B. The Superintendent shall approve compensation for all employees within the limits set by the salary schedule, applicable labor contract and budget set by the Board.

## Pay Increases

- A. Pay increases are granted in accordance with the following terms and conditions.
- a. Management and classified employees receive pay increases based on longevity and job performance. The Superintendent shall notify all Management staff of their salaries no later than thirty days before the first day of the new contract year.
  - b. Bargaining unit employees receive pay increases based on terms specified in Article 41 of the current labor agreement.
- B. Except as otherwise specified by applicable labor or management contract, pay increases and their amount are granted in any given year conditionally upon the availability of budget and budgetary constraints.

## New Hire Rates

- A. Newly hired employees are normally compensated starting at the minimum of the employee's assigned pay range. However, as specified in paragraph B below, the Superintendent may approve hiring an employee at an advanced level based on relevant experience, or when labor market conditions do not permit the hiring of qualified personnel.
- B. When a person begins employment with the Board in a position that is equal or substantially similar to a position formerly held with another agency, the Superintendent may grant experience credit for the purpose of determining the initial rate of pay. The granting of experience credit is contingent upon an evaluation by the Superintendent regarding the length and relevancy of the

prior service, and the ability to attain qualified and suitable employees. **However, no one will be offered a higher rate of pay than a current employee in the same classification with the same years' of experience.** The employee will be required to provide documentation of such prior experience prior to employment, or in no case more than within ninety days of the employee's first day of work.

### **Promotions**

- A. A promotion occurs when an employee is assigned to a job and pay range that is higher than the pay range from which the employee was assigned. An employee who is promoted shall be assigned to the pay range specified for the job to which the employee was promoted, at a rate that is established by the Superintendent, but which in no case shall be equal or less than the rate from which the employee was paid in the prior job.

### **Salary and Hourly Rate Reductions**

- A. Salaries and hourly rates are reduced unless such reduction is part of the overall salary or hourly rate reduction affecting all employees; or in the case of a classified employee bumping into another as a result of a layoff, or due to a voluntary demotion to a lower level job.

### **Non-Cash Compensation**

- A. In addition to biweekly pay, overall compensation includes various benefits of employment such as paid leaves; group medical, and life insurance, dental and vision insurance, liability insurance and Board contributions to OPERS or STRS, Workers' Compensation, and unemployment insurance.

## Non-Exempt Employees

- A. Non-exempt employees are compensated at the time and one half rate for all hours worked over 40 hours in the 168 hour [7-day] work period which extends from 12:01 a.m. Sunday to midnight of the following Saturday.
- B. Only time actually worked in the weekly work period counts for purposes of calculating overtime. Time worked does not include time spent on vacation, holidays, personal days, calamity days, sick leave, or any other paid time. It also does not include time spent commuting to and from work, and non-work time when traveling on official Board business. However, when travel is required to attend meetings, conferences or training sessions that occur outside of the employee's normal work schedule, time spent traveling to the site location is considered to be time worked, which is compensated at either the single or overtime rate depending on whether the employee's actual work hours in the work period exceed 40 hours.
- C. Non-exempt employees must receive prior approval to work on an official holiday. If a non-exempt employee, who is eligible for holiday pay, is approved to work on a holiday, the employee will be paid at the time and one half rate of pay for time actually worked on the holiday, plus shall receive the employee's holiday pay at the single rate of pay. However, pyramiding of overtime pay is not permitted when an employee's hours that the employee actually works exceeds 40 hours in the work period since the time worked on the holiday is already compensated at the time-and-one-half rate.
- D. If an employee works on an official holiday for which the employee is eligible to take off but without pay, the employee will be compensated at the single rate for all hours worked or at the overtime rate if time worked in the work period exceeds 40 hours.
- E. If an employee is assigned or is scheduled to work overtime, the employee is expected to report at the requested or scheduled time
- F. Non-exempt employees are not permitted to begin work prior to their scheduled starting time, except in emergency or urgent situations, or when approved by the Superintendent or the employee's supervisor.
- G. Overtime is generally discouraged and therefore must be prior approved by the Superintendent or supervisor, prior to it being worked, except in emergency or urgent situations. Most situations are of a nature where the employee should be able to obtain permission prior to working overtime. Overtime is requested on the Overtime Request Form completed by the employee, and signed by the supervisor or Superintendent to indicate if the overtime was approved. Overtime actually worked is then documented on the employee's time record.
- H. The Superintendent reserves the right to evaluate the soundness of a decision to work over and above the employee's work schedule in situations when the employee worked over without prior approval.
- I. Accordingly, an employee may be subject to discipline when working over in situations in which overtime was not prior approved, and subsequently, was not found to be justified. Although working over may not be subsequently approved and disciplinary action administered, the employee will still be paid for any and all time actually worked, either at the regular hourly rate or overtime rate, whichever is applicable.
- J. To help manage overtime costs, an employee's work schedule may be adjusted so that the employee does not work more than forty hours during the 7-day work period. Adjusting the work schedule for this purpose however must occur within the same 7-day work period in which the employee worked over and above the employee's regular work schedule.

- K.** An employee's base rate of pay for purposes of calculating the overtime rate includes the employee's normal hourly rate, plus any supplements that the employee receives, prorated on an hourly basis.
- L.** An employee is not paid for overtime that is scheduled but subsequently cancelled and thereby not worked.
- M.** Nothing contained in this policy or manual shall be construed as a guarantee of overtime. Pyramiding of overtime pay is not permitted.

### **Compensatory Time**

- A.** As an alternative to being paid monetarily for overtime, an employee may choose to be paid through the use of compensatory time, which is accrued at the time and one half rate for all hours worked that exceeds 40 hours in the established work period.
- B.** An employee choosing to be compensated for overtime in the form of compensatory time is required to complete a Compensatory Time Request form prior to the submission of the employee's time record for processing. The completed and signed Compensatory Time Request form shall be submitted with the employee's Time Record. Should the employee fail to timely complete and sign the Compensatory Time Request form, the time record will be processed and the employee will be compensated for the overtime in the form of monetary compensation.
- C.** No more than 2 hours of compensatory time may be carried on the books at any one time, which must be used within 180 days of the date in which it is earned. Once the 2 hour ceiling is reached, the employee will receive monetary compensation for all overtime worked, until the compensatory time is used in whole or in part.
- D.** Requests to use compensatory time shall be submitted to the employee's supervisor at least 24 hours prior to the date that it is requested to be used, except in emergency situations. The supervisor will not unreasonably deny a request, but may disapprove it based on operational needs, workload, staffing levels and other business needs.

### **Payment of Compensatory Time Upon Separation From Employment**

- A.** Compensatory time on the books upon the date that an employee separates from employment shall be paid to the employee, at the employee's regular hourly rate, as part of the employee's final pay.

### **Management Employees**

- A.** Management employees are paid on a salaried basis, which covers all hours worked in the 7-day week period. Therefore, management employees are not eligible for overtime, and any, time worked over forty hours during the work period is not additionally compensated over and above the employee's salary.
- B.** Management employees are expected to work their assigned work schedules, plus any other hours necessary to successfully accomplish work requirements. Management employees are not required to obtain approval to work over and above the employee's assigned work schedule.
- C.** Management employees are not subject to deductions in pay for absences of less than one day after accrued sick or other paid leave has been exhausted. However, deductions in salary are made for absences in full day increments.

### **Bargaining Unit Employees**

- A.** Overtime and call-in rules applicable to bargaining unit employees are specified in Article 18 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## **Management and Classified Employees**

- A. The Superintendent maintains sole authority to approve an emergency closing for all or part of the Board, and for all or part of a workday, due to inclement weather conditions or other emergencies such as a water main break, heating or air conditioning malfunction or other calamitous situation.
- B. When a calamity is declared by the Superintendent, the Board as a whole, or specified departments, will be closed. Affected employees who are scheduled to work (except those designated as essential) will be given the time off, the timing and duration of which shall be determined by the Superintendent.
- C. Except as otherwise specified in paragraph D, employees who are in active pay status either the entire day before or after a calamity day, will be paid the employee's regular rate for all hours missed from work due to the calamity situation. If an employee is on approved paid leave, time paid for the calamity day shall not be deducted from the employee's leave balance.
- D. Employees who are on extended (five scheduled workdays or greater) pre-arranged sick leave, compensatory time or vacation leave shall be charged for the paid leave for all time missed from work due to the calamity. Likewise, employees who are in a non-pay status before and after a calamity day are not paid for time designated as a calamity.
- E. Employees shall be required to make-up time missed on calamity days if an excess of calamity days requires extending the calendar until the minimum number of required days of actual instruction and/or habilitation are completed.

## **Essential Management or Classified Employees**

- A. It may be essential for some employees to report to work during time that the Board as whole or specified departments is closed due to a calamity. When directed to report to work, the employee will be paid for all time worked, plus time designated as a calamity during which the employee was scheduled and the Board or department closed.
- B. If an essential employee is unable to report to work due to the calamitous conditions, the employee is to so notify the Superintendent who will approve or disapprove the absence based on the facts and circumstances. Employees are encouraged to come into work only if they can do so safely.
- C. If the absence is approved, the employee will be paid for the time missed as a result of the calamity. If the absence is disapproved, the employee will be required to use available paid compensatory time or vacation leave.

## **Announcing a Closure or Delay**

- A. Announcement of a closure or a delay, or early release will be made as soon as possible after the decision is reached. Employees will be notified by any of the following means:
  - The Board's website;
  - Telephone call, text or e-mail; or
  - Announcements on local radio stations.

## **Bargaining Unit Employees**

- A. The terms and conditions in effect when the Board experiences inclement weather or other calamity is specified in Article 27 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## **Section 14**

# **BENEFITS OF EMPLOYMENT**



# **MEDICAL INSURANCE BENEFITS**

◆ POLICY 14.01 ◆

## **Classified, Management and Unclassified Employees**

- A. Permanent employees working 30 or more hours per week on a regularly scheduled bases are offered a group medical insurance plan, which is the plan offered to all Lawrence County employees.
- B. Each employee may select either a plan with single or family coverage, with the Board and employee sharing in the premium cost. The employee's share is payroll deducted.
- C. The percentage share of the premium may be changed at the discretion of the Board.
- D. The option to choose a medical insurance plan is provided to new employees during orientation and to current employees during the annual open enrollment period. A newly hired employee's health insurance becomes effective after a waiting period established in the plan.
- E. Upon resignation or any other separation from employment, group insurance coverage will terminate on the last day of the month in which the employee separated from employment.
- F. The Board will pay its portion of the premium for an employee who is not in active pay status but is on a family medical leave. The employee is required to pay a portion of the premium by the first of each month. An employee who does not return to work at the end of an approved family and medical leave will be required to repay the Board the amount paid to maintain the coverage.
- G. Upon separation from employment or when coverage is otherwise terminated for any COBRA qualifying reason, an employee may elect to continue group coverage for a period of up to 18 months that follows termination of coverage at the employee's own cost and in accordance with requirements specified by the COBRA law. COBRA coverage can extend for longer than eighteen months for spouses and dependents and for other specified reasons in the COBRA law.
- H. Insurance plans and its benefits and terms may be changed at the discretion of the Board.
- I. Details of coverage are outlined in the health-care plan booklet.

## **Waiver of Health Insurance Option**

- A. The Board will pay to any employee who declines hospitalization, dental and vision insurance \$150.00 per month for each month that the employee declines hospitalization, dental and vision coverage, an employee who declines coverage may at any time decide to accept such coverage and may enroll for coverage during the open enrollment period or if a qualifying event occurs (for example, loss of coverage elsewhere).
- B. The choice to waive coverage is an important one. Therefore, to waive coverage, the employee must provide to the Board proof of medical insurance coverage, such as through the employee's personally purchased single or family plan, or through group coverage offered by a spouse's employer. The Board assumes no responsibility for any financial or other consequences that may be incurred by the employee by the choice to waive coverage.

## **Bargaining Unit Employees**

- A. The benefits, terms and conditions of the medical insurance plans offered to bargaining unit employees, and the opportunity to waive coverage are specified in Article 45 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees

# HOLIDAYS

- A. Each twelve month employee is provided the following paid holidays during which time the Board is closed. Nine month employees are also provided these holidays with the exception of Independence Day (July 4). Eleven month employees are provided paid holidays when the holiday occurs during the employee's normally scheduled eleven month period.
- B. Temporary and intermittent employees receive the holiday off, but are not paid for the holiday.

HOLIDAY	DATE
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Washington-Lincoln Day	3rd Monday in February
Memorial Day	4th Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

- C. Eleven and twelve month employees may also be provided additional paid holidays as designated by an act of the President of the United States, the Governor of Ohio or the Board of DD. Nine month and eleven month employees are also provided these additional paid holidays except those that occur during the period of the year in which the employee is off.
- D. Eligible employees receive holiday pay, at the employee's regular hourly rate or salary, equivalent to the number of hours the employee would normally work on the day that the holiday falls.
- E. Holidays that fall on Sunday are observed on the following Monday, and those that fall on Saturday are observed on the proceeding Friday.
- F. Non-exempt employees must receive prior approval to work on an official holiday. If a non-exempt employee, who is eligible for holiday pay, is approved to work on a holiday, the employee will be paid at the time and one half rate of pay for time actually worked on the holiday, plus shall receive the employee's holiday pay at the single rate of pay. However, pyramiding of overtime pay is not permitted when an employee's hours that the employee actually works exceeds 40 hours in the work period since the time worked on the holiday is already compensated at the time-and-one-half rate.
- G. Management employees as well as any other exempt employees who work on a holiday do not receive additional pay, other than the employee's regular salary in the form of holiday pay. Management and other exempt employees do not have to receive prior approval to work on an official holiday.
- H. If a holiday occurs during a period of paid sick leave, vacation leave or comp-time, an employee who is eligible for the paid holiday, will be paid for the holiday, and will not be charged for sick leave or vacation.
- I. An employee who is on an unpaid leave on a day that immediately precedes or follows an official holiday will not receive holiday pay. Only employees who are in active pay status are eligible to receive holiday pay.

## Religious Observances

- A. The Board recognizes that the religion of some employees have observances that occur on days which are not designated as official Board holidays. The Board respects these faiths, and makes reasonable efforts to allow these employees time off to observe the religious holidays. While the granting leave for such holidays may not always be possible, efforts will be made to accommodate the needs of the employee.
- B. Employees observing religious holidays on days other than the already approved holidays may apply for religious leave with pay for the observance of a maximum of three religious holidays per program year. This time is to be made up by being assigned work within the agency at times when the employee would normally not be scheduled to work. The employee will be assigned this make-up work in advance of the religious holidays to be taken, and will be banked for use during the program year. Selection of time to work as make-up time must be approved in writing by the Superintendent or by the employee's department head.
- C. If approved to take the religious holiday prior to accumulating make-up time, the employee must make up the time prior to the end of the program year. If it is not made up by the end of the current program year, the employee will have a deduction made in that amount from the employee's last pay for the program year or from the final pay if the employee should resign or be otherwise separated from employment during the program year.
- D. Alternative to the process specified in paragraphs B and C of this section, an employee may choose to use accrued but unused vacation or comp time, or may take the time off without pay. Requests for paid or unpaid time off shall follow the leave request procedures specified in this manual.
- E. For the purposes of this policy, program year is defined as the period of time between July 1 of any year and June 30 of the following year.

**Bargaining Unit Employees**

- A. Holidays are provided for under Article 23 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

# VACATION LEAVE

## Classified and Management Employees

- A. Eleven and twelve month employees are offered vacation leave to recognize length of service and to give the employee time away from the job. Temporary and intermittent employees and 9 month employees are not eligible for paid vacation.
- B. Vacation leave is provided based on length of service, in accordance with the following schedule.

Service Years of Eligible Employees	Vacation
After 1 year up to, but less than 8 years	2 weeks (up to 80 hours)
8 years up to, but less than 15 years	3 weeks (up to 120 hours)
15 years up to, but less than 25 years	4 weeks (up to 160 hours)
25 years or more	5 weeks (up to 200 hours)

- C. Employees earn vacation benefits for all hours worked in active pay status according to the following schedule.

Employees who are provided vacation of:	Earn the following vacation leave for each completed 80 hour pay period
2 weeks	3.52 hours
3 weeks	5.40 hours
4 weeks	7.37 hours
5 weeks	9.43 hours

- D. An employee begins to accrue vacation at the higher rate upon attainment of the employees 8<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> years, and is credited with 1 week of vacation leave upon completion of each of those years.
- E. If an employee does not receive full 80 hours of pay in a given pay period, the vacation leave earned during that pay period will be adjusted proportionate to hours paid during the pay period.

## Vacation Pay

- A. Employees are paid their regular hourly rate or salary for all time spent on approved vacation leave.
- B. Employees who work less than the full-time standard of 80 biweekly scheduled hours earn vacation on a prorated basis to hours worked in active pay status. Active pay status for purposes of calculating vacation is defined as hours actually worked, and all paid leave such as vacation leave, sick leave, personal leave, authorized holidays and other paid leave. Vacation leave is not earned for time spent on unpaid leave. Additional vacation leave is not accrued through the accumulation of paid overtime,

## Vacation Use

- A. Vacation leave is charged in minimum increments of ½ hour.
- B. Following initial employment, two weeks of vacation leave is credited upon attainment of the employee's anniversary date which shall be determined based on time with the Board plus any other time spent working with an Ohio public agency or political subdivision as specified in this policy. Thereafter, vacation leave is to be taken in the year that it is earned and prior to the employee's next anniversary date. However, vacation leave may be carried over upon the employee's request and the approval of the Superintendent. No more than three years of vacation

leave may be carried over. Therefore, the maximum that an employee may have on the books is 3 years of vacation accrual plus any vacation leave that is earned in the current anniversary year. Whether vacation leave is permitted to be carried over is at the discretion of the Superintendent.

- C. In December of each year, with approval of the Superintendent, an employee who carries a balance of vacation in excess of 3 years may request payment, at the employee's current rate of pay, for up to 2 weeks (10 days for a 40 hour per week employee) of vacation pay.
- D. Official holidays or days specified as a holiday by the President of the United States, the Ohio Governor, or the Board are not charged as vacation leave when the holiday occurs while an employee is on an approved vacation leave.
- E. Vacation leave is not considered to be time worked for the purpose of calculating overtime pay or compensatory time.

### **Prior Service Credit**

- A. Prior service with the State of Ohio, any Ohio county or any other political subdivision of the State of Ohio counts for the purpose of computing seniority for vacation leave calculation purposes. The anniversary date of employment is the anniversary date of the prior service.
- B. Years of part-time service with the Board or any other county or political subdivision of the State of Ohio is treated the same as years of full-time service for the purpose of determining years of service accrued necessary to calculate vacation leave.
- C. An employee who is hired from another Board, the State, a county agency or political subdivision of Ohio is required to be paid for any unused vacation by the former employer. The Board will require the newly hired employee to provide signed documented proof of prior eligible employment within 1 month of employment with the Board so to credit the employee with prior vacation leave service time.

### **Vacation Leave Requests**

- A. Vacation scheduling is subject to the approval of the Superintendent, who may deny any request based upon the Board's operational needs, staffing needs, workload requirements or other business reason. Vacation leave requests are to be submitted on a completed and signed Leave Request Form.
- B. If two or more employees request the same vacation date and all requests cannot be granted, the request of the employee with most service with the department will be granted, provided the request is submitted a minimum of one month in advance and the request may be approved without causing undue hardship on the Board's operational or staffing needs, workload requirements or other business need. Leaves requested less than one month in advance will be granted in the order received. Once an employee has received approval for vacation leave, the senior employee's request may not displace the approved request of the less senior employee.
- C. While on vacation, if an employee is disabled due to illness, injury or experiences a death or illness in the family that would qualify for paid sick leave, the employee may request time off charged to sick leave by showing documented proof of eligibility. If the reason is a qualifying reason under the Family and Medical Leave, the leave will be credited against the employee's twelve week entitlement from the date of the qualifying event.

### **Vacation Pay Upon Separation**

- A. An employee is provided compensation, at the employee's current rate of pay, for the portion of any earned but unused vacation leave to the employee's credit at the time of resignation, discharge, layoff or retirement. Payment shall include any vacation leave earned to date in the current anniversary year, plus any carried over, but unused vacation leave up to, but not to exceed the maximum of 3 years accrual. To be eligible for vacation payout upon separation, the employee must have one full year of service with the Board, or with any Ohio county or any other political subdivision of the State of Ohio.
- B. In the event of the death of an employee, any earned but unused vacation leave or comptime, or unpaid wages shall be paid in accordance with ORC 2113.04 to the deceased employee's estate.

### **Bargaining Unit Employees**

- A. Bargaining unit employees are provided and can use vacation leave in accordance with the terms and conditions specified in Article 24 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

# **PERSONAL LEAVE**

◆ POLICY 14.04 ◆

## **Eligibility**

- A. Each full and part-time employee who has worked at least three months with the Board is provided the equivalent of three days of paid personal leave per each program year. Intermittent employees are not eligible for personal leave.
- B. Employees are paid for personal leave at the employee's regular rate of pay for all hours spent on paid personal leave that the employee is normally scheduled on the day that the personal leave is taken.

## **Crediting**

- A. Personal days are credited to eligible employees on July 1 of each year.

## **Personal Leave Requests**

- A. Personal Leave may be used for any reason; therefore, no rationale or explanation for its use is required.
- B. An employee requesting to use personal leave must submit a completed and signed Leave Request form to the employee's supervisor for the date requested.
- C. Personal leave requests are subject to the approval of the supervisor, who may deny any request based upon the Board's operational needs, staffing needs, workload requirements or other business reason. Requests are to be submitted on a completed and signed Leave Request Form.
- D. If two or more employees request the same Personal Leave date and all requests cannot be granted, the request of the employee with most service with the department will be granted.

## **Increments**

- A. One personal leave day may be taken in hourly increments; the other two personal leave days shall be taken in a full day increments.

## **Carryover**

- A. Personal leave is to be used in the program year in which it was credited, which extends between July 1 of each year and June 30 of the following year. Personal leave may not be carried over and accumulated into the next program year.
- B. Full day balances of Personal Leave that remain unused on June 30 of each year will be paid to a full-time employee at the rate of \$50.00 per each Personal Leave day. Half day unused Personal Days shall be paid at the rate of \$25.00 per each ½ Personal day.
- C. Part-time employees receive pay for unused Personal Leave, prorated to the fulltime rate based on the hours that the part-time employee is normally scheduled to work.

## **Bargaining Unit Employees**

- A. Bargaining unit employees receive personal days in accordance with Article 25 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## Accrual Rate

- A. All employees accrue sick leave credit at the rate of 0.0575 hours of sick leave for each hour in active pay status. For the purpose of accruing sick leave, active pay status includes all hours actually worked or on approved paid leave, excluding overtime hours. Intermittent employees earn sick leave for each hour worked.
- B. Nine months employees do not earn and cannot take sick leave during the 3 months of the year that they are not working.
- C. Employees do not earn sick leave when on unpaid leave for any reason, unpaid suspension, or layoff.
- D. Unused sick leave accumulates without limit.

## Sick Leave Use

- A. Sick leave is granted, upon an employee's request and approval of the Superintendent, for the following reasons.
  - illness or injury, or pregnancy-related condition of the employee.
  - illness or injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or the affected family member.
  - exposure of an employee to a contagious disease which could be communicated to, or jeopardize the health of other employees, individuals or other job contacts.
  - death of a member of the employee's immediate family. Use of sick leave for this purpose shall be limited to a reasonably necessary time, not to exceed 3 days, unless the Superintendent agrees to usage of additional sick leave days. One of the days used must be for the day of the funeral or memorial service.
  - medical, dental, psychological or optical examination of the employee, or a member of the employee's immediate family when the employee's presence is reasonably necessary. The employee may be required to justify if the employee's attendance is reasonably necessary by submitting a medical statement from the attending physician. Actual time spent traveling to and from the examination, which occurs during the employee's normal work schedule, is charged as sick leave. Examinations for the employee or for the employee's family member should, as much as possible, be scheduled at times that are least disruptive to work responsibilities. Following the appointment, the employee is expected to promptly return back to work in so far as reasonable time remains in the workday, which shall be determined by the employee's supervisor.
- B. Sick leave is charged in minimum units of one quarter (1/4) hour. While on sick leave, employees are paid at the same basic hourly, daily, or bi-weekly rate as when they are working. An employee is charged for sick leave only for those days when the employee would have been scheduled to work.
- C. Should the need for sick leave extend beyond the time covered by earned sick leave, the employee may use earned but unused vacation leave, personal leave and compensatory time, or may request an unpaid disability leave. FML, for which the employee is eligible, will be designated to run concurrently with any paid or unpaid leave taken for FML purposes.

### **Immediate Family**

- A. The term "immediate family" for purposes of this policy is defined as only an employee's: parents, spouse, sibling, children, grandparent, grandchild, mother and father in-law; brother and sister-in-law, daughter and son-in-law, other person who stands in the place of a parent, step-parent, step-sibling or step-child, or foster child; domestic partner, or other person related to the employee by blood or marriage who lives in the same household.

### **Sick Leave Notification**

- A. When an employee is sick and unable to work as scheduled, the employee shall so notify the employee's supervisor at least one-half hour before the employee is scheduled to start work. If the use of sick leave is foreseeable, the employee is expected to request it as soon as the need is known.
- B. Each employee shall submit a signed Sick Leave Request form upon returning to work. The supervisor will review the form and will either approve or disapprove the use of sick leave. Each approved sick leave form shall be submitted to the administrative office for tracking sick leave and payroll processing.
- C. If an employee expects to be on extended sick leave for more than 5 scheduled workdays, the employee must so notify the supervisor, and submit a statement to the supervisor which contains a projected date of return.
- D. Each employee will quarterly receive a statement that shows the employee's sick leave accrual, approved use, and current sick leave balance.

### **Medical Statements and Compliance with Sick Leave Policy**

- A. Management is responsible for monitoring sick leave use and for enforcing this policy as warranted to ensure compliance with sick leave policy terms and conditions. Indications of sick leave abuse may include when sick leave use is used excessively without apparent justification, frequent unexplained one day absences, failure to provide a medical statement when required, submitting an altered or false medical statement, when there is an apparent pattern of use, or when other factors are present that may indicate abuse.
- B. At the Superintendent's discretion, the Superintendent reserves the right to investigate an employee's absence to monitor and ensure compliance with this sick leave policy. The Superintendent will consider the relevant facts and circumstances surrounding the use of sick leave to determine if usage constitutes abuse. If it is found that an employee applied for sick leave with the intent to defraud, the employee will be subject to appropriate disciplinary action, up to and including termination, and refund of sick leave pay, at the Superintendent's discretion.
- C. The Superintendent may require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. If the employee was under the care of a hospital, clinic, doctor, dentist, psychologist, optician, or other practitioner, the employee is required to provide a medical statement from the practitioner justifies the use of sick leave. The Superintendent may disregard a written, signed statement when other facts do not support the proper use of sick leave.
- D. Altering a practitioner's statement or submitting a false statement is grounds for immediate termination. Likewise, failure to timely submit a required practitioner statement will result in denial of sick leave, and may subject the employee to appropriate disciplinary action, up to and including termination. If overpayment results from denial of a sick leave request, the overpayment will be deducted from the employee's next pay.
- E. If an employee uses sick leave for more than 5 occasions, the employee shall provide to the Superintendent a statement from the attending practitioner upon returning to work. Failure to provide a statement after the 5<sup>th</sup> occasion may result in appropriate disciplinary action, up to and including termination, at the Superintendent's discretion.

F. Approval of sick leave that is requested and taken the day that is immediately before or after a holiday may be based on submission of a medical statement from the attending practitioner that justifies the legitimate use of sick leave.

**Prior Sick Leave Credit**

- A. If a person transfers into a classified or unclassified position from another public agency, the employee will receive credit for the unused balance of his sick leave that he accrued with that other agency. If a person is re-appointed, reinstated, or hired for the first time by the Board, the employee will be credited with the entire balance of his sick leave that was accrued in prior public service, provided that the employee is reappointed, reinstated, or hired within ten years of the date on which the employee was last terminated from public service. Public agency, as used in this policy includes the State of Ohio, and any Ohio County, municipality, Board of Education, Library and Township.
- B. To receive credit for sick leave accrued and unused from a previous public employer, a newly hired employee is required to submit a statement to the Superintendent on former employer's letterhead, signed by that employer's head or other authorized person, which states: the amount of unused sick leave the employee had accrued and should be transferred, and the starting and ending dates of the employee's employment with that employer. The Superintendent may optionally contact the representative to confirm the amount of sick leave to be transferred, the employee's employment dates and other pertinent information. Falsification of this statement by an employee will result in the offer of employment being rescinded.

**Sick Leave for Family and Medical Leave Purposes**

- A. Requests for sick leave or other leaves for reasons that qualify for Family and Medical Leave shall comply with the leave notification, medical certification and other requirements specified in that policy.
- B. Family and Medical Leave shall run concurrently with sick leave when sick leave is taken for reasons that qualify for Family and Medical Leave.

**Sick Leave Incentive**

A. If an employee does not use sick leave during any of the following quarters, the employee will receive a \$150 attendance incentive payment for each quarter during which sick leave was not used:

<b>Quarter</b>	<b>Incentive</b>
January 1 through March 31	\$150.00
April 1 through June 30	\$150.00
July 1 through September 30	\$150.00
October 1 through December 31	\$150.00

- B. Use of sick leave in one quarter does not render an employee ineligible for receiving the attendance incentive payment for any other quarter. Nine-month employees are eligible to receive the attendance incentive payment for all four quarters; however, the incentive for the April 1 - June 30 and July 1 - September 30 quarters shall be \$62.50 each.
- C. The attendance incentive payment shall be made within 3 weeks of the end of the applicable quarter.
- D. This sick leave incentive program is not adopted to encourage employees to come into work while they are legitimately ill. Employees with a contagious illness should stay at home when they are ill so not to expose individuals, coworkers and others.

**Sick Leave for Bargaining Unit Employees**

A. Sick leave benefits and terms of accrual and use for bargaining unit employees are specified in Article 26 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## Introduction

- A. This Sick Leave Donation program allows employees an opportunity to assist a coworker who has exhausted all paid leave but continues to be in critical need of paid leave due to the serious illness or injury of the employee, or a member of the employee's immediate family.
- B. The Board's sick leave program allows employees to earn a significant amount of sick leave, and it allows for unused sick leave to be carried over from year-to-year without limit. Employees are required to use sick leave for only legitimate purposes; therefore, the Board's sick leave benefit should be sufficient to cover most instances of sickness or injury. However, in some cases, the severity or length of time of sickness or injuries, results in an employee exhausting all accrued leave, while still needing additional time off.
- C. This policy provides an opportunity for employees to help a coworker by voluntarily choosing to provide income protection during a period of serious injury or illness of the employee or immediate family member.

## Conditions for Receiving Sick Leave Donations

- A. An employee is eligible to receive donated sick leave only when the employee:
  - 1. the employee is otherwise eligible to accrue sick leave as specified in this manual;
  - 2. or member of the employee's immediate family, has a serious injury or illness as certified by the attending physician.
    - a. The Superintendent may require a second certification from a physician selected by the Superintendent to confirm the appropriate use of donated sick leave prior to donated leave being used.
    - b. A serious illness or injury is defined, for the purpose of this policy, by the guidelines specified in the Family and Medical Leave Act.
    - c. An immediate family member, for the purpose of this program, is specified in this manual under the policy titled "Sick Leave". Use of donated sick leave for an immediate family member will only be approved when the employee's presence is reasonably necessary for the health and welfare of the employee or the affected family member;
    - d. An employee choosing to have elective surgery for cosmetic or similar purposes is not eligible for donated leave.
  - 3. has exhausted all paid leave available including, sick leave, vacation leave, and personal leave;
  - 4. has not applied for, or is not receiving any other paid leave benefit including Workers' Compensation or disability retirement. However, an employee who has applied for either of these paid benefit programs may use donated leave to satisfy the waiting period for such benefits;
  - 5. does not have a record of sick leave or other leave abuse;
  - 6. has provided to the Superintendent a statement, including an estimated return-to-work date, from the employee's attending physician; or, in the case of illness or injury of an immediate family member, from the family member's physician.
- B. Donated sick leave shall be designated to the recipient's donated leave balance, which is a separate account from the employee's regular sick leave and other paid leave accounts.
- C. An employee using donated leave will be paid his normal salary rate or hourly rate while using donated leave.

- D. The Sick Leave donation program shall be administered on a pay period by pay period basis.
- E. An employee may receive donated sick leave, at any one time, up to a maximum of the number of hours the employee is normally scheduled to work in a pay period.
- F. An employee using donated sick leave is considered to be in active pay status and shall accrue leave and be provided any benefits to which the employee is otherwise provided.
- G. While on donated sick leave, an employee will continue to accrue paid leaves in accordance with the policies included in this manual. Therefore, sick leave and vacation leave accrued by an employee while using donated sick Leave shall be used first, if needed, in the following pay period before additional donated sick leave may be received and used.

### **Voluntary Contributions Only**

- A. Upon learning of an employee's need for additional paid sick leave, the Superintendent, with the prior written permission of the employee, provide a general memo to all employees regarding the employee's need for donated sick leave.
- B. The memo will clearly indicate that sick leave donation is strictly voluntary on the part of each employee. Additionally, the memo will specify that no employee or group of employees shall, in any way, pressure or otherwise coerce any employee to donate sick leave.

### **Procedures for Donating Leave**

- A. If an employee chooses to donate sick leave, the employee will provide to the Superintendent of designee a written statement that includes:
  - 1. the names of the donor and the recipient, and the date of the request to donate leave;
  - 2. the number of sick leave hours to be voluntarily donated;
    - a. the hours donated must be in an amount that is at least the number of hours equivalent to the hours that the employee is scheduled to work in one workday during the pay period.
  - 3. a confirmation that the donor has retained a minimum of 10 workdays of unused sick leave after the donation; and
  - 4. a confirmation that sick leave is being donated voluntarily and the employee understands that the donated leave will not be returned, unless the recipient does not use all of the donated leave.
    - a. Donated sick leave that is unused at the end of the pay period, which was donated by multiple employees, shall be returned to the recipients on a prorated basis to the hours that were donated.
- B. Upon receipt of the request and statements, the Superintendent or designee will review paid leave records and confirm the accuracy of the information and compliance with this policy.
- C. Following the verification of eligibility, the Superintendent will provide to the donor a notice that substantiates the effective date of the donation, the amount of sick leave accrued but unused prior to the donation, the sick leave balance following donation, and other pertinent information. Upon reviewing the statement, the donor will sign it to document an agreement to donate.
- D. The Superintendent shall then notify the recipient of the number of hours of sick leave donated. The donated hours will then transferred to the recipient's donated leave balance and will be available for use.

### **Additional Provisions**

- A. An employee, who makes a donation, may voluntarily make a subsequent donation for an upcoming pay period, in so far as the donor follows the policy for donating leave and remains eligible to make a donation. Making a donation in one pay period, however, does not obligate an

employee to donate in any subsequent pay period even though the employee may remain eligible, by policy, to make a Vacation Leave donation.

- B.** Donated sick leave shall not be converted into a cash benefit under the Sick Leave Incentive program nor may it be converted upon retirement.
- C.** In accordance with the FMLA policy, donated leave hours that are utilized shall run concurrently with FMLA hours when the employee is eligible for FMLA.
- D.** Time spent on donated leave shall not count toward the probationary period of an employee who receives donated leave during the employee's new hire or promotional probationary period.
- E.** Time that a recipient uses donated sick leave is not considered to be the donor's absence from work.

**Bargaining Unit Employees**

- A.** Sick leave donation is addressed in Article 26 of the labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees

# **SICK LEAVE CONVERSION UPON RETIREMENT**

◆ POLICY 14.07 ◆

- A. Conditions exist at the time of retirement that differs from the regular processes of separation. These conditions are as follows in this policy.
- B. Sick Leave: Upon retiring from active state or county services after ten or more years with the state or any of its political subdivisions, an employee may elect to be paid in cash for one-four ( $\frac{1}{4}$ ) of the accrued but unused sick leave credit. The maximum accrual is thirty (30). Conversion of sick leave on retirement exhausts the employee's entire sick leave balance. Sick leave conversion does not apply to any termination or separation other than retirement. O.R.C. Section 124.39(B).
- C. Such payment may be made more than once to any employee. That is, an employee who returns to state or county service after retiring may accrue and use sick leave as before, but may only convert any portion of unused sick leave at the time of a second retirement, that does not exceed for all payments, the value of thirty (30) days of accrued but unused sick leave.
- D. Effective July 1, 2018, upon retirement: if at least one-half ( $\frac{1}{2}$ ) of their total public service time has been with the Lawrence County Developmental Disabilities, Board employees may elect, at the time of retirement from active public service, and with twenty (20), but less than twenty-five (25) years of service with the state, any political subdivision or any combination thereof, to be paid in cash for fifty (50%) percent of the value of their accrued but unused sick leave credit, with a maximum accrual of sixty (60) days. Effective, July 1, 2020 the maximum accrual is thirty (30) days.
- E. Effective July 1, 2018, upon retirement if at least one-half ( $\frac{1}{2}$ ) of their total public service time has been with the Lawrence County Developmental Disabilities, Board employees may elect, at the time of retirement from active public service, and with twenty-five (25) years of service with the state, any political subdivision or any combination thereof, to be paid in cash seventy five (75% percent) of the value of their accrued but unused sick leave credit, with a maximum accrual of ninety (90) days. Effective, July 1, 2020 the maximum accrual is thirty (30) days.
- F. Sick leave payment shall be based on the employee's rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made.
- G. If an employee of the Board dies while in active pay status and is eligible for retirement and sick leave payment, accrued sick leave due his/her credit shall be paid to the estate of the deceased based upon the maximum accrual criteria listed in the above sections of this policy.
- H. The employee must request payment of unused sick leave upon notice of retirement.

## **Bargaining Unit Employees**

- A. Sick leave conversion is addressed in Article 46 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## **I. INTRODUCTION**

- A.** This policy applies to all management and classified employees. It also applies to bargaining unit employees except those provisions of this policy that conflicts with Article 31 of the current labor contract.
- B.** The Board offers Family and Medical Leave [FMLA leave] to eligible employees in accordance with requirements specified in the law, and parts 825.100 through 825.800 of the Federal Code of Regulations.
- C.** The Superintendent maintains authority to approve or disapprove Family and Medical Leave requests in accordance with the requirements specified in the regulations. The Business Manager will monitor the status of FML, and will process and manage required documentation and records.
- D.** Although this policy provides general guidance for complying with the Act, Board will defer to applicable regulations when applying FMLA leave to specific situations.

## **II. ELIGIBILITY**

- A.** An employee is eligible for FMLA leave if the employee:
  - 1.** has been employed by the Board for at least twelve months in the last 7 years. Employment periods working for the Board preceding a break in service of more than 7 years, does not count for determining employee eligibility, except when the break in service was occasioned by fulfillment of National Guard or Reserve Military Service.
  - 2.** has worked at least 1250 hours during the immediately preceding 12 calendar months; and
  - 3.** is employed at a work site with 50 or more employees within a 75-mile radius.

## **III. REASONS FOR LEAVE**

- A.** An eligible employee may request Family and Medical Leave for any of the following reasons:
  - 1.** for the birth of a child, and to care for the new born child.
  - 2.** for placement with the employee of a child for adoption or foster care, and for other matters directly related to the adoption or placement of a child, including time necessary before the actual placement or adoption so that it may proceed including counseling sessions, attorney consultations, and other matters.
  - 3.** to care for the employee's spouse, child (under the age of 18 or disabled child), or parent with a serious health condition;
  - 4.** because of a serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job
  - 5.** for Military Family Leave [refer to Military Family Leave section in this policy] which includes:
    - Exigency Leave
    - Military Care Giver Leave to care for a covered servicemember.

## **II. ANNUAL AMOUNTS, AND MINIMUM INCREMENTS**

- A.** An eligible employee may take FMLA leave in an amount that does not exceed more than 12 work weeks of leave [480 hours] during any 12-month period. The 12-month period is measured forward from the date that FML is used.
- B.** An exception to the 12-week limitation is when FMLA leave is needed to care for a covered service member with a serious injury or illness, in which case FMLA leave is limited to 26 work weeks [1040 hours] in a 12-month period, beginning on the first day the eligible employee takes FMLA leave for this purpose, and ending 12-months after that date.

FMLA leave is typically charged in increments of one-quarter (1/4) hour. However, regardless of the one-quarter hour minimum, an employee will not be charged with FMLA leave in amounts more than the employee actually takes. [Examples: If an employee leaves work 10 minutes early due to an FMLA qualifying reason, the employee will not be charged for FMLA leave. Likewise, if an employee arrives to work 10 minutes late due to an FMLA qualifying reason, the Superintendent will direct the employee to work and will not charge the employee's FMLA leave balance].

## **V. RUNNING PAID LEAVE CONCURRENTLY**

- A.** Generally, FMLA leave is unpaid; however, paid sick leave will run concurrently with FMLA if the qualifying reason for leave would qualify for paid sick leave under the Board's sick leave policy. The Board also requires compensatory leave, vacation leave, and personal leave run concurrently with FMLA leave when the leave is taken for an FML reason.
- B.** If the FMLA qualifying reason does not qualify for sick leave under the Board's policy, or if the employee's sick leave balance is exhausted, then compensatory time will run concurrently. If compensatory time is exhausted then personal leave, and then vacation leave will run concurrently. All available paid sick leave, compensatory time, personal leave and vacation leave shall each be exhausted prior to running unpaid leave.
- C.** Even though leave is for an FMLA qualifying reason, the employee will still be held accountable for following the timeframes and other policy provisions for requesting paid and unpaid leave, applicable to the kind of leave requested.
- D.** When an employee requests leave, the Superintendent will notify the employee of the approval [or disapproval of the leave], whether it is designated as FMLA leave, and the type of leave that will run concurrently, if any.
- E.** When an employee is approved for Workers' Compensation benefits, time spent off on Workers' Compensation shall run concurrently with FMLA leave. An employee shall not be permitted to use any paid leave while on Workers' Compensation, nor shall paid leave run concurrently with FMLA when an employee is on Workers' Compensation.

## **VI. GENERAL NOTICE**

- A.** The FMLA poster will be posted in conspicuous places to provide general information to employees and job applicants regarding their FMLA leave rights, responsibilities and obligations. Additionally, this general notice is located on the web at <https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.
- B.** Upon hire, each new employee will be provided opportunity to review the policies specified in this manual, including this policy and the General Notice, and shall document this review by signing the Policy Review and Understanding form.

## **VII. EMPLOYEE LEAVE REQUESTS**

### **Timing of Request – Foreseeable Leave:**

- A.** An employee must give 30 calendar days written notice, or as soon as practicable when leave is foreseeable and is requested due to the birth or placement of a child, or for a planned medical treatment for the serious health condition of the employee, a family member, or covered service member.
- B.** If a 30 calendar day notice is not practicable, the employee shall provide, in writing, the reason why the required advance notification was not practicable. When considering why meeting the notification requirement was not practicable, the Superintendent will take into account the specific facts and circumstances surrounding the request.
- C.** If the employee needs FMLA leave for planned medical treatment, the employee is expected to make every effort to schedule the treatment so to minimize disruption to Board operations. The employee is expected to prior consult with the Superintendent to determine time that would be least disruptive to operations, subject to the approval of the healthcare provider.
- D.** When the timing for the need for leave is foreseeable, and the employee is requesting paid leave, the employee must provide notice to the Superintendent in accordance with the timeframes and other requirements specified in the applicable leave policy specified in this manual.

### **Timing of Request – Unforeseeable Leave**

- A.** When the timing for the need for leave is unforeseeable, an employee must provide notice to the Superintendent in accordance with the timeframes and other requirements specified in the applicable leave policy specified in this manual.

### **Content of Request**

- A.** The first request for use of FMLA leave, due to a qualifying reason, shall be in writing, and shall include:
  - 1.** the reason for the request.
  - 2.** the date the leave is to start, and the projected date that it will conclude if known.
  - 3.** the date that the leave request was submitted.
  - 4.** a statement as to whether the employee intends to return to work at the conclusion of the FMLA leave.
  - 5.** satisfactory certification as required based on the reason for leave, such as a medical certification to substantiate serious health conditions, copies of judicial records in cases involving adoption of a child, military call-up orders, and other certifications relevant to the leave.
  - 6.** other relevant information requested by the Superintendent.
- B.** When requesting FMLA leave the first time for a particular FMLA qualifying reason, the employee must sufficiently explain the reasons for the needed leave so to provide the information necessary for the Superintendent to determine if the leave is FMLA qualifying.
- C.** In the event that the Superintendent does not have sufficient information to determine whether or not leave is FMLA qualifying, the Superintendent will require further information from the employee. Failure by the employee to provide sufficient information may result in denial of FMLA leave rights, including the right to reinstatement, continuation of benefits while on leave and other FMLA protections.
- D.** The Superintendent may require an employee on FMLA leave to report periodically to his immediate supervisor on the status and intention of the employee to return to work.

### **Subsequent Requests for the same Qualifying Reason**

- A. When an employee seeks leave for the same qualifying reason that had prior been designated as FMLA leave, the employee is required to specifically inform the Superintendent that the leave is for that FMLA qualifying reason.

### **Changes after Leave is Approved**

- A. Whether FMLA leave is to be taken in a continuous block of time, intermittently, or on a reduced leave schedule, the employee is expected to inform the Superintendent, as soon as practicable, regarding:
- any scheduling changes relative to the need for leave,
  - if the need for leave is extended, or
  - if dates were initially unknown.

### **VIII. NOTICE OF ELIGIBILITY & NOTICE OF RIGHTS & RESPONSIBILITIES**

- A. When an employee requests FMLA leave, the Superintendent will give the employee a completed and signed “Notice of Eligibility and Rights & Responsibilities”. In addition to other information, the notice will inform the employee whether s/he is eligible for FMLA leave. If the employee is eligible, the notice will indicate any additional information the employee must provide, and notify the employee of his/her rights and responsibilities. If the employee is not eligible, the notice will indicate the reason for ineligibility.
- B. The notice will be given to the employee within 5 business days of the request for leave, or within 5 business days after the Board becomes aware of the need for leave, absent extenuating circumstances.
- C. All FMLA absences [for the same qualifying reason] are considered a single leave and employee eligibility as to the reason for leave does not change during the applicable 12-month period. Therefore, subsequent use of FMLA for the same qualifying reason does not require another Eligibility Notice within the applicable 12 month FMLA year. The Board requires a new Eligibility Notice, however, when the employee requests FMLA leave for a different qualifying reason.
- D. If for any reason, the employee’s eligibility status changes during the applicable 12-month period, or if employee responsibilities or other leave terms change, the Superintendent will notify the employee within 5 business days following the change, absent extenuating circumstances.

### **IX. MEDICAL CERTIFICATION**

- A. If the employee requests leave due to the employee’s own or covered family member’s serious health condition, the employee is requested to provide authorization for the health care provider to release the employee’s confidential medical information which substantiates the need for FMLA leave. The relevant healthcare provider must supply appropriate medical certification when required for FMLA leave to be considered for approval.
- B. When a medical certification is required, a request for medical certification will be made to the employee by the Superintendent on the Notice of Eligibility and Rights and Responsibilities form. A request to cure an insufficient or incomplete medical certification shall be made on the Designation Form. Requests for recertification shall be made by the Superintendent in accordance with provisions specified in the regulations.
- C. The employee must provide the required certification or recertification to the Superintendent within the required timeframe, which shall be at least 15 calendar days, unless it is not practicable, despite the employee’s diligent, good faith efforts. If an employee provides at least 30 days’ notice of the need for medical leave, he should provide the medical certification before leave begins.

- D.** Medical certifications that document an employee's own serious health condition shall be provided by the health care provider on the form titled: "Certification of Healthcare Provider for Employee's Own Serious Health Condition." Medical certifications that document a family member's serious health condition shall be completed on the form titled "Certification of Healthcare Provider for Family Member's Serious Health Condition."
- E.** If a certification or recertification is returned by the healthcare provider, but is incomplete or insufficient, the Superintendent will provide written notice to the employee of the need for additional medical information, including the specific information needed. The employee will have 7 calendar days to cure the insufficient or incomplete medical certification, in so far as 7 days is practicable.
- F.** If the Superintendent still has questions after giving the employee 7 days to cure the medical certification or recertification, the Superintendent may authenticate or clarify the certification with the health care provider. Authenticating and clarifying a certification may be done by a management person or the Superintendent, in so far as such person is not the immediate supervisor of the employee.
- G.** If the employee does not authorize the release of medical information, or if a sufficient and complete medical certification or recertification is not timely returned, the Superintendent may deny the FMLA leave.
- H.** To the extent permitted by state and/or federal law, the Superintendent will treat as confidential all medical data and health care provider opinions submitted or obtained pursuant to an employee's FMLA leave request/certification and/or the employee's return to work.

#### **X. DESIGNATION NOTICE**

- A.** When the Superintendent is given sufficient information, including required medical certifications, the Superintendent will determine whether leave qualifies as FMLA leave, or does not qualify, and will notify the employee of the decision within 5 business days of the determination, absent extenuating circumstances. Notification to the employee will be in writing on the Designation Notice.
- B.** Only one Designation Notice will be completed for each FMLA-qualifying reason per applicable 12-month period, regardless of whether the leave taken due to the qualifying reason will be a continuous block of leave, intermittent leave or a reduced schedule leave.
- C.** If the Superintendent intends to require a fitness for duty examination upon the employee's return from FMLA leave, the Superintendent will so notify the employee on the Designation Notice, and shall also provide to the employee a list of essential job duties that will be used by the health care provider to determine the employee's fitness for duty.

#### **XI. LEAVE FOR PREGNANCY, BIRTH AND BONDING**

- A.** A pregnant employee may take FMLA leave for pregnancy, prenatal care and childbirth and to bond with the healthy child following its birth. A father [who is the spouse of the mother] has the same rights as the mother, and can take FMLA leave for the pregnant spouse's pre-natal care and appointments [including transportation to prenatal appointments], and to care for the spouse after birth of the child if the spouse has a serious health condition.
- B.** If the father is not married to the pregnant mother, the father is not eligible for FMLA leave for pregnancy issues, pre-natal care, or to care for the mother during a period of disability following childbirth. The unmarried father however, is eligible to take FMLA leave for the birth of the child, or for bonding with the healthy child after birth, or to care for his child with a serious health condition.

- C. In the case of the birth of a child [or adoption or foster care] the employee may take FMLA for that qualifying reason for a period of twelve [12] months following the birth or placement of a child.

## **XII. INTERMITTENT & REDUCED WORK SCHEDULE LEAVE**

- A. An employee may be placed on a reduced leave schedule or intermittent leave when it is medically necessary due to an employee's own serious health condition, to care for a parent, spouse or child with a serious health condition, or to care for a covered service member with a serious injury or illness. Additionally, FMLA leave due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis.
- B. When intermittent leave or a reduced work schedule is necessary for a planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt the Superintendent's operations.
- C. Intermittent leave or a reduced work schedule may not be taken for bonding after the birth of a healthy child or after placement of a healthy child for adoption or foster care.

## **XIII. BENEFITS**

- A. Employees who are on FMLA leave are provided the same health care benefits, for the duration of leave, at the same level and under the same conditions of coverage that would have been provided if not on leave.
- B. An employee on FMLA leave is responsible for payment of that portion of his or her group health insurance premiums that are not paid by the Board. The employee must pay his or her portion of the premium on a timely basis; therefore, if the employee fails to make such payment within thirty [30] days of the due date, the employee will be excluded from coverage under the Board's group health insurance plan.
- C. The Board may recover the premium that it paid for maintaining coverage for an employee on FMLA leave under the group health plan during any period of leave if the employee fails to return to work after the leave has expired and the failure to return to work is for any reason other than:
  - 1. the continuation, recurrence, or onset of the employee's serious health condition; or
  - 2. a serious health condition that requires the employee to care for the employee's spouse, child, or parent;
  - 3. a serious illness or injury of a covered servicemember; or
  - 4. other circumstances beyond the employee's control.
- D. Other benefits, if any that are provided during periods of other paid or unpaid leave offered by the Board will be likewise provided to employees who are on FMLA leave.

## **XIV. JOB RESTORATION**

- A. Except as otherwise noted below, upon return from FMLA leave, an employee will be restored to the position s/he held immediately prior to commencement of the leave, unless that position no longer exists. In the event that the employee's position no longer exists, the employee will be assigned to a position equivalent to that held by the employee prior to the commencement of the leave, with equal pay and benefits.
- B. If the employee is unable to perform the essential functions of the job because of a physical or mental condition, [including the continuation of a serious health condition], the employee has no right to reinstatement under the FMLA. Notwithstanding, restoration rights may be made, if required under the American's with Disabilities Act.

- C. The determination as to whether an employee is fit for duty will be determined by the health care provider through assessment of the employee's physical and mental capability to perform the essential duties of the position. The employee will be prior notified of the fitness for duty examination requirement in the Designation Notice, along with the list of essential duties upon which the determination will be made.
- D. Although the physical or mental fitness for duty assessment will normally be made by the employee's health care provider, the Superintendent may require the employee to submit to examination by other health care providers, in accordance with the policy specified in this manual, and requirements specified in the FMLA regulations.

#### **XV. MILITARY FAMILY LEAVE [Exigency & Servicemember Caregiver Leave]**

- A. An eligible employee may take exigency leave, or servicemember caregiver leave for qualifying reasons. Only employees who meet requirements specified in the section of this policy titled "Eligibility" are eligible.
- B. The Superintendent will designate military family leave as FMLA qualifying, and will follow processes that are otherwise required for other FMLA leaves, including notification to employee of eligibility, employee rights and responsibilities, designation as FMLA, and requirements specified in the Code of Federal Regulations.
- C. For purposes of military family leave, applicable requirements of other FMLA qualifying leaves shall apply, including, but not limited to requirements pertaining to minimum leave increments, the Board's policy to run paid leave concurrently, and other applicable requirements.

#### **Exigency Leave:**

- A. The Board provides eligible family members of a qualified servicemember time off for specific activities surrounding a call or impending call to active duty in support of a contingency operation. An eligible employee may use exigency leave when:
- a. the employee's spouse, son, daughter, or parent is a military member of the armed forces, and
  - b. the spouse, son, daughter or parent is on active duty [or has been notified of an impending call or order to active duty] and
  - c. the employee has need of leave for any of the following reasons:
    - short-notice deployment of the spouse, son, daughter or parent [up to 7 days of leave];
    - military events and related activities;
    - childcare and school activities;
    - financial and legal arrangements;
    - counseling [non-medical];
  
    - to spend time with a covered military member who is on a short term, temporary, rest and recuperation leave during the period of deployment [up to 15 days for each rest and recuperation instance];
    - post-deployment activities;
    - to address certain activities related to the care of the military member's parent who is incapable of self-care. Activities related to the care of the military member's parent may include arranging for alternative parental care; providing care on a non-routine, urgent, immediate need basis; admitting or transferring the parent to a new care facility; and attending certain meetings at a care facility or with hospice staff, or
    - 
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- to address other events which arise out of the covered military member's active duty or call to active duty, provided that the leave is agreed upon by both the Superintendent and the employee, including the timing and duration of the leave.

**B. Covered active duty for purposes of qualifying exigency leave refers to:**

- for members of the Regular Armed Forces: duty during deployment of the member with the Armed Forces to a foreign country; or
- for members of the Reserve components of the Armed Forces (members of the National Guard and Reserves): duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

For the purpose of this policy, deployment to a foreign country includes deployment to international waters.

**C. When submitting a request for exigency leave, the employee shall provide sufficient information to the Superintendent so that the Superintendent can determine if the leave qualifies as FMLA leave. Certification of a qualifying exigency shall be provided by the employee by completing the form titled "Certification of Qualifying Exigency for Military Family Leave."**

**D. Depending on the reason for leave, documents which may demonstrate sufficiency include proof of the military member's active duty status, a document that confirms an appointment with a counselor or school official, a copy of a bill for legal or financial services, a meeting announcement for military informational briefings, or other documentation determined acceptable by the Superintendent. At the discretion of the Superintendent, and in accordance with applicable regulations, the Superintendent may verify the authenticity of the documents submitted.**

**Servicemember Caregiver Leave:**

**A. An eligible employee may use FMLA leave to care for a family member who is currently in the Armed Forces, the National Guard or Reserves who:**

- is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list and
- has a serious injury or illness incurred by the service member in the line of duty while on active duty that may render the services member medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the servicemember's active duty that were aggravated by service in the line of duty on active duty.

An eligible employee may also use FMLA leave to care for a family member who is a covered veteran as defined by the FMLA regulations to care for the covered veteran who was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the covered veteran who:

- is undergoing medical treatment, recuperation, or therapy and
- has a serious injury or illness. A serious injury or illness is one that was incurred by the veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

- a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or a physical or mental condition for which the veteran has received a Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater. (The rating may be based on multiple conditions).
  - a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- B.** To be eligible for servicemember caregiver leave, the employee must be the son, daughter, parent or next of kin of the covered servicemember.
- D.** An eligible employee may take up to 26 weeks of FMLA leave to care for a covered servicemember during a single 12-month period. The 12 month period begins on the first day the eligible employee takes FMLA for this purpose, and ends 12 months after that date, regardless of the fact that the Board otherwise uses a rolling calendar year for other FMLA purposes.
- E.** If an eligible employee does not take all of his or her 26 weeks leave during this single 12 month period, the remaining part of the 26 weeks is forfeited.
- F.** When taking leave to care for a covered servicemember, the employee, in combination with other reasons for FMLA, may not take more than a total of 26 weeks of FMLA in a single 12-month period.
- G.** When submitting a request for servicemember caregiver leave, the employee is required to provide sufficient information to the Superintendent so that the Superintendent can determine if the leave qualifies as FMLA leave. Certification for servicemember caregiver leave shall be provided by the employee by completing the form titled "Certification For Serious Injury or Illness of Covered Servicemember-for Military Family Leave." Certification for a covered veteran servicemember caregiver leave shall be provided by the employee by completing the form titled ["Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave"].
- H.** Documents which may be required include proof of the servicemember's military status, proof of the servicemember's serious injury or illness, proof of the employee's relationship to the servicemember, and other appropriate documentation. At the discretion of the Superintendent, and in accordance with applicable regulations, the Superintendent may verify the authenticity of the documents submitted.

## **XVI. MARRIED COUPLES WHO BOTH WORK FOR THE BOARD**

- A.** A husband and wife, who are eligible for FMLA leave and are both employed by the Board, are limited to a combined total of 12 weeks of leave during any 12 month period if the leave is taken:
1. for the birth of the employee's child, or to care for the child [after birth];
  2. for placement of a child with the employee for adoption or foster care, or to care for the child after placement;
  3. to care for the employee's parent with a serious health condition.

- B.** Where both the husband and wife use a portion of the total 12 week FMLA leave entitlement for one of the reasons specified above, the husband and wife would each be entitled to the difference between the amount s/he took personally and 12 weeks for FMLA leave for other purposes, such as for the employee's own serious health condition, or for the serious health condition of their child.
- C.** When both husband and wife work for the Board and are eligible for FMLA, the amount of leave that can be taken by both persons to care for a covered servicemember is a total of 26 combined weeks in a single 12-month period.

## **XVII. DEFINITION OF SPOUSE**

- A.** For the purpose of applying this Family and Medical Leave policy, the term "spouse" shall mean the following.
- A husband or wife, meaning the other person with whom a person has entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or;
  - in the case of a marriage entered into outside of the United States, if the marriage is valid in the place where entered into and the marriage could have been entered into in at least one State within the United States.
- B.** The term spouse includes persons in a same sex or common law marriage that either:
- were entered into in a State that recognizes such marriages, or
  - if entered into outside of the United States, is valid in the place where entered into and the marriage could have been entered into in at least one State within the United States.

## **Classified and Management Employees**

- A.** A physically or mentally incapacitated employee may request up to 6 months of disability leave without pay. To be eligible, the employee must have exhausted all accumulated sick leave, personal leave, vacation, and accumulated comp time, and met other requirements specified in this policy. All time spent on paid and unpaid leave for the same condition shall count toward the 6 month limit.
- B.** The request shall be submitted to the Superintendent on the Leave Request form, as soon as the need for leave is known, with supporting medical evidence and documentation attached. The leave will only be approved if the employee can present evidence as to the nature and extent of the disabling illness, injury or condition, the date requested for leave and the date of probable return whereas the employee will be able to return to work and be able to perform essential duties, with or without a reasonable accommodation.
- C.** Disability Leave runs concurrently with Family and Medical Leave. In addition, placement of an employee on Disability Leave shall be considered to be a reasonable accommodation as may be required by the Americans with Disabilities Act. Granting of the disability leave beyond Family and Medical Leave is at the sole discretion of the Superintendent based on the specific facts and circumstances. Therefore, approval of a disability leave in one instance shall not establish a precedent or past practice for any subsequent requests.
- D.** Board paid medical insurance is not provided during the time that the employee is on disability leave, except when the leave is running concurrently with Family and Medical Leave. If the employee is going to lose medical coverage while on disability leave, the employee will be presented the option of continuing medical coverage through COBRA, at the employee's own cost, if eligible.
- E.** If the employee cannot produce acceptable evidence of a probable date of return, and no other reasonable accommodations can be made, the employee will be disability separated from employment.

## **Bargaining Unit Employees**

- A.** Bargaining unit employees are provided disability leave in accordance with Article 30 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees

## **BEREAVEMENT LEAVE**

◆ POLICY 14.10◆

- A. An eligible employee is provided bereavement leave with pay, in the event of the death of an immediate family member, in accordance with the terms and conditions specified in this policy.
- B. For the purpose of this policy, the “immediate family” is defined as only: parent, sibling, child, spouse, grandparent, grandchild, mother and father-in-law, daughter and son-in-law,, sister and brother-in-law, legal guardian, other person who stands in the place of the employee’s parent, step-parent, step-sibling or step-child, or foster child; domestic partner, or other person related to the employee by blood or marriage who lives in the same household.
- C. Bereavement leave is subject to the approval of the employee’s supervisor.
- D. The duration of bereavement leave is for three scheduled workdays, one of which must be the day of the funeral or memorial service.
- E. Bereavement leave is an additional benefit to other paid leaves, and therefore is not charged against the employee’s sick leave, vacation leave or personal leave days.
- F. If an employee needs bereavement leave beyond three because of distance needed to be traveled, family or personal responsibilities, or the death of a very close family member, such as spouse, the employee may use an additional two days of paid bereavement leave. If additional leave is needed, the employee may request to use sick leave, vacation leave, compensatory time, or personal leave. The request for additional paid leave shall be submitted in accordance with the leave policy, and is subject to prior approval by the immediate supervisor.
- G. In the event of a death of a friend or other person who is not an “immediate family” member, the employee may request approval to use accrued but unused vacation leave, compensatory time, or personal leave but may not use sick leave.

### **Bargaining Unit Employees**

- A. Funeral Leave is provided in Article 32 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## **Jury or Witness Duty**

- A. If an employee is called for court jury duty or subpoenaed to testify in a court of law during any portion of the employee's regular working day for:
- matters unrelated to the employee's duties with the Board, or
  - for legal matters for which the employee is not a party;
- the Board will pay to the employee the employee's regular wage, in full, for such time. However all monies received as compensation for court service is to be turned over to the Board.
- B. The request for Civil Leave shall be submitted on a completed and signed Leave Request form, along with a copy of the subpoena or directive from the court for jury duty. The request is to be submitted to the employee's supervisor as soon as feasible after the subpoena or directive is received so to allow time for needed scheduling adjustments.
- C. When on Civil Leave, the employee will be expected to report for work after being released by the Court if a reasonable amount of time remains during his scheduled workday.
- D. If an employee is called for court jury duty or subpoenaed to testify in a court of law, outside of the employee's regularly scheduled working hours, all monies received as compensation for court service is to be retained by the employee.

## **Leave for Personal Legal Matters**

- A. Employees are not provided paid civil leave when appearing in court for criminal or civil cases, when the case is being heard in conjunction with the employees' personal matters such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, or when the employee is one of the principals in the case.
- B. These absences are considered unpaid leave, or the employee may elect to request accrued, but unused vacation leave or compensatory time for such time, as scheduled in advance with the employee's supervisor.
- C. A request for leave to address personal legal matters shall be requested as soon as feasible after the need for leave is known, and in accordance with the provisions specified in this manual pertaining to the type of leave being requested.

## **Leave For Legal Matters Related to Board Duties**

- A. If an employee is subpoenaed to testify in a court of law in matters related to the official discharge of duty, the employee will receive the employee's regular wage for such time.
- B. If such testimony occurs outside of the employee's normal work hours, a non-exempt employee is paid the employee's regular hourly rate of pay for such time actually worked, or at the overtime rate if the time worked exceeds 40 hours in the established work period. Exempt employees are paid on a salaried basis which covers all hours worked; therefore, exempt employees who work outside of scheduled work hours are not compensated additionally.
- C. Court service fees that an employee may receive for testifying or otherwise attending to legal matters related to Board duties are to be returned to the Board.

### **Leave For Board Administrative Hearings**

- A. A classified employee, in active pay status, who is the appellant in an action before the SPBR or if a classified or management employee is a claimant before the Bureau of Workers' Compensation for a Board-related claim shall receive pay for all time spent in the hearing, and for time spent traveling to and from the hearing, when the hearing is held during the employee's regularly scheduled workday.
- B. Time spent at or traveling to and from an administrative hearing that occurs outside of the employee's regularly scheduled workday is not compensable.

### **Bargaining Unit Employees**

- A. Jury duty and court leave is provided for under Article 33 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## Introduction

- A. An employee who is physically injured in an assault by a person enrolled, or who is appearing for evaluation to be enrolled in a program or service operated by the Board, may apply for up to thirty days assault leave to be used in lieu of sick leave and may be granted such leave subject to the following conditions and limitations.

## Terms and Conditions

- A. To be eligible for assault leave, the following conditions shall apply
1. The injury must have resulted from an actual or attempted assault by an individual or applicant for services on the Board's premises and/or during a Board function when the employee is working in an approved and proper manner, or has gone to the aid of an employee being assaulted or in need of assistance to effectively restrain an individual or applicant.
  2. The incident, which resulted in the injury, must have been reported to the employee's supervisor or Superintendent at the time of its occurrence and an incident report submitted within the established guidelines for incident reports.
  3. The injury or suspected injury must have been seen by a doctor within 72 hours of its occurrence.
  4. If a doctor is seen during the employee's workday and the doctor authorized the employee's immediate return to work or return on the following day, the doctor's written authorization must be submitted as specified in item 5 below.
  5. If it is necessary for the employee to be absent, the employee shall promptly notify the supervisor or Superintendent of the nature of the injury, and the probable extent of the absence. A statement by the examining physician certifying the nature of the injury, the necessity for the employee to be absent, and the date of the employee's ability to return to normal duties without restrictions must be submitted at the time of the employee's return to duty. This statement must be submitted on the form provided by the Board.
  6. The employee must cooperate fully with the administration and police, if necessary, in an investigation and action arising therefrom unless otherwise advised by the employee's own counsel.

## Limitations

- A. If the conditions above, which are applicable in a given instance, are met in full, the Board shall:
1. provide full payment for each full or partial day of such absence for which there is no payment by Workers' Compensation to a maximum of five workdays per incident. If the absence exceeds five workdays, the employee must apply for Workers' Compensation. If a subsequent award is made effective to the first day of absence for an injury resulting in absence, assault leave paid to the employee shall be returned to the Board by subsequent deductions from the employee's regular pay.
  2. charge the absence as assault leave, which shall not be deducted from the employee's accumulated unused sick leave and/or vacation leave; and during the assault leave time, the employee shall continue to accrue such leaves.
  3. provide all other benefits to which the employee is entitled during the term of absence for assault leave. The Superintendent shall have the right to require a physical examination by a doctor which the Superintendent shall appoint. The cost of any such examination shall be paid by the Board.

## Bargaining Unit Employees

- A. Assault Leave is provided in Article 30 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees

## **Classified and Management Employees**

- A. Upon written request on the Leave Request form, the Superintendent will consider approving an Unpaid Leave for the specified reason. However, granting of unpaid leave is a matter subject to the Superintendent's discretion, with each request considered its own merits based on the facts and circumstances. Consequently, approval of an unpaid leave in one instance does not establish a precedent or past practice for any subsequent requests.
- B. Unpaid Leave may be granted for a maximum of six months for any personal reason of the employee. Unpaid leave may also be granted for a maximum period of up to one year for the purpose of education, training or specialized experience which would be of benefit to the Board. Unpaid leave may not be renewed or extended beyond the specified duration.
- C. Except for emergencies or unforeseen circumstances, unpaid leave must be requested at least thirty calendar days prior to the requested starting date. The Superintendent maintains authority to determine whether a request is considered to be an emergency or unforeseen circumstance.
- D. An employee may only use a leave of absence for the reason for which it was granted. If an employee fails to return from leave upon expiration of leave, the Superintendent may consider the employee's failure to return as job abandonment, and may remove the employee from the job and consider the employee as having resigned, effective from the beginning of leave.
- E. If it is determined that an employee is not actually using unpaid leave for the purpose for which the leave was approved, the employee may be directed to return back to work and the employee may be subject to appropriate disciplinary action, up to and including discharge from employment.
- F. An employee may return from a leave of absence before the time granted for leave expires, but only with prior notification and approval from the Superintendent.
- G. Upon timely return from unpaid leave, an employee will be reinstated to the employee's most previously occupied position or to a similar position if that position has been abolished. A temporary replacement, if any, will be removed from the employee's position upon reinstatement of the employee, but may be considered for other vacancies if qualified and suitable for the job.

## **Benefits While on Unpaid Leave**

- A. While on unpaid leave, an employee does not accrue sick leave or vacation. Likewise, the employee is not provided holiday pay for any official holiday that occurs during the period of absence. The employee however will continue to earn seniority with the Board.
- B. Medical insurance coverage will cease on the last day of the month during which the employee first went onto unpaid leave, unless the employee elects to continue coverage through CORBRA to continue coverage during the period of leave. Failure to timely pay the medical insurance premium as agreed upon during the period of leave will risk discontinuation of medical benefit coverage.

## **Bargaining Unit Employees**

- A. Bargaining unit employees are provided unpaid leave in accordance with Article 36 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

## **Summary of Workers' Compensation Benefit**

- A.** The Board participates in Ohio's Workers' Compensation program which provides compensation to an employee when unable to work due to employment-related injuries or illnesses. The Board contributes to the Workers' Compensation Insurance fund in an amount prescribed by the Bureau, with the Board being responsible for paying the full premium cost, with no cost levied to the employee.
- B.** All employees are covered by Workers' Compensation, including all full-time, part-time, intermittent and temporary employees.
- C.** Upon receipt of a claim, the Bureau of Workers' Compensation will determine eligibility for receipt of benefits in accordance with its processes and eligibility standards.

## **Responding to a Workplace Injury**

- A.** If injured on the job, the injured worker is to promptly receive needed medical attention. The injured employee or a coworker is authorized to seek out medical attention, without prior notifying a supervisor, if a supervisor is not immediately available. As soon as feasible while being treated for a workplace injury, the medical practitioner is required to be advised that the injury is job-related so proper forms can be completed to initiate the claim.
- B.** In accordance with the provisions specified in the "Drug and Alcohol Testing" policy, an employee who is injured on the job will be required to submit to drug and alcohol testing. Testing however shall be conducted only after required immediate medical attention has been provided.

## **Reporting**

- A.** No matter the severity of the injury, the injured employee or coworker is to notify a supervisor as soon as the injury occurs, or as soon as feasible after seeking and receiving needed medical attention.
- B.** As soon as practicable but not later than 24 hours after the injury occurred, a Report of Injury form shall be completed and submitted to the Superintendent. The report shall be completed no matter the severity of the injury. The report must accurately and completely document the date and time of the accident, the nature and apparent severity of the injury, the circumstances surrounding how it occurred, names of witnesses to the accident, and all other relevant information. The injured employee shall complete and sign the form if medically feasible, or if the employee is unable to complete it due to the injury, the form is to be completed by the supervisor responding to the incident, in collaboration with the injured employee, if feasible, and any witnesses.
- C.** If the injury required medical attention, the Superintendent should receive a statement, at the earliest possible date from the attending physician that explains the medical findings related to the injury.
- D.** Upon receipt of the completed and signed form and documentation, the Superintendent will review the report, and may request additional information if necessary to ensure that the injury is accurately and completely documented. Worker's Compensation claim forms may be certified by the Auditor's Office only when a Board injury report form has been submitted and the employee and physician sections have been completed on the Workers' Compensation forms.
- E.** The Report of Injury, medical statements, and other information and documentation related to the incident are to be retained in a file, separate from the employee's personnel file.

- F. If the employee is unable to work due to the job-related injury, required Workers' Compensation forms will be timely completed and forwarded to the Bureau of Workers' Compensation in accordance with its processes and requirements.
- G. An employee who is injured on the job and must leave work to obtain medical treatment before completing their scheduled workday shall be granted paid workplace injury leave for the remainder of the shift if the time is needed for medical treatment.
- H. An injured employee may elect to use accrued sick leave, vacation leave, personal leave and compensatory time prior to receiving payments for Workers' Compensation. The employee may not, however, receive payments for sick leave while simultaneously receiving payment from Workers' Compensation. Vacation and sick leave benefits do not accrue to an employee while on Workers' Compensation.
- I. All sick leave, personal leave, compensatory time, vacation leave and unpaid leave taken as a result of a workplace injury, including any time spent on Workers' Compensation, is designated as Family and Medical leave.

#### **Employee Responsibilities While Absent on Workers' Compensation**

- A. An employee who has been approved for Workers' Compensation benefits is required to keep the Superintendent apprised of changes to the medical condition relevant to the job injury, expected date of return if known, medical statements, and other relevant information, including physician statements.

#### **Safety Investigations**

- A. When a serious accident occurs, or an incident occurs that could reasonably have resulted in a workplace accident, the Superintendent will initiate an investigation regarding the nature and cause of the accident or incident, and other facts and circumstances to sufficiently document it, and to assess and possibly change work safety standards and practices so to encourage employee safety.

#### **False or Fraudulent Claims**

- A. Filing or causing to file a false or fraudulent Workers' Compensation claim is both illegal and against policy. Therefore, applying for or receiving Workers' Compensation benefits with the intent to defraud will subject an employee to termination from employment, and possible investigation and prosecution by the State Bureau of Workers' Compensation.
- B. Each employee is expected to fully disclose any and all information that pertains to a false Workers' Compensation claim or benefit received for which the employee has knowledge. Employees are required to cooperate fully with any investigation conducted internally or by the Bureau of Workers' Compensation.

#### **Questions**

- A. If an employee has questions about health insurance coverage or other insurance plans offered, the employee should review the insurance booklet provided by the carrier or consult with the Business Manager.

## Transitional Work Program Policy

- A. The Board is committed to the safety and health of our employees. When an employee is injured on the job, or has been diagnosed with a job-related health condition, and has been approved for Workers' Compensation, the Board will strive to maintain the working status of the employee, including employing strategies to return the injured employee to work as quickly as safely and medically possible.
- B. The Transitional Work Program benefits Board employees by providing time and opportunity for the employee to recover from a work-related health condition or injury so to be able to return to regular job duties. Physical or occupational therapy may be provided at the work site as needed.
- C. The general goals of the program are as follows:
  - **Efficient Return to Work:** Establishment and implementation of a plan to most efficiently return the employee back to the employee's current job duties after suffering from a job-related injury or health condition, while preventing further injury or health problems.
  - **Early Intervention:** By timely utilizing the transitional work program and medical services, the employee will efficiently receive early intervention and resolution of the employee's medical and health condition.
  - **Proactive Transitional Work Strategies:** While participating in the transitional work program, the employee will receive assistance to help the employee progress back to the employee's original job duties. Such assistance may take the form of on-site therapy; functional capacity evaluation; job analyses; temporary job assignment and modified duty tasks; reasonable job accommodations that don't create an undue hardship on the Board; and safe work practice training. The Transitional Work Program Team is charged with monitoring and facilitating safe and efficient return to work strategies.
- D. This Transitional Work Policy is implemented through the procedures specified in this policy.

## Transitional Work Program (TWP) Procedures

- A. When a job-related injury occurs, the employee is required to promptly notify his or her supervisor. For non-emergency injuries, the supervisor and employee will follow the established injury report procedures, notify the TWP Coordinator and complete an incident report.
- B. For a non-emergency injury, the employee should be directed to (Kings Daughter Medical Center (KDMC Occupational Medicine). The physician on duty will provide necessary medical care and report the injury to Bureau of Workers Compensation (BWC) and Managed Care Organization (MCO), Comp Management Health Systems.
- C. The physician should complete the MEDCO-14 form (Physician's Report of Work Ability Form by the Bureau of Workers' Compensation of Ohio) or equivalent information sheet, which will indicate the injured worker's return to work status and any restrictions.
- D. If the injured worker is released to work without any restrictions, the supervisor will review all safety procedures with the employee and assign the employee back to the original job.

E. If the employee is released to work with restrictions, the following are the two scenarios:

1. The employee immediately returns back to the job with short-term (1 week or less) restrictions. The employee submits the doctor's restriction form to the supervisor and TWP Coordinator, who will initiate the Transitional Work Program.

The employee signs the Transitional Work Program Agreement (Form A), which specifically lists the restrictions and job duties to be performed. In this case, the Board will accommodate the restrictions and return the employee to full duty at the termination of the restriction period. Based on initial restrictions, a weekly or 30-day medical check-up may be required to progress the worker back to his or her original job

2. The employee returns immediately to the job but:
  - a. the Board finds it difficult or impracticable to find job tasks to accommodate the restrictions without creating an undue hardship on the Board;
  - b. the original restrictions are continued, or increased after a re-check; or
  - c. the injured worker experiences difficulty in progressing back to full duties.

In these cases, the TWP Coordinator will contact the MCO and On-Site Therapy Preferred Provider and the on-site therapist will provide the injured worker with treatment and education. The therapist will also serve as a consultant regarding any concerns raised by the employee's supervisor and TWP Coordinator. The injured worker, with the help of the supervisor, TWP Coordinator and on-site therapist, as needed, will strive to gradually progress back to full duty. If the injured worker is not progressing back to full duty within a month, the TWP Coordinator will work with MCO to initiate other strategies to assist the worker in returning to work.

F. If the employee is ordered to miss work by the physician of record, the TWP Coordinator will contact the Third Party Administrator, MCO Nurse Case Manager/Trans Work for assistance in obtaining the appropriate return-to-work documents. A job offer letter may be sent to the treating physician.

The supervisor or TWP Coordinator will regularly contact the injured worker for a medical status update and expected return to work date. The TWP Coordinator may contact BWC at the end of three months if the worker has not returned to work to facilitate a 90-day medical examination. The result of this medical examination will be shared with the management team to decide what next steps to take to facilitate the return to work. Vocational Rehabilitation Services may be used to facilitate return-to-work. The referral for Vocational Rehabilitation is initiated by the MCO as appropriate.

G. **Duration:** The duration of each Transitional Work assignment is based on medical need. Individuals will have their cases reviewed by the TWP Coordinator on an as needed basis. All Transitional Work Program assignments will have a maximum duration of sixty calendar days.

- a. The sixty day period will begin with the date of release to limited or restricted work established by the Physician of Record (POR) and will end upon the removal of the restrictions or at the end of the sixty day period, whichever occurs first.
- b. The transitional work assignment may be extended beyond sixty calendar days depending upon the circumstances of each case as determined by the TWP Coordinator.

**H. Eligibility Criteria:** The Transitional Work Program is based on operational needs and implementation of processes that allows the employee to build medical capability to work in his or her original job within sixty calendar days. Transitional work is not a permanent reassignment of job duties. An employee is considered eligible for participation in the program if the employee meets each of the following criteria.

- a. The employee has sustained a work-related injury, occupational disease or illness, or reoccurrence/exacerbation of a pre-existing Board job-related condition that is likely to result in lost time from the job.
- b. The injury/illness is eligible for and allowed by the Ohio Bureau of Workers' Compensation.
- c. The employee has been released by attending physician to participate in a restricted duty Transitional Work Program.
- d. The employee has the potential of returning to his or her original job and is anticipated to be able to perform essential job duties to standard, within a period not to exceed sixty days.

**I.** An employee is **not** eligible for the Transitional Work Program if the:

- a. nature and the severity of the worker's disability indicate that the employee will never be able to perform the essential job duties of the original job, or will not be able to return to the original job within sixty days.
- b. employee's involvement in the program is temporarily disrupted or limited due to an aggravation or change of medical condition.
- c. employee is not making progress toward regular job duties within 4-6 weeks with the help of on-site therapy. The case will then be reviewed by the TWP Coordinator and the employee may be discharged from the Transitional Work Program. The TWP Coordinator will work with MCO to initiate other strategies to assist the worker in returning to work. For example: referral for vocational services that may be offered by the Ohio Bureau of Workers' Compensation. The injured worker may continue to receive financial support, vocational guidance and specialized vocational program(s) so the employee can return back to work in the employee's former job.

**J. Compensation:** While in the Transitional Work Program, the employee is paid the employee's regular rate of pay for each hour worked. No overtime is permitted to be worked beyond the normal scheduled working hours. All the other benefits will be continued based on the employee's active pay status.

If there is a need for on-site therapy, the employee will be paid his or her regular rate of pay for the actual time spent in therapy which occurs during the employee's scheduled work time. Leaves during the program will follow the established attendance policies and procedures.

### **Components of the Transitional Work Program**

**A. Temporary Job Assignment:** The employee's supervisor and TWP Coordinator will use the information from job analyses and job banks to identify the job tasks that accommodate restrictions set forth by the employee's treating physician. The employee should return as close to the employee's regular job and shift assignment as possible. Shift and job tasks changes may be necessary to accommodate the restrictions. The Superintendent will make the decision of shift changes with input from the employee's supervisor and TWP Coordinator. As recovery progresses, in compliance with the treating physician's restrictions, the normal work activities will be added so that within sixty days the employee will be performing most, or all of the employee's regularly assigned essential job duties.

- B. On-site Therapy/Treatment:** may be combined with off-site therapy, if necessary. A licensed occupational or physical therapist may provide on-site therapy, exercises, job task progression, and education on injury prevention as needed. If appropriate, the worker may need to attend a local clinic for treatment, such as: equipment-oriented exercises, aquatic or other modality treatment. A home program may be given to the employee to follow up at home. The therapist will also serve as a consultant to any concerns raised by the injured employee's supervisor and Board management. The initial evaluation, weekly progress notes, and discharge summary will be forwarded to the TWP Coordinator, physician of record, and MCO.
- C. Functional Capacity Evaluation:** A functional capacity evaluation may be performed to determine the return-to-work readiness of the employee, which includes strength, endurance and pace as well as the behavioral and work -specific abilities, of the employee. Functional Capacity evaluation is useful when returning to the original work is questionable. The results of a functional capacity evaluation can provide objective estimation of the individual's ability to perform physical demands at different levels over periods of time.
- D. Job Modification:** In cases where the employee's job has elements with strong potential for re-injury or causing other musculo-skeletal disorders, the therapist may recommend modifications, which should not cause undue hardship on the Board and which will require approval from both the physician of record and the Board.

### **Responsibility of the people in Transitional Work Program**

#### **A. Transitional Work Program Coordinator-Business Manager**

- a. Manages the internal injury report and claim process.
- b. Initiates early intervention strategies.
- c. Works with applicable supervisor(s) to monitor workers in the program and reviews the progress weekly.
- d. Coordinates transitional work activities with providers, case manager, BWC, Third Party Administrator and MCO.

#### **B. Employees**

- a. Maintains regular consistent attendance during the program.
- b. Performs only those work tasks identified by the supervisor/WP Coordinator with input from the therapist (if there is a therapist involved in the program).
- c. Observes safe work practices.
- d. Working overtime is not permitted while participating in the Transitional Work Program.
- e. Follows all established personnel policies and procedures of the Board.
- f. Promptly informs the TWP Coordinator of any changes in physical condition and results of all medical examinations.

#### **C. Immediate Supervisor**

- a. Follows the Board's injury report procedures and inform the Transitional Work Program Coordinator about the injury immediately.
- b. Works with the injured employee and TWP Coordinator to identify work tasks, which fit the restrictions set by the treating physician.
- c. Ensures worker is performing job duties within restrictions, and review and document worker's status weekly using the Agreement.
- d. Informs the TWP Coordinator of any problems that occur.
- e. Works with the therapist, if there is a therapist involved, to ensure that the worker is utilizing safe work practices and performing only those tasks outlined in the TWP.
- f. Meets with the on-site therapist, if necessary, to identify potential obstacles and successes of the program.

- g. Educates co-workers about the reasons for transitional work assignments.
- h. Identifies problems that may arise with co-worker relationships.
- i. Participates in the Transitional Work Committee.

**D. Preferred Vocational Case Manager of the MCO (when appropriate)**

- a. Coordinates approval and restrictions from physician of record and writes plan by incorporating all of the elements necessary to implement and ensure the success of the TWP, including an on-site therapist for an injured worker who is in the Vocational Rehabilitation Plan.
- b. Coordinates the communication among the parties involved in the TWP for an injured worker in the Vocational Rehabilitation Plan.
- c. Monitors worker's progress, provide follow-up.
- d. Assists in the decision-making and rehabilitation service planning if the injured worker's return to his/her job is uncertain.

**E. On-Site Therapist (if applicable)**

- a. Performs job analysis and functional capacity evaluation, and makes recommendations to progress the employee back to his/her original position.
- b. Communicates weekly to the Board, physician of record, and case manager.
- c. Provides necessary therapy and exercises to promote the employee's recovery and stamina.
- d. Makes recommendation for reasonable accommodation or job modification.
- e. Develops a home program appropriate for the injured worker to help expedite recovery and manage pain.
- f. Educates the employee in injury prevention and pain control techniques.

**F. TPA (Third Party Administrator)**

- a. Assists in investigation and certification processes of the claims.
- b. Provides on-going claim management following BWC guidelines.
- c. Provides Group Rating Discount if applicable.

**G. MCO (Managed Care Organization)**

- a. Expedites the referral for TWP.
- b. Maintains medical management and authorization for services.
- c. Serves as the designated contact person - Expedites the referral for Vocational Services, as needed.

**H. Physician of Record**

- a. Expedites written work restriction.
- b. Expedites employee return to work.
- c. Collaborates with MCO, as needed.
- d. Supports the Board's commitment to the TWP.

## **I. Bureau of Workers' Compensation**

- a. Provides Transitional Work Program development guidelines.
- b. Provides claim history reports for program evaluation and development.
- c. Serves as a resource and governing agency for the development of a Transitional Work Program.
- d. Assists the Board in the claims management process.
- e. Assists and educates the Board about the services provided by the BWC.

### **Modified Duty Tasks (Job Bank)**

- A. An injured worker will be placed into his or her original/target job as quickly as possible. However, there may be limited tasks from the original work that can be performed due to the restrictions set forth by the medical provider. If necessary, the Board will provide light duty tasks from alternative job responsibilities, on a shift appropriate for duties assigned, for any injured worker in the Transitional Work Program.
- B. Modified duty tasks may be from some other worker's job duties, or may be created for the injured worker specifically by the supervisor and TWP Coordinator. These tasks may include:
  - a. Tasks as brief as one hour.
  - b. Other tasks to comprise an eight-hour workday.
  - c. Tasks or work activities that do not exceed 10 pounds of lifting and carrying.
  - d. No excessive postural changes or highly repetitive movement (such as bending, stooping, reaching above shoulder, pushing/pulling, crawling etc.).
  - e. Work activities that can be performed in a seated position or tasks that allow the worker to alternate sitting and standing.
  - f. Work activities that do not use the injured body parties) to perform.
  - g. Tasks now being performed, which, if assigned to someone on transitional duty, would allow co-workers, time to accomplish additional work assignments.
  - h. Tasks should be meaningful and purposeful.

### **Preferred Providers**

- A. In order to provide prompt and quality care to workers, the Board recommends KDMC Occupational Medicine for employees with work related-injuries or diseases. The Board understands that the injured employees have the freedom to choose their own physicians at any time as approved by the BWC.
- B. The Board will work with the Transitional Work Developer and Managed Care Organization to establish high-quality on-site therapy program and Vocational Rehabilitation Services, when appropriate, to ensure the employees will receive the best care.

#### **Anchor Medical Provider**

KDMC Occupational Medicine

2245 Winchester Ave., Ashland, KY 41101

606-327-4600

8:00 am-4:30 pm, M-F

After hours or emergency: King's Daughters Medical Center Emergency

### **On-site Therapy Provider**

Workers Choice Health Services Inc.

Corporate Office

6089 Frantz Rd. Suite 102

Dublin, OH 43017

Phone: 614-793-8065

Referral Contact: 1-888-907-2667 Fax 1-866-381-2758

### **Return to Full Duty Original/Target Job**

- A.** When an employee completes the Transitional Work Program and is ready to go back to the full duty of his/her original or targeted job, a written release from the physician of record is required. The MEDCO-14 form (BWC Physician's Report of WORK ABILITY) or the physician's form, which has all the equivalent information as MEDCO-14 is acceptable.
- B.** If injured employee required therapy during the program, the therapist will work with the TWP Coordinator to make recommendations to the injured worker's physician about the releasing condition and date of returning to full duty.
- C.** If no therapy was required during the program, the TWP Coordinator will coordinate the release with the injured worker and his/her physician of record.

### **Eligibility Statement**

- A.** Should an employee be deemed eligible and feasible for the Transitional Work Program and refuse to participate in the program, the Board will pursue all available avenues to terminate benefit payments by the BWC based on non-compliance. A letter may be sent to the employee to specify the return to work procedures.

## Policy of Non-Discrimination

- A. In compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Board does not discriminate against persons who are members of, or apply to be members of a uniformed service; who perform, or apply to perform military duty; or who have service obligations.

## Paid Military Leave

- A. Full-time employees who are members of the Ohio National Guard, the Ohio military reserve, and the Ohio naval militia, or members of other reserve components of the armed forces of the United States, shall be provided a leave of absence from their respective duties without loss of pay for such time as they are in military service on field training or other active duty periods.
- B. Such paid leave shall be for up to 22 eight hour days, not to exceed 176 hours in any one calendar year. This service may be in one continuous period of time or may be accumulated intermittently over the calendar year.
- C. The employee is required to submit to the Superintendent an order or statement from the appropriate military commander as evidence of such duty.
- D. Employees who are members of the components specified in this section will be granted emergency leave for mob, riots, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision does not abrogate a veteran's present or future rights.
- E. If the leave exceeds the paid leave maximum for the year in which the call up occurs, additional leave shall be without pay.
- F. Employees who are members of the components specified in this section and who are called or ordered to military service for longer than a month of each calendar year, because of an executive order by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Sections 5919,29 or 5923.21 ORC are entitled, during the period designated in the order to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:
- a. the difference between his gross monthly wage or salary as an employee and sum of the employee's gross military pay and allowances received that month; or
  - b. five hundred dollars.
- However, no employee shall receive such payments if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.
- G. When called to active duty, an employee is required to submit to the Superintendent a copy of the induction notice.
- H. Single and family medical insurance coverage may be provided by the military for employees called to active duty. Therefore such employees are encouraged to participate in the military insurance plan [and to suspend the Board's group health insurance plan] during the period that they are active in the military. However, at the request of any employee, who is called to active duty, or at the request of the spouse or dependent of that person, the Board shall continue the health, medical and hospital benefit coverage for the duration of the time the person is on active duty. The person or spouse or dependent thereof who requests the continuation of coverage and the Board shall be liable for payment of the same costs for the coverage as if the person were not on a leave of absence.

- I. Should the employee on active duty choose to suspend group medical insurance coverage through the Board, upon reinstatement following active military duty, the employee's medical insurance coverage with the Board will be reactivated.
- J. The Board provides re-employment rights to an employee on military leave for a period of up to five years as is specified in federal law.

### **Ohio Military Leave**

- A. The Board provides unpaid leave to eligible employees under Chapter 5906 of the Ohio Revised Code. This law allows time off to a spouse, parent, or legal guardian of a service member when the service member is deployed or injured in the line of duty.
- B. An employee may take unpaid leave for up to 10 days (or 80 hours whichever is less) each calendar year under the guidelines outlined in this policy.
- C. To be eligible for Ohio Military Family Leave, the employee must have worked for the Board for at least 12 consecutive months and have worked 1250 hours in the 12 months immediately preceding commencement of the leave. Employees must first exhaust all available forms of paid leave, except sick leave or disability leave.
- D. The employee requesting leave must be the parent, spouse, or person who has or had legal custody of the uniformed services member that is called to active duty for longer than 30 days or is injured, wounded or hospitalized while serving on active duty.
- E. The employee must provide at least a 14 day notice of intention to take leave in the case of active duty deployment, or two day notice for a service member who sustains an injury. No notice is required for leave taken in the event of critical or life-threatening injuries to the service member.
- F. The employee may be asked to provide certification from the appropriate military authority to verify the need for leave. In the case of deployment, leave must be taken no more than two weeks prior to or one week after the date of the service member's deployment.
- G. An employee will not be paid wages or a salary during the leave, but will receive other benefits during the leave and shall be responsible for the same proportion of the cost as when the employee was not on leave.
- H. Upon completion of the leave, the employee will be restored to the same or equal position held before taking the leave with the same seniority, benefits, pay and other terms and conditions of employment.

### **Bargaining Unit Employees**

- A. Military leave is provided in Article 34 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees

## **Section 15**

# **BUSINESS EXPENSES**



## Introduction

- A. Employees are reimbursed for authorized expenses incurred while traveling on official Board business. An employee is eligible for expense reimbursement only when travel has been authorized in advance and in writing by the Superintendent. No expense reimbursements are paid for an employee's normal commute between home and the Board.

## Expense Request Report

- A. Within the 30 day period from the date that expenses were incurred, an Expense Report is to be completed, signed and submitted to the Superintendent by the employee seeking reimbursement.
- B. The Superintendent will review the Expense Report and will sign the report, indicating whether expense reimbursement requests are approved or denied, in full or in part. Expenses are not be reimbursed without proper documentation and receipts, or which are claimed contrary to this policy.
- C. The original Expense Report will be retained by the Board, with a copy returned to the employee.

## Reimbursable Expenses

- A. Expenses are reimbursed, as follows, upon submission of an Expense Report that accounts for actual expenses incurred during eligible and approved travel.
  - a. **Mileage:** When an employee uses a personal vehicle for official Board business travel, the employee is reimbursed for actual miles traveled at the current IRS mileage rate. This payment is considered to be total reimbursement of all vehicle-related expenses, including fuel, oil, depreciation, repairs and other vehicle expenses. Mileage is paid to only one of two or more employees traveling on the same trip, and in the same vehicle. A detailed account of actual miles traveled showing the starting point, destination, and total miles traveled must be provided by the employee claiming reimbursement on the Expense Report. No mileage reimbursement is made unless the employee possesses a State motor vehicle operator's license, carries automobile liability insurance on the personal vehicle used for business, and has filed with the Board a current copy of the license and insurance coverage as required in these policies.
  - b. **Parking and Tolls:** Charges incurred for parking, and highway and bridge tolls, expended en-route to, from and at the destination are reimbursable at the actual amount. Reimbursement is made only for those trips that are approved for mileage reimbursement and which are itemized on the Expense Report. Receipts are required for tolls that are \$1.00 or more.
  - c. **Meals:** Expenses incurred for meals while on official Board business are reimbursed when travel occurs outside of Lawrence County and when the travel extends through a normal meal period. Meals are reimbursed at actual cost, but not to exceed a total of \$51.00 per day, which is intended to cover the cost of breakfast, lunch and dinner. It is expected and required that employees order reasonably priced meals while traveling at the Board's expense. Tips are reimbursable at a maximum of 15% of the cost of the meal, which are included in the \$51.00 per day limit. Alcohol beverages and deserts are not reimbursable. There is no reimbursement made for meals that are expensed within Lawrence County unless the meal is approved by the Superintendent as being an integral part of an approved meeting or conference.

- d. Overnight Expenses:** Expenses covering the actual cost of lodging (single room rate) is reimbursed, in full, when an employee travels out of Lawrence County on official business and when travel requires an overnight stay. Lodging expenses are reimbursed only with prior written authorization of the Superintendent. Lodging expenses may be prepaid or directly billed to the Board, in which case, no expense reimbursement for lodging shall be due to the employee.
  - e. Air Travel:** Air travel is reimbursable when travel by air is the most economical or practical manner of travel to a business location. The Superintendent reserves the right to determine the most economical and practical method of travel. Reimbursement for air travel must be at coach or economy rates, and not business or first class. Baggage fees incurred are reimbursable for no more than two bags.
  - f. Phone Calls:** Personal telephone calls made from the motel/hotel's landline phone or any other landline is not reimbursable. When traveling, employees are to use their personal cell phones to call home or to make other personal or business calls.
- B.** Expenses that are not reimbursable include, but are not limited to: entertainment; alcoholic drinks; tips for porters or bellhops; room service; unreasonably priced meals; personal hygiene items; dry cleaning; and other miscellaneous expenses incurred other than those specified in this policy as being eligible for reimbursement.

#### **Registration for Meetings, Conferences and Conventions**

- A.** The Board pays registration fees for meetings, conferences and conventions, normally on a reimbursable basis. Advances for these fees may be permitted with the approval of the Superintendent, and when the fee is required to accompany the registration.
- B.** If an employee wishes to attend a meeting, conference or convention related to the employee's job responsibilities, the employee is to make advance written application for reimbursement of registration fees on the Expense Request Report. A copy of the function's agenda is to be attached to the request, as well as the date(s) of the event and other relevant information.

#### **Sales Tax Exemption**

- A.** Employees are to submit a sales tax exemption form from restaurants and hotels when applicable and available to eliminate the need to pay sales tax when traveling on Board business.

#### **Damage to Attire and Personal Effects**

- A.** You are expected to remain cognizant that your personal apparel or effects could be damaged while you are working, and therefore, when working, you should not dress or wear items that are of unusually high value or which are personally sentimental to you. Reimbursement will not be made for unusually expensive clothing or jewelry.
- B.** Other than those instances specified in paragraph A of this section, if your dress or personal effects are damaged while working, the Board will pay the un-reimbursed costs of the property. Replacement of damaged items will be set at comparable worth.
- C.** If damage to your dress or effects is the result of an individual's deliberate act, the individual or the individual's parent/guardian will be billed for the damages. The functioning level of the individual will be considered before deliberate intent is attributed to the action.
- D.** The incident involving damage must be reported and documented regardless of whether expense reimbursement is made or claimed.

## **BOARD CREDIT CARDS**

◆ POLICY 15.02 ◆

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- A.** If you request access to a Board credit card, you are to submit a purchase order. An approved purchase order is required before making a purchase. Board credit cards are only to be used for official Board business purposes and only for those purchases itemized in ORC 301.27
- B.** The Business Office will review the purchase order request, and approval or disapproval will be given by the Business Office or Superintendent. If approved, the Business Office will assign an in-house purchase order number designated by program codes to the request indicating the funds are available in the program's budget.
- C.** After the purchase order has been certified by the Auditor's Office, the Business Assistant will submit a copy of the purchase order request to the Program Administrator indicating the purchase order number and approval for procurement.
- D.** The employee will obtain the card from the Board Office, and then must return the card along with the receipt of purchase on the same day of the purchase. The amount on the receipt cannot exceed the amount of the purchase order. If the approved amount is exceeded, the employee may be responsible to pay for the overage.
- E.** Credit Cards are locked and secured in a fireproof safe in the Board Office.

## **Section 16**

# **COMPLAINTS AND APPEALS**



# COMPLAINT PROCEDURE

◆ POLICY 16.01 ◆

## Applicability

- A. A classified employee, who has successfully completed a new hire probationary period, may file a formal complaint under this procedure. Classified employees who are still in their new hire probationary period are employed at the pleasure of the Superintendent, and therefore are not provided the opportunity to submit a complaint under this procedure. Likewise, management employees may file a complaint under this procedure, except as otherwise specified in this policy.
- B. Members of the bargaining unit may submit grievances through the grievance procedure specified in the Article 22 of the current labor contract. Accordingly, members of the bargaining unit may not submit a grievance through the Complaint Procedure in this policy. Therefore, as used in this policy hereafter, the term employee shall refer only to management and classified employees.

## Basis of a Complaint

- A. A complaint may be filed under this procedure when there is a disagreement between an employee and management regarding the alleged misinterpretation, misapplication of any policy in this manual, or any applicable employment law that affects the employee's terms, benefits, pay or conditions of employment.
- B. Complaints based on an alleged violation of the Board's equal employment opportunity policy or EEOC laws are to be submitted through the EEO Complaint Procedure specified in this manual.
- C. Informal counselings given to an employee are not appealable through this procedure. Likewise personnel actions for which rights of management employee to a hearing and appeal as specified in ORC 5126 and summarized in the policy titled "Discipline" are not appealable through this procedure. Performance evaluations are also not appealable through this procedure, but can be reconsidered as provided for in the policy titled "Performance Evaluations".
- D. Nothing in this policy denies a classified employee from appealing to the SPBR for matters which that body has jurisdiction, nor does it deny a classified or management employee from appealing to any State or Federal enforcement agency or court of competent jurisdiction. However, once an employee elects to use any external agency or court as a potential remedy, the employee is denied the remedy of this Complaint Procedure. Any complaints filed through this procedure prior to an external appeal will be considered withdrawn.

## Group Complaints

- A. If more than one employee has the same, or a substantially similar complaint arising from the same incident or circumstances, and where each employee involved is affected in the same way, and when the members of that group decide to file a formal complaint, the group must select one employee from among them, who will then process the complaint on behalf of the entire group.
- B. Each employee, selecting remedy through this procedure, must sign the group complaint. Failure of an employee to sign with the group complaint is considered a waiver of the opportunity to file a complaint pertaining to that issue by that employee, and possibly remedy thereof.

## **Timeframes**

- A.** Complaints shall normally be responded to within the timeframes specified in this procedure, except:
  - a.** a complaint cites issues of law which the respondent (Person hearing the complaint) cannot lawfully or appropriately address. In such case, the respondent may forward the complaint to the Prosecutor for an opinion before proceeding. All time limits set forth in this procedure shall be in abeyance until a response from the Lawrence County Prosecutor is received;
  - b.** when the nature of the complaint requires a thorough investigation into the facts and circumstances which cannot be reasonably conducted within the specified response time;
  - c.** when time limits are extended by mutual agreement of each party, in writing; or
  - d.** when the complaint cites issues related to health or safety, in which case the resolution process will be expedited.
- B.** If a complaint cannot reasonably be responded to within the specified timeframe for any of the specified reasons, management will so inform the employee. Responses will not be unnecessarily delayed. If the employee is not informed that a timeframe is delayed, the matter may proceed to the next step of the procedure.
- C.** If the employee submitting the complaint does not submit the complaint to the next step of the procedure within the specified timeframe, the matter will be considered to have been satisfactorily addressed and resolved at the prior step, and the form will be notated as “Resolved, the employee chose not to pursue”.
- D.** For the purpose of the policy, working days mean Monday through Friday, and shall exclude Saturdays, Sundays, holidays, and other non-working days of the employee or the management person assigned to hear and address the complaint.

## **Witnesses and Representatives**

- A.** Witnesses may be called by either the employee or management. If a witness is an employee of the Board, the person calling the witness must notify the employee’s supervisor to relieve the employee to attend the conference. A witness may submit a signed statement rather than attending the conference. However, either party may follow-up and clarify with the witness any information provided on the statement.
- B.** An employee and management may be represented by the person of their choosing. The expense of a representative(s), if any, shall be borne by the party calling them.
- C.** The management person to whom the complaint is submitted shall conduct the hearing, and has responsibility to objectively hear the complainant and witnesses prior to making a decision. However, the person conducting the hearing may limit the witnesses when the witness' testimony becomes redundant.
- D.** The employee and witnesses are all obligated to provide all accurate and complete information pertaining to the matter as it is known to that person.

## **Complaint Form and Documentation**

- A.** The initial complaint and all responses to it during each step shall be recorded on the Complaint Form. The completed form must be dated and signed by the employee and contain all pertinent facts as are known to the employee, along with the requested remedy.
- B.** Typing the complaint and responses electronically is preferred to ensure that it is legible. An electronic version of the blank form will be provided to the complainant upon request to initiate the complaint process.
- C.** Management responses at each step of the procedure shall be recorded on the complaint form, up to the step that the matter is resolved.

- D. During each step of the procedure in which the complaint proceeds, all information and documentation that has been collected by management in preceding steps shall be forwarded to management who are assigned to address the following step.
- E. Remedy to a complaint is to be addressed and appropriately resolved at the lowest possible level.

**No Retaliation**

- A. An employee who elects to file a complaint will not be subjected to any form of harassment, or retaliation because the complaint was filed, nor will any employee who may be called upon to testify in a complaint conference.

**Potential Remedies**

- A. Potential Remedies include a finding:
  - 1. in the employee's favor with the decision to grant the requested remedy.
  - 2. against the employee with the decision that the findings of fact do not support the allegation(s) and, therefore, the grievance and remedy requested.
  - 3. That the employee has a legitimate grievance but the remedy requested is improper. The proper remedy will be determined by the person hearing the complaint at each step, but with the final decision by the Superintendent at step 3 of the procedure.
- B. The Business Manager may be consulted by management during any step of the process for guidance regarding appropriate resolution of the complaint.
- C. Matters that exceed the authority of the person designated to address the complaint shall be so notated on the form, and the complaint shall be forwarded to the next step of the procedure.

**COMPLAINT PROCEDURE**

**Step 1: Informal Complaint Resolution – Immediate Supervisor**

Employees are encouraged to initially talk informally with their immediate supervisor to attempt to resolve the complaint, prior to filing a formal written complaint. The supervisor shall be approached within 5 working days of the incident or of the date that the matter became known to the employee. The immediate supervisor will try to resolve the complaint, no later than within 5 working days of receipt of the verbal complaint.

The employee may file a written complaint directly to step 2 within 5 working days of the immediate supervisor's response, or alternatively within 5 working days of the incident or the date that the matter became known to the employee.

**Step 2: Early Childhood Director, Principal/Director of SSA, Business Manager; Facilities Operations Manager.**

Complaints that are not resolved informally during Step 1 may be submitted to the employee's Department Head within 5 working days of the response in Step 1 or if submitting the complaint directly to step 2, within 5 working days of the incident or of the date that the matter became known to the employee.

The Department Head will review the complaint and will meet with the employee during a conference, within 5 workdays of receipt of the complaint. Within 5 workdays following the conference, the Department Head will issue a decision in writing on the Complaint Form, and the complainant will be provided a copy of the response.

### **Step 3: Superintendent**

Complaints that are not resolved informally during Step 2 may be submitted to the Superintendent within 5 working days of the response to Step 2.

The Superintendent will review the complaint and will meet with the employee during a conference, within 5 working days of receipt of the complaint. Within 5 workdays following the conference, the Superintendent will issue a decision in writing on the Complaint Form, and the complainant will be provided a copy of the response.

### **Step 4: Personnel Committee**

Complaints that are not resolved informally during Step 3 may be submitted to the Governing Board's Personnel Committee within 5 working days of the response to Step 3. The Personnel Committee will meet to review and discuss the matter within 5 working days of receipt of the response, or as soon as practicable. Within 5 days of meeting, the Personnel Committee's will issue a written decision which shall be final.

## Classified Employees

**A. Probationary Period Employees:** A classified employee, who is currently in the hire probationary period, serves at the pleasure of the Superintendent and accordingly may be discharged from employment, at any time during the probationary period, with or without cause or prior notice.

**B. Classified Non-Probationary Period Employees:** A classified employee, who has successfully completed the new hire probationary period, may file a complaint through the Complaint Procedure to appeal personnel actions, such as terminations, suspensions, demotions, pay or job reductions, written reprimands and layoffs, or for other reasons provided for in the Complaint Procedure.

A discharge from employment, suspension of 24 or more hours, demotion, pay reduction, layoff, reclassifications and other actions under the authority of the SPBR may be appealed by a classified employee [who has successfully completed a new hire probationary period] to the SPBR in accordance with its rules. Appeals to the SPBR must be timely filed with the SPBR in accordance with its timeframes as specified in section 124-1-03 of the Ohio Administrative Code. The SPBR has authority to decide whether an appeal warrants a hearing. On appeal, the decision or action contested in the appeal may be affirmed, disaffirmed, or modified by the SPBR.

Once a classified employee files an appeal with the SPBR, the employee waives the right to appeal internally through the Board's complaint procedure. Any complaints filed through this procedure prior to an external appeal will be considered withdrawn.

## Management Employees

**A.** The SPBR does not hear appeals of management employees because they are unclassified, however, management employees are provided the opportunity for a hearing and to appeal as is specified in ORC 5126 and summarized in the policy titled "Discipline".

## Bargaining Unit Employees

**A.** Bargaining unit employees may appeal a breach, misinterpretation or improper application of the labor agreement in accordance with the procedure specified in Article 22 of the current labor agreement. In accordance with Article 1 of the labor agreement, the SPBR shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

**Section 17**  
**DISCIPLINE**



## Disciplinary Principles

- A. Employees are advised of job and conduct expectations through policies specified in this manual, position descriptions, performance evaluations, management directives and other personnel practices. Employees are expected to know and follow all performance and conduct standards as a condition of initial and continued employment.
- B. The consequences of misconduct is specified in the policy titled “Important Information” which states in part, that “Violation of any policy in this manual, or any reasonable and lawful directive issued by the Superintendent or another supervisor may result in disciplinary action, up to and including termination from employment”. Likewise, consequences are communicated through disciplinary actions, plans of corrective action, performance evaluations, performance goals, and other personnel practices.
- C. Each offense or performance issue that warrants discipline is to be promptly addressed within a reasonable timeframe after the matter occurs, or as soon as it becomes known to the Superintendent or other management.
- D. Discipline is to be applied objectively in accordance with the tenets of just cause, and appropriate to specific facts and circumstances.
- E. Disciplinary levels include:
  - informal counseling;
  - written reprimand;
  - unpaid suspension for up to 3 workdays;
  - unpaid suspension for up to 10 workdays; and
  - discharge.

Disciplinary levels may be applied in any order, and may be omitted or repeated depending on specific facts and circumstances, the nature and seriousness of the offense, and other relevant factors.

- F. When appropriate to the situation and at the Superintendent’s option, a working suspension may be administered in place of an unpaid suspension. The employee will be required to work through the period of a working suspension, and will receive pay for all time worked. However the working suspension shall have the same disciplinary force and effect as a suspension without pay. Applying a working suspension in one instance does not set a precedent or past practice for any subsequent instance.
- G. Discipline shall be administered privately with the employee, in the absence of other employees, except those who are responsible for administering the disciplinary action, and except in circumstances where there is a serious immediate threat to health, safety or well-being of others.

## Disciplinary Investigations

- A. Policy violations and other instances of misconduct will be investigated prior to administering disciplinary actions. The extent and scope of the investigation shall depend on the specific facts, circumstances, apparent seriousness, and other factors.
- B. An employee, who is subject to the investigation, or witness to the matter, must answer all questions truthfully and completely as it is known to the employee.

**Disciplinary Authority**

- A. Department Heads and other supervisors have authority to approve informal counselings and to recommend disciplinary suspensions and discharges to the Superintendent. The Superintendent retains final authority for approving all disciplinary suspensions and discharges from employment.
- B. Prior to administering discipline, the facts and circumstances should be reviewed with the Business Manager to offer guidance, and to ensure compliance with policy, applicable law, applicable labor contract provisions, and to assess the appropriateness of the proposed action in consideration of facts and circumstances.

**Disciplinary Meeting**

- A. The Department Head and immediate supervisor are responsible for meeting with the employee to administer informal cautionings. The Superintendent and Business Manager may also attend the meeting as needed or requested.
- B. The Superintendent and Department Head shall be responsible for meeting with the employee to administering an unpaid (or working) suspension, or discharge from employment. The Business Manager may also attend disciplinary meetings as needed or requested.
- C. One of the management persons attending the meeting will serve as a witness and will be assigned the responsibility of taking notes to document the proceeding.

**Disciplinary Documentation**

- A. Disciplinary actions are recorded on the forms as follows depending upon the employee’s job category.

Disciplinary Action	Discipline Form	Applies to the Following Employment Categories
Informal Counseling	Board’s “Order of Discipline”	Management, Classified & Bargaining Unit Employees
Suspension (up to & including 10 days)	Board’s “Order of Discipline”	Management & Bargaining Unit Employees
Suspension (Less than 24 hours)	Board’s “Order of Discipline”	All Classified employees
Suspension (24 or more hours)	State “Order of Removal ..... Suspension ”	All Classified Employees
Discharge	State “Order of Removal ..... Suspension	All Classified employees
Discharge	Board’s “Order of Removal”	Management & Bargaining Unit Employees

- The State Removal Order form can be accessed and completed online at the SPBR’s website, i.e. <http://pbr.ohio.gov/Resources/FormsPublications.aspx>

- B. General processes for completing and administering disciplinary form are as follows.
  - a. **“Board’s “Order of Discipline Form”**: When informal counseling a management or bargaining unit employee, the immediate supervisor or Superintendent has authority and responsibility to complete and sign the form. Only the Superintendent has authority to sign an order to suspend or discharge an employee. At the disciplinary meeting, the employee will be given the original of the completed Order of Discipline and will be requested to sign it.

- b. **“State Order of Removal...Suspension...”** The Superintendent will complete this form when discharging or suspending (for 24 or more hours) a classified employee in accordance with instructions specified on the form. The State does not require that a classified employee receiving the “State Order of Removal...Suspension...” to sign the form, however, the Superintendent must sign the original Order, and provide it to the employee on or prior to the effective date of the disciplinary action. The Superintendent will document the date and time that the order was given to the employee and the employee will be requested to sign the documentation.
- C. If the employee chooses to refrain from signing the Order of Discipline or other documentation as specified above, management and the witness will so note and initial the refusal on the form or documentation. Notwithstanding the fact that an employee refuses to sign, an employee, who is not subject to discharge, remains responsible for performing the job and conducting behavior in accordance with Board expectations. Likewise, the act of refusing to sign shall not be a legitimate basis for challenging the validity of a disciplinary action or discharge from employment.
- D. A copy of the completed form is retained in the employee’s personnel file. The employee may, at the employee’s choice, submit a signed written response to a disciplinary action to be included in the employee’s personnel file but is not permitted to change, scratch off, or otherwise deface the content contained in the form in any manner.

### **Management Employees**

- A. The discipline of an unclassified management employee shall be administered in accordance with ORC 5126.23.
- B. A management employee may be removed or suspended for violation of written rules set forth by the Board of for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or other acts of misfeasance, malfeasance or nonfeasance.
- C. Prior to removal or suspension of a management employee will be notified in writing of the charges and at least seventy-two hours prior to the conference, the employee shall be given a copy of the charges against him. Not later than thirty days after receiving such notification, a predisciplinary conference shall be held to provide the employee with the opportunity to refute the charges against him.
- D. If the removal, suspension or demotion action is directed against a management employee, the conference shall be held by the Superintendent or a person the Superintendent designates. The Superintendent shall notify the management employee within fifteen days after the conference of his decision with respect to the charges. If the removal, suspension or demotion action is directed against the Superintendent, the conference shall be held by the members of the Board or their designees, and the Board shall notify the Superintendent within fifteen (15) days after the conference of its decision with respect to the charges.
- E. Within 15 days after receiving notification of the results of the predisciplinary conference, an employee may file with the Board a written demand for a hearing before the Board or before a referee, and the Board shall set a time for the hearing which shall be within 30 days from the date of receipt of the written demand, and the Board shall give the employee at least twenty 20 days’ notice in writing of the time and place of the hearing.
- F. If a referee is demanded by an employee or the Board, the hearing shall be conducted by a referee selected in accordance with the provisions specified in this section; otherwise, it shall be conducted by a majority of the members of the Board and shall be confined to the charges enumerated at the predisciplinary conference.

- G.** The referees for the hearing shall be selected from the list of names compiled by the superintendent of public instruction pursuant to section [3319.161](#) of the Revised Code. Upon receipt of notice that a referee has been demanded by an employee or a county board, the superintendent of public instruction shall immediately designate three persons from such list, from whom the referee for the hearing shall be chosen, and the superintendent of public instruction shall immediately notify the designees, the county board, and the employee. If within five days of receipt of the notice, the county board and employee are unable to agree upon one of the designees to serve as referee, the superintendent of public instruction shall appoint one of the designees to serve as referee. The appointment of the referee shall be entered in the minutes of the county board. The referee appointed shall be paid the referee's usual and customary fee for attending the hearing which shall be paid from the general fund of the Board.
- H.** The Board shall provide a complete stenographic record of the proceedings and a copy of the record shall be furnished to the employee.
- I.** Both parties may be present at the hearing, be represented by counsel, requires witnesses to be under oath, cross-examine witnesses, take a record of the proceedings, and require the presence of witnesses in their behalf upon subpoena to be issued by the county board. In case of the failure of any person to comply with a subpoena, a judge of the court of common pleas of the county in which the person resides, upon application of any interested party, shall compel attendance of the person by attachment proceedings as for contempt. Any member of the Board or the referee may administer oaths to witnesses. After a hearing by a referee, the referee shall file his report within ten (10) days after the termination of the hearing. After consideration of the referee's report, the Board, by a majority vote, may accept or reject the referee's recommendation. After a hearing by the Board, the Board, by a majority vote, may enter its determination upon its minutes. If the decision, after hearing, is in favor of the employee, the charges and the record of the hearing shall be physically expunged from the minutes and, if the employee has suffered any loss of salary by reason of being suspended, he shall be paid his full salary for the period of such suspension.
- J.** Any employee affected by a determination of the Board under this division may appeal to the court of common pleas of the county in which the Board is located within thirty (30) days after receipt of notice of the entry of such determination.
- K.** The appeal shall be an original action in the court and shall be commenced by the filing of a complaint against the Board, in which complaint the facts shall be alleged upon which the employee relies for a reversal or modification of such determination.
- L.** Upon service or waiver of summons in that appeal, the Board shall immediately transmit to the Clerk of Court for filing a transcript of the original papers filed with the Board, a certified copy of the minutes of the Board into which the determination was entered, and a certified transcript of all evidence adduced at the hearing or hearings before the Board or a certified transcript of all evidence adduced at the hearing or hearings before the referee, whereupon the cause shall be at issue without further pleading and shall be advanced and heard without delay. The court shall examine the transcript and record of the hearing and shall hold such additional hearings as it considers advisable, at which it may consider other evidence in addition to the transcript and record.

**M.** Upon final hearing, the court shall grant or deny the relief prayed for in the complaint as may be proper in accordance with the evidence adduced in the hearing. Such an action is a special proceeding, and either the employee or the Board may appeal from the decision of the Court of Common Pleas pursuant to the Rules of Appellate Procedure and, to the extent not in conflict with those rules, Chapter 2505 of the Revised Code.

**Bargaining Unit Employees**

**A.** Discipline of bargaining unit employees shall be administered in accordance with provisions specified in Article 21 of the current labor contract, and in accordance with the applicable provisions specified in this policy and the policy titled “Predisciplinary Conference” in so far as the provision does not conflict with Article 21. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

**Classified Employees**

**A.** Discipline of classified employees shall be administered in accordance with provisions specified in ORC section 124.34 specifically for:

- Incompetence
- Insubordination
- Malfeasance
- Inefficiency
- Discourteous treatment
- Nonfeasance
- Dishonesty
- Neglect of duty
- Conviction of a felony [as
- Drunkenness
- Failure of good behavior
- Violation of any Board policy
- Immoral conduct
- Misfeasance

**B.** Discipline of classified employees shall be administered in accordance with provisions specified in this policy, as well as the policy titled “Predisciplinary Conference”.

## **Classified Employees**

- A.** If a classified employee is alleged to have committed a violation that could result in a suspension [without pay or working suspension] or discharge from employment, a pre-disciplinary conference will be conducted to give the employee an opportunity to offer an explanation.
- B.** The conference will be conducted by the Superintendent (or designee selected by the Superintendent including the Business Manager or other management who is not directly in a direct or indirect reporting relationship to the employee). Alternatively, the Superintendent may select an objective qualified person from outside of the Board to conduct the conference.
- C.** Not less than seventy-two hours prior to the conference (unless consented to otherwise by both parties), the employee will be provided with a “Notice of Pre-Disciplinary Conference” which summarizes the alleged violation. This notice may be personally delivered or mailed (certified, with return receipt requested) to the employee.
- D.** The employee may choose to:
  - 1.** appear at the conference to present an oral or written explanation;
  - 2.** appear at the conference and have a chosen representative present an oral or written explanation; or
  - 3.** waive the pre-disciplinary conference (in writing). [Failure to respond to the notice, or attend the conference shall be considered that the employee chose to waive the conference.]
- E.** An employee, who chooses to attend the conference and present an explanation, must answer all questions truthfully and completely. If the subject of the discipline responds untruthfully or withholds relevant information, the employee will be subject to disciplinary action, up to and including discharge. Likewise, any witnesses called upon by either management or the employee to provide information pertaining to the disciplinary matter shall be responsible for providing only truthful and complete information as it is known, or be subject to disciplinary action, up to and including discharge from employment.
- F.** The employee may be represented by a person of the employee’s choosing. The Superintendent will attempt to schedule the conference at a time that is mutually agreeable to the chosen representative, if any. However, the Superintendent will not unnecessarily delay the conference if it appears that the representative is not making a good faith effort to agree to a mutual day and time within a reasonable time frame. The Superintendent maintains sole discretion to determine whether or not a scheduled predisciplinary conference should be postponed, due to the unavailability of the employee representative.
- G.** At the conference, the employee and witnesses, if any, may present testimony, witnesses, or documents that are relevant and material to the alleged violation and which explain whether or not the alleged violation occurred. The employee is required to provide a list of witnesses to the Superintendent not later than four hours prior to the scheduled start of the predisciplinary conference. The employee is responsible for notifying the employee’s witnesses (and the witness’ supervisor) that the employee’s attendance is desired.
- H.** If requested prior to the conference, the employee or the representative will be provided access to all evidence in the possession of the Board that is relevant to the case.
- I.** The employee or the employee’s representative, as well as the person conducting the conference, will be permitted to confront and question witnesses.
- J.** A written report will be prepared by the person conducting the conference which shall conclude whether or not the alleged violation occurred, but will not recommend whether or not discipline

is warranted or the level of discipline. Following the conference, the Superintendent will decide what discipline, if any, is appropriate.

- K. A copy of the report will be provided to the employee within 5 calendar days of the conference. The report may be hand-delivered, or mailed to the employee by certified mail, dated no later than the 5<sup>th</sup> calendar day.

**Bargaining Unit Employees**

- A. This policy applies to bargaining unit employees in so far as the processes are consistent with and do not conflict with the provisions specified in Article 21 of the current labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees.

**Management Employees**

- A. Management employees are provided due process under ORC 5126.23 which includes a predisciplinary conference.

## **PAID ADMINISTRATIVE LEAVE**

◆ POLICY 17.03 ◆

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- A.** If the Superintendent determines that a classified, bargaining unit or management employee's presence in the workplace prior to the implementation of discipline poses a potential risk to persons or property, or may be disruptive to Board operations or services, the employee may be placed on paid administrative leave pending the scheduling and outcome of the predisciplinary conference. During administrative leave, the employee will be paid the employee's regular hourly rate for time spent on leave that the employee was scheduled to work.
- B.** The act of placing an employee on administrative leave is not a disciplinary action.
- C.** Paid administrative leave shall be documented in a letter to the employee that specifies the effective date of the leave, that the employee will be paid the employee's regular salary or hourly rate for work hours normally scheduled during the leave, that the employee will be notified in writing of when the employee will be required to return, and other relevant information.
- D.** The duration of administrative leave shall be set by the Superintendent based on the length and extent of the disciplinary investigation, and other processes used to determine whether and what level of discipline is justified.

## **Section 18**

# **SEPARATION FROM EMPLOYMENT**



# **SEPARATION FROM EMPLOYMENT**

◆ POLICY 18.01 ◆

## **Introduction**

- A.** An employee may separate from service with the Board, through voluntary resignation, layoff, disability separation, retirement, involuntary discharge, or the employee's death.
- B.** Upon separation for any reason, scheduling adjustments, selection processes, payroll changes and other procedures will be initiated to meet the operational and staffing needs of the Board.

## **Voluntary Resignations**

- A.** When resigning, employees are asked to submit a letter of resignation, which includes the employee's intention to resign, the date the notice was given, the effective date of resignation, and the employee's signature. The letter of resignation is to be submitted to the Superintendent for acceptance. The letters is retained in the employee's personnel file.
- B.** Bargaining unit and classified employees are expected to give at least a two week notice prior to resigning to allow for staffing and scheduling adjustments. Failure to give proper notification will be recorded in the personnel file, and may result in the former employee becoming ineligible for re-employment. Management and other unclassified employees are requested to give a 4 week notice prior to the date of resignation.
- C.** At the discretion of the Superintendent, an employee who has resigned may be reinstated back into the employee's former position, in so far as the employee requests to be reinstated within one year of the date of resignation, and:
  - a.** The position is vacant.
  - b.** The employee resigned in good standing, meaning that evaluations were acceptable, the absence of no disciplinary actions in the employee's personnel file, and other job related factors determined to be relevant by the Superintendent.
  - c.** The employee remains qualified for the job.
  - d.** Reinstatement is in the best interest of the Board.

## **Resignation Through Job Abandonment**

- A.** Unless exceptional circumstances apply as determined by the Superintendent, an employee who is absent from work for three consecutive or non-consecutive workdays, without giving notification and receiving approval, will be considered to have voluntarily resigned without notice. The effective date of resignation will be the last day on which the employee worked prior to the unauthorized absence. The Superintendent will mail to the resigning employee a letter, at the employee's last known address, that accepts the resignation as of the effective date. The letter will also contain information pertaining to receipt of the final pay stub, direct the employee to return any property belonging to the Superintendent in the employee's possession, and other information as determined appropriate.
- B.** Although this policy allows for up to 3 days for an employee to be absent without notice prior to it being considered a resignation, failure to call in and receive approval for any duration of absence is cause for disciplinary action, up to and including discharge from employment.

## **Layoffs**

- A. The Board may find it necessary to reduce the size of its workforce for various business reasons including lack of work, lack of funds, or job abolishment or reorganization of positions that improves the efficiency and economy of service. Layoff determinations are not to be made for disciplinary reasons, and they are not made with consideration to race, color, religion, gender, national origin, age, military or veteran's status, political affiliation, genetic information sexual orientation, gender identification, or qualified mental or physical disability.
- B. When considering a potential reduction in force, the Superintendent will, as feasible, consider alternatives, including natural attrition, layoffs, budget cuts and other means. However, the Superintendent will determine the means and strategy that best meets the circumstances and needs of the Board. When layoffs are warranted, the following general processes are followed.
- C. When laying off:
- a bargaining unit employee, the layoff process specified in Article 20 of the current labor contract will be followed.
  - a classified employee, the requirements specified in the ORC Sections 124.321 through 124.38 will be followed, as summarized in the policy titled "Layoff Process".
  - a management employee shall be laid off in accordance with processes specified in policy titled "Layoff Process".
- D. An employee who is laid off may be eligible for unemployment compensation in accordance with applicable laws and eligibility requirements. The determination of who is eligible is made by the Bureau of Unemployment Compensation after consideration of the reasons and the facts and circumstances surrounding the employee's separation from service.

## **Disability Separation or Disability Retirement**

- A. When an employee becomes physically or mentally unable to perform the essential duties of his position, and except for an ADA disability, is otherwise qualified to perform the job's essential duties, the employee may request a reasonable accommodation that does not cause an undue hardship on the Board.
- B. In the event that no reasonable accommodation is available, and because of the medical condition, the employee is indefinitely unable to return to work, the employee may be disability separated from employment [see Disability Separation].
- C. When an employee becomes physically or mentally unable to perform the essential duties of his position, the employee may also be eligible to apply for, and receive disability retirement benefits under OPERS or STRS as applicable. The employee should check with the retirement system to determine if they are eligible to apply, the benefits, and other terms and conditions.

## **Retirement**

- A. Employees who are eligible to retire under their State retirement system are asked to submit a letter of retirement to the Superintendent. As a professional courtesy, employees are requested to submit the notice of retirement as soon as the date of retirement is known, or at least four weeks in advance of the effective date of retirement. The employee must also provide to the Superintendent a letter from the retirement system certifying that the employee is eligible for, and has been approved to retire under the retirement system.
- B. The notice of retirement and the letter certifying the retirement from the retirement system will be retained in the employee's personnel file.

### **Involuntary Discharge**

A. An employee may be involuntarily discharged from employment as follows.

- **Bargaining Unit Employee:** A bargaining unit employee who is terminated will be terminated for just cause in accordance with the process, terms and conditions specified in Article 21 of the current contract.
- **Classified Employee:** A classified employee who is terminated will be terminated for just cause in accordance with the process, terms and conditions as specified in the “Discipline” policy, and for one or more of the reasons specified in ORC 124.34.
- **Management Employee:** A management employee will be discharged from employment in accordance with the terms and conditions specified in ORC 5126.23.

### **Death**

- A. An employee who passes away while in active employment shall be considered to have terminated employment as of the date of the employee’s death. The surviving spouse or others, as specified in Section 2113.04 O.R.C., will then be eligible to receive sick leave conversion payment for which the decedent would have been otherwise qualified for at time of retirement.
- B. The surviving spouse or others shall also be paid any pay that the employee would have otherwise been due had the employee lived and separated from employment, specifically pay for time worked but not yet compensated, and accrued but unused vacation leave and personal leave.

### **Return of Board Property**

- A. An employee who separates from employment for any reason must return all assigned equipment, keys, electronic disks and files, and other Board property to the employee’s supervisor on or prior the last day worked, or otherwise as directed by the Superintendent.

### **Bargaining Unit Employees**

- A. Separation from employment, and terms and conditions thereof are specified in various articles of the labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees

## **Introduction**

- A. When an employee becomes physically or mentally unable to perform essential duties of his position, and reasonable accommodation is not available or is denied because it would create an undue hardship on the Board, the employee may be voluntarily or involuntarily disability separated from employment with the Board. Alternatively, if the employee is eligible, the employee may apply for disability retirement under their State retirement system.
- B. An employee may be disability separated regardless whether the employee was previously placed on, or exhausted Disability Leave when the prognosis indicates that the employee will be unable to return to work in full capacity, either with or without a reasonable accommodation.
- C. Should an employee be placed on either a voluntary or involuntary Disability Separation, the effective date of separation is the date that the employee last worked.
- D. The act of disability separating an employee is not, and should not be construed to be a disciplinary action, but rather is a separation from employment without fault of the employee.
- E. The processes for placement of an employee on voluntary or involuntary Disability Separation are as follows in this policy. The employee with a physical or mental disability that precludes the employee from performing job duties should check with OPERS or STRS, as applicable, regarding the process, eligibility requirements and benefits of disability retirement under the retirement system.

## **Voluntary Disability Separation**

- A. A voluntary disability separation occurs when the employee does not dispute the inability to perform essential job duties of his position because of a disabling illness, injury or condition. A voluntary disability separation may be requested by the employee when the employee is declared physically or mentally incapable of performing the duties of his position by a licensed physician.
- B. The employee will be required to submit to the Superintendent medical documentation that substantiates the disability, and prognosis. The Superintendent may require the employee to submit to an examination by an appropriate practitioner selected by the Superintendent and paid for by the Board. Whether a second opinion is required or not is at the discretion of the Superintendent based on the facts and circumstances.
- C. Based on the medical evidence presented, the Superintendent will consider the request and will approve or disapprove the request.

## **Involuntary Disability Separation**

- A. In the event that an employee is unable or unwilling to admit a physical or mental incapacity which precludes the employee from performing essential job duties, the Superintendent may request that an employee submit to a medical or psychological examination, as provided for in these policies. The employee's medical practitioner may provide medical documentation regarding the employee's ability to effectively and safely perform job duties, or the Superintendent may require the employee to submit to an examination by an appropriate practitioner selected by the Superintendent and paid for by the Board. Whether a second opinion is required or not is at the discretion of the Superintendent based on the facts and circumstances.
- B. When results of the examination confirm that the employee is unable to effectively and safely perform essential job duties, the Superintendent may institute pre-separation proceedings.
- C. Under pre-separation proceedings, a hearing will be scheduled and advance written notice of at least 72 hours shall be provided to the employee. The employee may either waive his right to the

hearing, or may choose to attend the hearing and examine the documentation that substantiates the disability separation, to rebut the evidence, and to present testimony and evidence on the employee's behalf.

- D. The Superintendent shall consider all available documentation and shall make the decision to proceed with the involuntary disability separation, or to declare the employee physically and mentally fit to perform essential job duties. If involuntarily separated, the effective date of separation shall be the date in which the employee was no longer in active work status due to the disability. The Board shall provide to the disability-separated employee, at the time of separation, reinstatement rights and procedures.
- E. Reinstatement rights following a disability separation extend for two years from the date such leave is granted. Following this two-year period, the separated employee has no reinstatement rights and the temporary employee shall become permanent.
- F. For a period of two years following a voluntary or involuntary disability separation, any appointment made to the position will be on a temporary basis, with the employee filling the position fully aware of its temporary nature.
- G. Should the employee be medically cleared to return from disability separation, the employee will be reinstated to the same or similar position within thirty days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, (either with or without a reasonable accommodation in the event of a disability covered by the ADA). The examination shall be conducted by a physician designated by the Superintendent, with its costs paid by the employee.
- H. If the employee's job classification or a similar classification no longer exists due to a job abolishment, the employee may be placed on layoff.
- I. If the Superintendent determines the employee is still not eligible for reinstatement, the employee may request a pre-reinstatement proceeding. The Superintendent will provide the employee with advance notice of the hearing. At the hearing, the employee has the right to examine the evidence of continuing disability, rebut the evidence and present testimony and evidence on his/her own behalf. The Superintendent will consider the evidence presented, and will decide whether or not to reinstate the disability separated employee. The Superintendent's decision shall be final.
- J. If continuing disability precludes reinstatement, the employee may be eligible to apply for Disability Retirement.

#### **Duration of Reinstatement Rights**

- A. If an employee is placed on disability leave, unpaid Family and Medical, or other unpaid leave prior to being disability separated for the same medical or mental condition, then the combined total of absence due to the disability shall not exceed two years for the purpose of reinstatement rights.

#### **Abuse**

- A. Should an employee be found to be requesting disability separation without good faith, or has been approved for disability separation on based on fraudulent documentation and evidence of disability, the employee will lose reinstatement rights and will be discharged from employment.

## Classified Employees

- A.** A layoff may become necessary of one or more classified employees due to a lack of work, lack of funds or job abolishment. If a layoff is necessary, the procedures specified in the ORC 124.321 shall be followed which is generally summarized below for informational purposes. However, when planning and implementing a layoff, the Board will depend on and follow the specific provisions of the Ohio Revised Code rather than the general summary as specified in this policy.
- B.** The Board will initially determine the classification(s) in which a layoff will occur, as well as the number of employees to be laid off within each classification. Included shall be calculation of retention points for all employees in the classification designated for layoff and those in that classification series, which retention points are calculated based on continuous service time with the Board and other applicable
- C.** The systematic procedure outlined in the Ohio Revised Code will be used to determine the order of layoff. With regard to classified employees, the Ohio Revised Code takes into account each classified employee's classification assignment, appointment type, and retention points.
- D.** Employees who are designated for layoff will be notified by a letter by registered mail at least 14 calendar days prior to the effective date of the layoff. The letter will include the effective date of layoff, reasons for the layoff, the employee's rights, responsibilities, and other required information, including the employee's right to appeal to the SPBR within that agency's timeframes.
- E.** The Board will post the layoff and recall lists on its bulletin boards or other public and conspicuous places.
- F.** At the employee's option, a laid off employee may displace ("bump") into another position, if available, by adhering to the following provisions specified in the Ohio Revised Code. An employee deciding to bump another employee must so notify the Superintendent, in writing, within 5 calendar days of receipt of the layoff notice.
- G.** In general, a laid off classified employee may displace another classified employee, with the fewest retention points, if the employee to be displaced is assigned to:
  - the same classification from which the employee was laid off;
  - a lower classification in the classification series from which the employee was laid off;
  - a classification that the laid off employee held immediately prior to the layoff. Notwithstanding, an employee may not displace employees in a classification if the employee does not meet the minimum qualifications of the classification or if the employee last held the classification more than 3 years prior to the date on which the employee was laid off.
- H.** If an employee displaces, that employee will be assigned to the pay range specified for the position to which the employee displaced, and will be paid a rate of pay in accordance with the Board's compensation program policies.
- I.** The Board may, in planning the layoff, determine which employees are designated for lay off. Prior to the official notification of layoff, the Board may communicate to affected employees that they will be laid off, and require that they provide to the Board, in writing, their election to displace or to not displace another employee.

- J.** A laid off employee may be reinstated at any time within one year after the effective date of layoff, provided a position is available, and the employee remains qualified to perform the duties of that position. However, a laid off employee must keep a current address on file with the Superintendent to remain eligible for recall.
- K.** Employees will not be laid off for disciplinary reasons.

### **Management Employees**

- A.** The Board has established a layoff procedure for its management employees pursuant to ORC 5126.21, as follows in this section.
- B.** The contracts of unclassified management and professional employees may be non-renewed at the discretion of the Superintendent, or employment may otherwise be terminated in accordance with the terms of the contract between the Board and the employee.
- C.** The Board maintains authority, at its sole discretion, to determine the job titles in which a reduction in force shall occur. Within each classification title designated for layoff, the order of layoff shall be as follows.
  - a.** Employees holding limited contracts within the classification shall be laid off before any employee who holds a continuing contract.
  - b.** Within each category of contract, part-time employees shall be laid off prior to full-time employees.
  - c.** Layoffs shall proceed in inverse order of seniority with the Board.
- D.** For purposes of this section of the policy, seniority means the total number of quarters of employment completed by an employee with the Board. Time with other county boards or other public service does not count toward the accumulation of seniority.
- E.** Laid off employees may not bump other employees and have no right to be reinstated back into the position from which the employee was laid off. However, in the event of a vacancy in the Board, a laid off management employee may apply to be re-employed. To be considered, the laid off employee will be subject to the hiring process specified in this manual.

### **Bargaining Unit**

- A.** Layoffs of bargaining unit members shall be conducted in accordance with the processes, terms and conditions specified in Article 20 of the current labor contract.

## **Compensation Upon Separation**

- A.** Upon separation from employment for any reason, the separated employee will:
  - a.** receive pay for all uncompensated hours that were worked during the final pay period, with the final pay calculated at the employee's regular rate of pay at the time of separation.
  - b.** be paid for any accrued but unused vacation leave and compensatory time on record as of the date of separation from service, with such pay calculated at the employee's current rate of pay. An employee is not paid for accrued but unused personal leave, and is not paid for sick leave upon separation, except upon retirement under OPER or STRS as applicable.
- B.** Upon retirement under the State retirement system, and as requested by the employee, the employee may convert unused sick leave to the employee's credit at the time of retirement, in accordance with the terms and conditions specified in the policy titled "Sick Leave Conversion Upon Retirement".
- C.** When an employee would otherwise lose medical insurance benefits due to a separation from employment for any reason (other than for gross misconduct), or in the event of other reasons as specified in the federal COBRA law, an employee may have opportunity to continue medical insurance coverage for a specified timeframe, but with the employee being responsible for the full premium cost, plus a 2% administrative fee. An employee will be sent a written notice of the opportunity to continue medical benefits and the terms and condition of continuation, upon separation.

## **Bargaining Unit Employees**

- A.** Separation from employment, and terms and conditions thereof are specified in various articles of the labor contract. Provisions of this policy that are not specifically addressed in the labor contract shall apply to bargaining unit employees

## **Section 19**

# **VOLUNTEER MANAGEMENT & TERMS**



## **Volunteers Management and Terms**

A. It is the position of the Board that the time and talents offered by volunteers greatly expand and enrich services provided to individuals with developmental disabilities.

### **B. Types of Volunteers**

The Board recognizes these three categories of volunteers:

1. **General Volunteer:** A person who has been approved, vetted, and trained to render direct or indirect services to the Board and/or the people served by the Board in accordance with the policies and procedures for employees. General volunteers have scheduled work times, which are expected to total more than 40 hours. This category also includes interns, student-teachers, etc.;
  2. **Limited Volunteer:** A person who has been approved to render services to an immediate family member for a particular outing such as a field trip. These volunteers are intended to work solely with their family members and are not to be put in charge of or in the service of other individuals.
  3. **Specialized Volunteer:** Is a visitor who represents a particular group (i.e., scout troop, high school class) or a particular agency or organization (i.e., civic club, college/university class) who assists with an event, conducts a particular project, observes for educational purposes, etc., which can be completed in less than 40 hours, and is under the direct and continual supervision of agency staff.
- C. Limited volunteers and specialized volunteers are generally exempt from the pre-service requirements which pertain to staff and general volunteers, including physical examination, criminal and database background checks and drug screening. This is because they serve less than the 40-hour benchmark set by the Ohio Department of DD.
- D. All volunteers under the age of 18 must obtain written parental permission to participate.
- E. **General Volunteers** General volunteers shall be accepted and assigned roles based on the needs of individuals served, on staff requests, and on the volunteer's skills, abilities, experiences and interests. The need for general volunteers will be determined by the superintendent or designee.
1. Persons acting as general volunteers will do so under the supervision of agency staff. At no time will a volunteer act in lieu of staff.
  2. Persons desiring to become general volunteers are to apply and are to be formally approved and oriented in accordance with policies and procedures regarding new paid staff prior to beginning their volunteer experience. Any person acting without such recognition will be considered a visitor and as such will be subject to the policies and procedures of the Board regarding visitors.
  3. General volunteers shall comply with the Board's Personnel Policies as they pertain to staff conduct, including filling out time sheets for the purposes of tracking hours of service.
  4. The Personnel Office shall maintain files for each general volunteer. The files shall include, but not be limited to:
    - a. Application, with criminal conviction affidavit;
    - b. Signed parental permission letter, if applicable;
    - c. Records of complete background checks, including fingerprinting, electronic database checks, personal reference checks, drug screening etc.; and driver's abstract, if applicable. These checks are to be renewed a minimum of every five years;

- d.** Results of a fitness for duty examination, if required;
  - e.** Records of assignments;
  - f.** Attendance records/time sheets;
  - g.** Records of attendance at mandated staff training;
  - h.** Evaluations;
  - i.** Resignation or termination data; and
  - j.** Emergency contact data.
- C.** Applicants for general volunteer may be asked to pay the cost of physical exams and other requirements for the screening processes referred to in this policy.