



PERSONNEL REFERENCE MANUAL

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COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

PERSONNEL REFERENCE MANUAL

Table of Contents		Page
1.	INTRODUCTION	3
2.	DEFINITIONS	4
3.	GENERAL HIRING AND EMPLOYMENT PRACTICES	8
4.	CERTIFICATIONS/REGISTRATIONS/LICENSES	11
5.	MEDICAL EXAMINATION	12
6.	INDIVIDUALS WITH DISABILITIES NON-DISCRIMINATION	13
7.	EQUAL EMPLOYMENT OPPORTUNITY	14
8.	SEXUAL HARASSMENT	15
9.	NONDISCRIMINATORY CONTRACTS	16
10.	NEPOTISM	17
11.	SENIORITY	18
12.	CLASSIFICATION PLAN	19
13.	PROBATION	20
14.	PROMOTION AND DEMOTION DURING PROBATIONARY PERIOD	21
15.	PERSONNEL RECORDS	22
16.	DISSEMINATION OF PERSONNEL RECORDS	23
17.	CONFIDENTIALITY AND LIMITATIONS ON USE OF MEDICAL INFORMATION	24
18.	JOB PERFORMANCE EVALUATION	25
19.	TRAINING	27
20.	OUTSIDE EMPLOYMENT	29
21.	EMPLOYEE ATTENDANCE	30
22.	EMPLOYEE ETHICS	31
23.	STAFF-ENROLLEE RELATIONSHIPS	32
24.	DISCIPLINARY PROCESS	33
	MANAGEMENT EMPLOYEES	33
	UNCLASSIFIED EMPLOYEES	34
	CLASSIFIED NON-BARGAINING UNIT EMPLOYEES	34
25.	APPEALS TO THE STATE PERSONNEL BOARD OF REVIEW	40
26.	GRIEVANCE PROCEDURES	41
27.	COMPENSATION	45
28.	PAY PERIODS	46
29.	PAYROLL DEDUCTIONS	47
30.	FLEX TIME	48
31.	OVERTIME	49
32.	HOLIDAYS	51
33.	SICK LEAVE CONVERSION	52
34.	FAMILY AND MEDICAL LEAVE	53

35.	MILITARY LEAVE	54
36.	PROFESSIONAL LEAVE	55
37.	PERSONAL LEAVE WITH PAY	56
38.	FUNERAL LEAVE	57
39.	ASSAULT LEAVE	58
40.	PARENTAL LEAVE	59
41.	COURT LEAVE/JURY DUTY	60
42.	WORKERS' COMPENSATION	61
43.	DISABILITY LEAVE AND SEPARATION	62
44.	LEAVES WITHOUT PAY	63
45.	VACATION	64
46.	SICK LEAVE	65
47.	TRAVEL AND EXPENSE REIMBURSEMENT	67
48.	RETIREMENT	68
49.	INSURANCES	69
50.	TUITION REIMBURSEMENT	70
51.	CALAMITY DAYS	71
52.	HEALTH AND SAFETY	72
53.	POLITICAL ACTIVITY	73
54.	BULLETIN BOARDS	74
55.	SOLICITATION AND DISTRIBUTION	75
56.	CONDUCT AND APPEARANCE	76
57.	COMMUNICABLE/INFECTIOUS DISEASE	77
58.	DRUG FREE WORKPLACE	78
59.	PROPERTY/VEHICLE OPERATION	79
60.	LAYOFF AND RECALL	80
61.	ACCEPTABLE USE OF THE INTERNET AND E-MAIL	81
62.	COMPUTER SOFTWARE	82
63.	GUIDELINES FOR SOCIAL NETWORKING AND BLOGGING ACTIVITIES	83

1. INTRODUCTION

This Personnel Reference Manual is not an employment contract. It is presented as a matter of information and merely sets forth guidelines for employees during the course of their employment. Nothing herein is intended to, nor shall it be construed or interpreted so as to create any contractual or vested rights for employees regarding guarantee of employment, benefits, policies, procedures or any other provisions of this manual other than those rights created through a collective bargaining agreement or applicable state or federal law. The Columbiana County Board of Developmental Disabilities reserves the right to modify, revoke, suspend, terminate or change these policies and procedures with or without prior notice. Any statements in conflict with these policies made by anyone else are unauthorized, expressly disallowed, and should not be relied upon by anyone.

This manual does not supersede the provisions of any current collective bargaining agreement for county board employees between the Columbiana County Board of Developmental Disabilities and an authorized union. If there is a conflict between the provisions of this manual and the collective bargaining agreement, the collective bargaining agreement controls. As pertains to non-bargaining unit employees, it is the intent of this manual to comply with all applicable civil service laws and regulations which the Board is required to follow. Where there may be a conflict between the Ohio Revised Code and this manual, the statute shall prevail.

- 1) Policies are defined as the basic rules which guide administrative action for accomplishing an organization's objectives. Comprehensive and clearly defined policies, consistently and fairly administered, are essential to the success of any organization.
- 2) The policies set forth and adopted within this manual supersede all previous written and unwritten personnel policies of the Columbiana County Board of Developmental Disabilities.
- 3) This reference manual is a guide to be utilized by management and supervisory personnel to ensure uniformity and nondiscriminatory application of the conditions of employment. In the event there is a conflict between the contents of this manual and any applicable laws, those applicable laws shall prevail.
- 4) As conditions shift within the organization, it may be necessary to add, delete, or revise specific policies affected by such change. Updated policies must be issued to all manual holders and communicated to all affected employees.
- 5) If a union contract is in force for designated employees and contains clauses pertaining to terms in this manual, the union contract supersedes the specific clauses in this manual.
- 6) It is the responsibility of all employees, as a condition of their employment, to abide by these policies and procedures.

2. DEFINITIONS

Unless otherwise indicated in this manual, the following definitions shall apply:

- 1) **Absence, Excused** - Being absent from work with the approval of the employer (i.e. vacation, holiday, compensatory time, approved unpaid leave of absence, personal day).
- 2) **Absenteeism** - The practice of an employee failing to report for work for a period of one or more days or failure to report within the prescribed time when he/she has been assigned to or scheduled for work.
- 3) **Absent Without Leave** - Failure to report for work without any authorization from the employer to be absent. The employer may deem an employee to be absent without leave when that employee is tardy, or when the employee departs from his work site during working hours without authorization. These examples are not exhaustive, however. Also known as unexcused absence.
- 4) **Active Pay Status** - The conditions under which an employee is eligible to receive pay and includes, but it not limited to, vacation leave, sick leave and other compensated time off.
- 5) **Active Work Status** - Conditions under which an employee is actually in a work status and is eligible to receive pay but does not include vacation pay, sick leave, personal leave and disability leave.
- 6) **Americans With Disabilities Act (ADA)** - Federal legislation passed in 1990 which makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also prohibits discrimination against individuals with disabilities in state and local government services, public accommodations, transportation and telecommunications.
- 7) **Appointing Authority** - The officer or authority having the power of appointment to, or removal from, positions in the agency.
- 8) **Board** - The Columbiana County Board of Developmental Disabilities. The Board which is created by O.R.C. §5126.02 comprises seven members.
- 9) **Classification** - A group of positions that involve similar duties and responsibilities require similar qualifications, and which are properly designated by a common descriptive title indicating the general nature of the work. A class may include only one position in some circumstances.
- 10) **Classification Title** - The title assigned by the Ohio Department of Administrative Services for purposes of civil service compliance or as assigned by the county or county board classification system.
- 11) **Classified Positions** - All positions of employment in the county board except those designated as management employees as defined in O.R.C. §5126.20 or as defined in a collective bargaining agreement pursuant to O.R.C. §4117.01.
- 12) **Comprehensive Omnibus Reconciliation Act, 1989 (COBRA)** - Federal legislation and later amendments that establish an employee's right to continue certain health benefits of the agency for a specified period of time after termination of employment at the employee's expense.
- 13) **County** - The county of Columbiana, State of Ohio.
- 14) **Days** - Calendar days, except as otherwise defined in these policies or the labor agreement.
- 15) **Department** - A Board organizational unit directed and controlled by an Appointing Authority and charged with a specific public service function.
- 16) **Developmental Delay** - has the meaning established pursuant to O.R.C. §5123.011. Current DODD definition of a developmental delay is that the child has not reached a developmental milestone that other children of the same age can perform. The delay may be in any of the following areas: cognitive development (learning); physical development (fine and gross motor skills); language, speech, hearing or communication skills, psychosocial or physical maturation; or self-help skills.
- 17) **Developmental Disability** - When used for the purpose of defining eligibility for county board services means a severe, chronic disability that is characterized by all of the following: (1) It is attributable to a mental or physical impairment or a combination of mental and physical impairments, other than a mental or physical impairment solely caused by mental illness as defined in O.R.C. §5122.01 (A); (2) It is manifested before age twenty-two; (3) It is likely to continue indefinitely; (4) It results in one of the following: (a) In the case of a person under age three, at least one developmental delay; (b) In the case of a person at least age three but under age six, at least two developmental delays; (c) In the case of a person age six or older, a substantial functional limitation in at least three of the following areas of major life activity, as appropriate for his age: self-care,

receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and if the person is age eighteen or older and not in a program operated pursuant to O.R.C. §3323., capacity for economic self-sufficiency; and (5) It causes the person to need for an extended period of time a combination and sequence of special interdisciplinary, or other type of care, treatment, or provision of services that is necessary and that is individually planned and coordinated for the person.

- 18) **Dishonesty** - Disposition to lie, cheat or defraud; lack of trustworthiness; lack of integrity.
- 19) **Drunkness** - The condition of a person whose mind is affected by the immediate use of intoxicating drinks or controlled substances; the state of one who is "drunk" or "high." The effect produced upon the mind or body by drinking intoxicating liquors or ingesting other intoxicating substances to such an extent that the normal condition of the subject is changed and his/her capacity for rational action and conduct is substantially lessened.
- 20) **Due Process/Due Process Hearing** - Predisciplinary procedures mandated by a collective bargaining agreement, statute - including O.R.C. §5126.23, or the United States Constitution to assess whether there is probable cause to suspend, reduce or terminate an employee.
- 21) **Employee** - Any person holding a position subject to appointment, removal, promotion or reduction by an Appointing Authority. Any person hired to work for the Board other than independent contractors.
- 22) **Employee Counseling** - The discussion a supervisor holds with an employee in which the supervisor counsels him/her for his/her conduct and impresses upon him/her the need for improvement. This process can eliminate misunderstandings immediately and set and maintain desired standards of conduct and performance. A notation of the date, time and reason for an employee conference must be kept in the supervisor's files, in the event the conduct of the employee does not improve and subsequent action is required. If department/division is governed by a union contract, the procedures outlined in the union contract, if any, shall be followed.
- 23) **Employer** - The Appointing Authority, or the designee of the Appointing Authority, authorized by law to make appointments to positions.
- 24) **Employment Development, Inc.**, a non-profit organization created by the Board is the employer of individuals who have developmental disabilities in the sheltered workshops of Columbiana County.
- 25) **Facility Manager** - The person having responsibility for the program operation in a building. Will include Principal, Assistant Principal, Production Supervisor, Transportation Supervisor and Habilitation/Quality Assurance Manager.
- 26) **Full-Time Employee** - An employee whose regular hours of active duty as defined per current union contract.
- 27) **Immediate Family** - Shall mean parents, brothers, sisters, spouses, sons, daughters, step-child(ren), mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild(ren) legal guardian or other person who stands in place of parents unless otherwise specified in a union contract.
- 28) **Immoral** - Contrary to good morals; inconsistent with the rules and principles of morality; harmful or adverse to public welfare according to the standards of a given community, as expressed in law and otherwise.
- 29) **Immoral Conduct** - Conduct which is willful, flagrant, or shameless, and which shows a moral indifference to the opinions of the good and respectable members of the community.
- 30) **Incompetency** - Lack of ability, legal qualification, or fitness to do things required of an employee.
- 31) **Insufficiency** - Quality of being incapable or indisposed to do the things required of an employee within reasonable standards.
- 32) **Insubordination** - State of being unwilling to do the things required of an employee. Refusal to obey an order issued by the employee's immediate supervisor or other staff person having authority to direct the employee.
- 33) **Intermittent Employee** - A substitute or other employee who works on an irregular schedule which is determined by the fluctuating demands of the work which is not predictable.
- 34) **Leave Of Absence** - Temporary separation from active work status as authorized by the appointing authority.
- 35) **Malfeasance** - The commission of an act which is unlawful; the doing of an act which is wholly wrongful and unlawful; the doing of an act which a person should not perform.
- 36) **Management Employees** - Employees who hold the following positions with the Board are management employees: Assistant Principal, Behavior Supports Manager, Building & Grounds Supervisor, Business Manager, Habilitation/Quality Assurance Manager, Habilitation Manager, MUI

Support Specialist, Service & Support Administration Supervisor, Principal, Production/Facility Supervisor, Technical Coordinator Manager, Transportation Supervisor, confidential employees as defined in O.R.C. §4117.01, other positions designated by the county board or the director of DD as having managerial or supervisory responsibilities and duties.

- 37) **Misfeasance** - The improper performance of some act which a person may lawfully do.
- 38) **Neglect Of Duty** - To omit or fail to do a thing that can be done, or that is required to be done. An absence of care or attention in the doing. An omission of a given act. A designed refusal or unwillingness to perform one's duty.
- 39) **Nonfeasance** - Non-performance of some act which ought to be performed, omission to perform a required duty at all, or total neglect of duty. "Nonfeasance" means the total omission of an act which a person ought to do.
- 40) **Part-Time Employee** - Employee who has been regularly assigned hours of duty which are fewer than full-time.
- 41) **Position** - Any specific employment or job calling for the performance of certain duties and for the exercise of certain responsibilities assigned or delegated by competent authority to be performed by a person.
- 42) **Professional Employees** - Employees who hold the following positions: school personnel certified pursuant to O.R.C. §33198, early intervention specialist, language development specialist, supportive home services specialist, service & support administrator, other professional positions designated by the county board or the director of DD.
- 43) **Program Year** - Coincides with the adoption of program calendars by the Board which comply with the mandated minimums established by the Ohio Department of Developmental Disabilities or Ohio Department of Education for the various programs.
- 44) **Public Agency** - Includes agencies of the state, county and municipalities and all boards of education within the State of Ohio.
- 45) **Reduction** - A change in classification to one having a lower base pay or range or change to a lower step within the pay range for a given classification or any decrease in compensation.
- 46) **Registered Service Employees** - Employees who meet the standards of the DODD as authorized under O.R.C. §5126.25. These standards do not require a baccalaureate degree.
- 47) **Reinstatement** - The act of returning a person to county service following a period of separation or leave of absence, retaining seniority and status. For purposes of layoff, "reinstatement" means the act of selecting from the appointing authority's layoff list individuals to return to active service with the same appointing authority in the same classification series of layoff.
- 48) **Removal** - The termination of an employee's employment for the reasons outlined in O.R.C. §124.34 or §5126.23.
- 49) **Sick Leave Abuse** - The use of sick leave for any purpose other than as provided by applicable law, or these policies. Examples include: calling in sick when the employee is able to work; reporting illness in the immediate family when such illness does not exist; reporting off sick to participate in some other activity or to take care of personal business. Establishing a pattern of reporting off sick on certain days of the week or following regular days off. Repeated failure to follow the rules and regulations regarding use of sick leave and reporting procedures.
- 50) **SERB** - The State Employment Relations Board.
- 51) **Status** - When used in reference to ODAS, it means the type of appointment, such as provisional, intermittent, etc.
- 52) **Supervisor** - The individual who has been authorized by the Superintendent to oversee and direct the work of certain employees on a daily basis and who effectively recommends actions such as hiring, transfers, suspensions, promotions, discharge, rewards, layoff, recall or discipline.
- 53) **Suspension** - Relieving an employee from duty with or without pay.
- 54) **Theft** - The act of stealing; robbery; larceny. This shall include the theft of computer data.
- 55) **Transfer** - The movement of an employee from one position to another where there is no change in salary and such movement meets the definition of the union contract; the movement of an employee from one position to another where there is no change in level of responsibility, classification or salary.
- 56) **Unclassified Employment** - Those positions exempt from classified service. Management positions. Those positions listed in O.R.C. §5126.22 as management positions. Unclassified employees may actively participate in political activity.

- 57) **Unemployment Compensation** - Benefits authorized by O.R.C. §4141 and administered by the Ohio Bureau of Employment Services paid to eligible individuals for loss of remuneration due to involuntary total or partial unemployment.
- 58) **Vendor** - A person selling products/services required by the Board and/or its facilities during the operations of the Board.
- 59) **Workers Compensation** - Benefits authorized by O.R.C. §4123 and administered by the Bureau of Workers' Compensation under regulations established by O.A.C. 4123 paid to employees injured or contracting an illness while performing work related activities.

3. GENERAL HIRING AND EMPLOYMENT

The Board is an Equal Employment Opportunity (EEO) employer. All employees and applicants for employment will be recruited, hired, promoted, transferred, demoted, laid off, terminated, suspended, evaluated, or otherwise dealt with in a fair and equitable manner based upon merit and bona fide occupational qualifications for the position. No personnel decisions shall be based upon race, color, religion, sex, national origin, age, disability, or other prohibited criteria. Procedures for hiring and employment shall conform to the Americans with Disabilities Act of 1990 (ADA) including the obligation to make reasonable accommodation unless such accommodations cause undue hardship to the agency.

- 1) Notification of Available Positions.
 - A) All open positions shall be posted in a manner to encourage application from any potential candidate. Such postings shall include notices in program facilities and may include notices to universities, local newspapers, state associates, ODE, DODD and social media Website(s). Information about vacancies will be made available in an accessible format to individuals with a disability upon request.
 - B) Each job posting or notice of vacancy, insofar as practicable, shall specify the title, nature of the job, the required qualifications, and method of application.
 - C) Positions shall be posted in board facilities for five (5) work days, or as defined in union contract.
- 2) Applications.
 - A) The Board will take all reasonable actions, as required by law, to ensure equal access to the application/employment process.
 - B) An application must be properly completed and submitted before an applicant will be considered for new employment. Current employees may sign the posting bid sheet with the date signed.
 - C) Standard application forms will be available in at all Board facilities.
 - D) Applications shall be kept in the active file for a period of one (1) year. EEOC requires applications be kept on file for two (2) years.
 - E) Falsification of information on the application will result in the applicant being removed from consideration for employment and may result in dismissal if falsification is verified after employment.
- 3) Citizenship and Naturalization.
 - A) To be eligible for employment with the Board, the applicant must be a citizen of the United States or a legal resident with authorization to work in the United States.
- 4) Evaluation of Applicant/Background Investigations.
 - A) Applicants shall be evaluated according to how well their qualifications meet the requirements of the position. Not all applicants will be interviewed for each vacancy. Applicants must submit to reference checks, interviews, background checks, validated performance tests, and/or other job-related screening procedures.
 - B) An applicant shall be required to provide any information such as transcripts, licenses and certificates, and undergo any examinations necessary to demonstrate qualification for the position sought, insofar as such information and examination is job-related and consistent with applicable law.
 - C) The Board seeks to hire and keep qualified individuals who have the goals of the agency in their interest. The Board will not employ or continue to employ any individual who has been convicted of any offense which bears a direct and substantial relationship to the duties of a position authorized by the Board. This policy allows the Board to conduct appropriate background investigations of applicants and employees in furtherance of its goals.
 - D) All applicants for employment with the Board shall undergo an initial background check in order to determine the fitness of the applicant to provide services to the enrollees or perform other duties for the Board. This background check shall include but not be limited to a request for information regarding any prior criminal convictions or pleas of guilty by the applicant. (Reference: O.R.C. §5126.28)
 - E) Each individual applying for employment shall be notified at the initial interview that a background check shall be conducted on each individual who is under final consideration. The applicant shall be requested to sign an authorization for release of information from his present or previous

employer(s) and for criminal conviction from law enforcement agencies in any community in which the applicant has resided, the Bureau of Criminal Identification and Investigation (BCI) and any other state or federal agency. In addition, the Board shall require the Registrar of Motor Vehicles to supply a certified abstract regarding the record of convictions for violations of motor vehicle laws of each applicant who will be required by his employment to transport individuals with developmental disabilities or operate the Board's vehicles for any other purpose.

- F) When the initial interview is completed and the applicant is under final consideration for final offer of employment, the Superintendent or his designee shall initiate the following procedures for the background check.
- i) Contact the applicant's present or previous employer(s) regarding the individual's work habits and reasons for leaving employment.
 - ii) Request information pertaining to any criminal convictions of or any pleas of guilty by the applicant. This information shall be requested from the law enforcement agency which has jurisdiction in the applicant's current and/or last area of residence or from the BCI and any other state or federal agency.
 - iii) Contact personal references submitted by the applicant for information concerning the individual.
 - iv) Arrange for the applicant to be fingerprinted and the fingerprint card forwarded to the BCI, or at the discretion of the Superintendent, any other state or federal agency. It shall be accompanied with a notarized request authorized by the applicant for a report on the criminal record of the applicant. Information shall not be requested on arrests in those cases where there was no conviction or guilty plea. An applicant's refusal to be fingerprinted or to sign and have notarized the request form shall result in no further consideration on his/her application.
 - v) Request a driver's abstract for all applicants who will transport individuals with developmental disabilities or operate the Board's vehicles for any other purpose.
 - vi) Review the finding of the background check(s) and consider them along with other factors in the decision to employ or retain an individual. The applicant shall not be appointed to fill a position in either classified or unclassified service of the Board if the background check discloses information that he or she has:
 - 1) Displayed work performance patterns in prior employment which, in the judgment of the Superintendent or his designee, are unsatisfactory;
 - 2) Been dismissed for good cause from any branch of public service if the reason for dismissal bears a direct and substantial relationship to the position being filled;
 - 3) A driving record unacceptable to the Board's insurance carrier for those applicants who are seeking a position in which driving is an essential component of the duties of the position,
 - 4) Per O.A.C. §5123:2-2-02, been convicted of or plead guilty to the violation of any of the following:
 - a) any felony contained in the O.R.C., if the felony bears a direct and substantial relationship to the position being filled;
 - b) a crime contained in the O.R.C. constituting a misdemeanor of the first degree on the first offense and a felony on subsequent offenses, if the crime bears a direct and substantial relationship to the position being filled;
 - c) a violation of an existing or former law of this state, any other state, or the United States, if the offense is substantially equivalent to any of the offenses described in 4a or 4b of this policy.
 - vii) Consider the following factors in determining if the offense bears a direct and substantial relationship to the position being filled:
 - 1)What are the essential functions of the position being filled;
 - 2)Whether the position being filled provides an opportunity for the commission of similar offenses;
 - 3)Whether the circumstances leading to the offense will reoccur;
 - 4) Whether the individual has committed other offenses following his conviction or his conduct since his conviction makes it likely that he will commit other offenses;
 - 5)The number of offenses and the circumstances of each offense;
 - 6)The time elapsed since conviction;

- 7)The individual's complete employment history; and
- 8)The individual's efforts at rehabilitation.
- viii) The BCI response (and the response from any other local, state or federal agency contacted) regarding any felony convictions or guilty pleas shall be compared to the information of the application signed by the applicant. If the applicant has been appointed to a position, any falsification on the application which is disclosed by this comparison shall be cause for removal of the employee from his position.
 - 1) BCI reports are not public records for purposes of O.R.C §149.43 and shall not be made available to any person except the applicant, board members or employees responsible for employment, or any hearing officer in a case denying employment. BCI reports will not be maintained in the employee's personnel file but will be maintained in a separate file in the administrative offices.
- 5) Disqualification.
 - A) An applicant shall be eliminated from consideration if he/she:
 - i) Does not possess the knowledge, skills and abilities necessary to effectively perform the essential duties of the vacant position with or without reasonable accommodation;
 - ii) Does not possess or is not eligible for appropriate licenses, certification, registration, or degrees required for the position.
 - iii) Has made a false statement of material fact on the application form or supplements thereto;
 - iv) Has committed or attempted to commit a fraudulent act at any stage of the selection process;
 - or
 - v) Is an alien not legally permitted to work
 - B) An applicant may be eliminated from consideration upon other reasonable grounds relating to job requirements.
 - C) If an applicant is hired and it is subsequently discovered that any of the above disqualifying criteria apply, the employee will be terminated for dishonesty, incompetency, nonfeasance, or malfeasance subject to due process procedures.
- 6) Selection Process.
 - A) The selection will be made in accordance with the Board's commitment to EEO and ADA.
 - B) Appointments to vacant positions shall be made on the basis of the applicant's knowledge, skills and abilities, integrity, work history, other job-related qualifications as ascertained through fair and practical selection methods. When two or more candidates have equal qualifications on the above factors then seniority within the agency will be the deciding factor.

4. CERTIFICATIONS/REGISTRATIONS/LICENSES

- 1) For those job classifications requiring certification or registration as defined by the Ohio Department of Developmental Disabilities or the Ohio Department of Education, the staff of the Board must meet or exceed such requirements. Each employee's classification specification as adopted by the Board shall include the certification or registration requirements for that classification as necessary.
- 2) For positions licensed by a state licensing authority, an applicant possessing or eligible for such license shall be deemed eligible for employment.
- 3) Employees are responsible for meeting the professional, educational, continuing education and/or experience requirements applying to their position in order to maintain the proper state required certifications, licensure and registrations.
- 4) The required fees for certification/registration/license application and renewals are the responsibility of the individual staff member. Fees for course work related to certification and licensing are a shared responsibility between the Board and employee according to the union contract language.
- 5) If a required license/certificate/registration is permanently revoked or is not renewed, that person's employment shall be terminated for just cause.
- 6) Employees who have a change in their educational, certification or registration status that may have an effect on their salary or wage are responsible for providing the appropriate documentation to the Superintendent. Said affected salary or wage will be adjusted appropriately at the first full pay period following presentation of documentation. Employee's failure to comply in a timely manner will result in loss of income and/or employment.

5. MEDICAL EXAMINATION

- 1) A medical examination by a qualified physician is required of all direct service employees after a conditional offer of employment has been extended but before beginning actual employment.
- 2) Bus drivers shall have an annual physical examination in compliance with the rules established by the Ohio Department of Highway Safety.
- 3) The Superintendent may require any employee to submit to a job-related physical examination when that employee is not, as a result of apparent medical problems, performing his/her job in a satisfactory or safe manner. Refusal by the employee to submit to a job-related examination or refusal to release the results of examination constitute an admission of no physical or medical impairment justifying substandard work. Fees for medical examination under this section shall be paid by the Board (O.A.C 123.1-33-04)
- 4) If the results of either a post-offer or employee medical examination indicates the applicant or employee cannot perform the essential duties of the position with or without reasonable accommodation, the conditional job offer shall be withdrawn in the case of a new hire and appropriate personnel action shall be taken in the case of a current employee.

6. INDIVIDUALS WITH DISABILITIES NON-DISCRIMINATION

- 1) It is the policy of the Board to protect qualified individuals with disabilities from employment discrimination.
- 2) The Americans with Disabilities Act (ADA) of 1990 defines a qualified individual with a disability as a person with a disability who "satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position". A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, caring for oneself, learning or working.
- 3) It is unlawful to discriminate against protected individuals in all employment practices such as: recruitment, hiring, promotion, training, layoff, pay, firing, job assignments, leave, benefits, and all other employment related activities.
- 4) All employees are expected to be "fit for duty" at all times. "Fit for duty" means the ability to perform the essential functions of the position as described in the job description in a responsible manner with or without accommodations and to work according to the appropriate Board-adopted calendar.
- 5) Reasonable accommodation is any change or adjustment to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. It is a violation of this Board policy and the ADA to fail to provide reasonable accommodation to the known physical or mental limitations of a qualified individual with a disability, unless to do so would impose an undue hardship on the operation of the Board. Undue hardship means that the accommodation would be unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the Agency.
- 6) The Superintendent is authorized to establish guidelines to regulate the implementation of this policy.

7. EQUAL EMPLOYMENT OPPORTUNITY

- 1) The Board is an Equal Opportunity Employer. All employees and applicants for employment will be recruited, hired, promoted, transferred, demoted, laid off, terminated, suspended, evaluated, or otherwise dealt with in a fair and equitable manner based upon merit, fitness and such bona fide occupational qualifications as each individual might possess. No personnel decisions shall be based upon race, color, religion, sex, national origin, age, disability, or other prohibited criteria.

8. SEXUAL HARASSMENT

- 1) No employee shall sexually harass any other employee or client of the Board. "Sexual harassment" includes unwelcome sexual advances, flirtations, request for sexual favors, and all other verbal or physical conduct with sexual overtones where any of the following conditions are present or implied:
 - A) Submission by an employee is required, either explicitly or implicitly, as a condition of employment or participation in the program.
 - B) Submission or rejection by an employee is the basis for an employment-related decision such as evaluation, compensation, advancement, job assignments, etc.
 - C) The conduct interferes with an employee's work performance or the program's purpose.
 - D) The conduct creates an intimidating, hostile, or offensive work environment.
- 2) Any employee, applicant or client who feels that he/she has been the victim of sexual harassment should contact his/her immediate supervisor or the Superintendent for information concerning complaint procedures so that a thorough investigation may be undertaken. Incidents of sexual harassment should be reported within 45 days of the occurrence or as soon as reasonably possible for action to be taken to correct the situation.
- 3) Violations of this policy will not be tolerated. Any employee guilty of sexual harassment will be disciplined in accordance with policies outlined in this manual.
- 4) Any employee who falsely accuses another employee of sexual harassment will be disciplined in accordance with the disciplinary policy.
- 5) The Board will make every reasonable effort to protect the rights and privacy of the accused and accuser.

9. NONDISCRIMINATORY CONTRACTS

- 1) Any individual, agency or service provider entering into contract with the Board shall act in a nondiscriminatory manner both as an employer and as a service provider and shall act without regard to race, color, national origin, disability, religion, sex or leadership of the employee or program beneficiary. Failure to do so may result in the termination of the contract.
- 2) The Board may take reasonable measures to ensure that such individual, agency or service provider's personnel practices are nondiscriminatory including possibly requiring them to affirm and/or provide evidence of their compliance.

10. NEPOTISM

- 1) Members of the immediate families of Board of DD members or the Columbiana County Commissioners may not be employed by the Board. (O.R.C. §5126.03)
- 2) No person shall occupy any position in which he/she could directly supervise or otherwise influence a decision in favor of or against another member of his/her immediate family.
- 3) If two employees who work at the same job site marry, the Superintendent may reassign either one to a different job site. No employee shall be reassigned if reassignment would result in reduction in pay or position, require assignment to a new or different classification or, in any way affect the reassignment employee's civil service status.

11. SENIORITY

- 1) Seniority for classified employees shall have the meaning ascribed to it by the Ohio Department of Administrative Services or as defined by the current union contract.

12. CLASSIFICATION PLAN

- 1) Specifications have been developed for each classification and are used as a guide in classifying individual jobs. Very few jobs fit a specification exactly, but an attempt is made to place each one in the classification it fits best. The specification establishes the qualifications which a person must have for work in each classification.
 - A) These positions with specifications have been placed on file with the Department of Administrative Services and, when applicable, with the State Board of Education.
- 2) The Board shall, as needed, review the duties, responsibilities and qualifications of classifications and make any necessary adjustments or revisions to the plan.

13. PROBATION

1) Classified Non-Bargaining Unit

- A) Each newly hired or promoted employee in a classified non-bargaining unit position shall serve a probationary period.
- B) The length of the probationary period for each classification shall generally be five calendar months. However, the probationary period for irregular, part-time or intermittent employees shall be eight calendar months.
- C) Time spent on non-paid status approved leaves of absence shall not be counted as part of the probationary period.
- D) Supervisors shall use the probationary period to closely observe and evaluate the employee's performance and aptitude for the job. The employee is encouraged to bring problems to the supervisor for resolution in order to assist his/her performance. Supervisors have a responsibility to recommend retention of only those employees who meet acceptable work standards during the probationary period.
- E) Probationary employees may be removed for any non-discriminatory reason during the second half of the probationary period.

2) Bargaining Unit

- A) Each newly hired or promoted employee shall serve a probationary period. The length and conditions pertaining to such probationary period shall be that specified in the appropriate union contract.

14. PROMOTION AND DEMOTION DURING PROBATIONARY PERIOD

- 1) If an employee's service is found unsatisfactory during the probationary period following promotion, a reduction will be made back to the classification held prior to the promotion.
- 2) No probationary period is required following a demotion.
- 3) An employee who resigns during his/her probationary period is not eligible for reinstatement. The employee may be considered for new appointment.

15. PERSONNEL RECORDS

- 1) Access, duplication, dissemination and destruction of personnel records will comply with the Ohio Department of DD Rule and the Public Records Act, O.R.C. §149.43 and applicable federal law.
- 2) Procedures that address access, duplication, dissemination and destruction of personnel records will be maintained by the List Position. All staff having any responsibility for maintaining personnel information will be informed of these procedures.
- 3) Personnel records shall include, but not be limited to:
 - A) Name, phone number, permanent address;
 - B) Job description, civil service classification;
 - C) Records of employee requests for time off for the past 24 months;
 - D) Training and in-service records;
 - E) Record of permanent or temporary certification, registration or license;
 - G) Annual performance evaluations with required signatures;
 - H) Transcripts as needed for position requirements;
 - I) Record of any current corrective action;
 - J) Application forms;
 - K) Payroll information;
 - L) Attendance records.
- 4) An employee shall have a right of reasonable inspection of his/her official personnel file. All personnel files are permanently retained by the Board. An employee who wishes to review his/her personnel file must contact the Superintendent or his designee.
- 5) Employees must advise the administrative office of any changes in name, marital status, telephone number, number of withholding allowances claimed for tax purposes, citizenship or emergency contact.
- 6) In order to conduct daily business transactions for the Board, the following positions shall have access to the personnel files: Superintendent, Administrative Assistant.

16. DISSEMINATION OF PERSONNEL RECORDS

- 1) Ohio Law requires that all public records be prepared and made available for inspection upon written request to any member of the public at all reasonable times during regular business hours by appointment. Records shall be reviewed only in the confines of the Personnel Office. If copies of materials in a personnel file are requested, a reasonable fee will be charged.
- 2) The public will have access to all records in the employee's personnel file with the following exceptions:
 - A) Medical records
 - B) Records pertaining to adoption, probation or parole proceedings
 - C) Trial preparation records
 - D) Confidential law enforcement investigatory records
 - E) Records of which the release is prohibited by State or Federal law.
- 3) When an employee's personnel file has been requested to be reviewed by a member of the public, the employee shall be notified of the request prior to the review.

17. CONFIDENTIALITY AND LIMITATIONS ON USE OF MEDICAL INFORMATION

- 1) The Americans with Disabilities Act imposes strict limitations on the use of medical examinations and inquiries of employees. All medical information obtained from medical examinations and inquiries shall be collected and maintained on separate forms, in separate medical files and shall further be treated as a confidential medical record. Medical-related material shall not be placed in an employee's personnel file. The Board shall also take steps to guarantee the security of the employee's medical information including:
 - A) Keeping the information in a medical file in a separate cabinet, apart from the location of personnel files; and
 - B) Designating a specific person or persons to have access to the medical file.
- 2) All medical-related information shall be kept confidential, with the following exceptions:
 - A) Supervisors and managers may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations;
 - B) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or if any specific procedures are needed in case of fire or other evacuations;
 - C) Government officials investigating compliance with the ADA and other Federal and State laws prohibiting discrimination on the basis of disability or handicap shall be provided relevant information on request. (Other Federal laws and regulations also may require disclosure of relevant medical information.);
 - D) Relevant information may be provided to State workers' compensation offices in accordance with State workers' compensation laws;
 - E) Relevant information may be provided to insurance companies where the company requires a medical examination to provide health or life insurance for employees.

18. JOB PERFORMANCE EVALUATION

Evaluation of an employee's performance is a continuous process based on conferences, discussions, and observations and is a method for increasing the worker's competence and his/her effectiveness with the program. Each new employee shall have a written evaluation from the immediate supervisor at mid-point, and prior to the end of the probationary period. At least once a year thereafter, a written evaluation of each employee shall be prepared. These annual evaluations shall form the basis for promotion, determining work performance, and/or reference writing. Materials for the evaluations will consist of the position description, program objectives, personal career development plans, compliance with board policy and procedures, written records kept by the employee and the supervisor, and any other material from competent sources which seem pertinent. The employee shall have the opportunity to review, discuss, and make written comments of the evaluation.

- 1) The Ohio Department of Administrative Services Performance Evaluation Report appropriate for the position will be used for all classified employees of the Board.
 - A) Additional evaluation instruments may be used with the approval of the Superintendent.
- 2) Each employee will be evaluated by the immediate supervisor to whom he/she is regularly assigned. If an employee has been reassigned to a new supervisor within one month of the evaluation date, the present and former supervisor will cooperate in the evaluation. If an employee receives approximately equal supervision from two persons, the supervisors will cooperate on the evaluation and both will sign the report as raters.
- 3) There are three types of evaluations including Probationary, Annual and Special.
 - A) **Probationary Evaluations** - All employees in probationary status will be evaluated twice during the probationary period. When making the final probationary evaluation, the supervisor shall indicate on the evaluation whether the employee is to be retained or the employee is not to be retained. This recommendation is to be confirmed by the department director. If a recommendation is approved for retention, the assumption will be made that the probationary period has been satisfactorily completed.
 - B) **Annual Evaluations** - All employees who are not on probationary status are to be evaluated once a year. The evaluation will cover the employee's performance since the previous evaluation or during the time elapsed since the completion of the probationary period.
 - C) **Special Evaluations** - Additional use may be made of the evaluation procedure to document close supervision following an unsatisfactory evaluation. (see union contract)
- 4) Performance Interview.
 - A) When an evaluation is completed, the employee's performance rating will be reviewed and discussed by the supervisor with the employee during a conference called a Performance Interview. The employee shall sign a copy of the evaluation as evidence that such a performance interview was conducted and shall receive a copy of the evaluation.
 - B) The Performance Interview conference is of benefit to both the employee and supervisor. The interview provides excellent opportunity for the employee to express himself/herself and to explain or justify his/her performance. The interview will be closed by summarizing the strengths and areas of needed improvements of the employee's performance and by emphasizing any changes needed to produce further improvement. The employee will be asked to sign the evaluation form thus verifying that he/she has reviewed it with the supervisor. The employee signature does not imply concurrence with the evaluation, only that the employee has seen the evaluation. The employee has the right to submit a statement of explanation or rebuttal which is to be attached to the evaluation form. If the employee refuses to sign the evaluation form, the supervisor will call in a witness to verify that the interview was held and to note that the employee refused to sign. Refusal to sign the evaluation form shall constitute a waiver of the employee's right to a review of the evaluation.
- 5) Evaluation Review.
 - A) If the employee feels the evaluation is not a true reflection of job performance, he/she may request a review of the evaluation by submitting a written request for review of the evaluation to the next higher person in the chain of command for his/her department providing the employee has signed his/her evaluation form. The written request must specify which part(s) of the

evaluation the employee is requesting be reviewed and must include specifics related to job performance upon which the request is based. The supervisor/administrator responsible for reviewing the evaluation must meet with the employee within ten days and present the findings to the employee. The employee, if still not satisfied after the initial review conference, may request further reviews through the chain of command. The final review is with the Superintendent, whose decision will be final.

19. TRAINING

- 1) All personnel employed by or under contract with the Board are encouraged to participate in staff development activities such as formal course work, workshops, clinics, local area meetings, and observations of other programs.
- 2) Records of in-service participation shall be maintained in the personnel file of each staff member. It is the staff member's responsibility to submit such records to the Administrative Assistant in a timely manner.
- 3) Individuals participating in in-service activities may be given professional leave in accordance with the Board policy on Professional Leave or provisions of a union contract.
- 4) Individuals participating in in-service activities during professional leave time may be requested to submit a report or give a presentation concerning their observations and learning experiences.
- 5) Although an employee may be fully certified, registered and/or licensed for his/her position, the Board may request additional training or course work be obtained in order to remain abreast of current information, improve upon weaknesses which appear in an employee's performance evaluation, and/or assist the employee in keeping up with the changes within his/her profession.
- 6) New staff shall complete an orientation program within ninety (90) days of their date of continuous employment with the Board. The orientation program shall consist of a minimum of thirty (30) hours of training to include:
 - A) Organizational Background
 - i) Mission, values, principles and goals
 - ii) Organizational Structure
 - iii) Key policies, procedures and work rules
 - iv) Ethical and professional conduct and practice
 - v) Avoiding conflicts of interest
 - vi) Working effectively with individuals, families and other team members
 - B) Quality Care for Individuals Served
 - i) Interpersonal relationships and trust
 - ii) Cultural and personal sensitivity
 - iii) Effective communication
 - iv) Person-Centered philosophy and practice
 - v) Development of Individual Service Plans
 - vi) Roles and responsibilities of team members
 - vii) Recordkeeping, including progress notes and incident/accident reports
 - C) Health and Safety
 - i) Signs and symptoms of illness or injury and procedure for response
 - ii) Building/site specific emergency response plans
 - iii) Program specific transportation safety
 - D) Positive Behavior Support
 - i) Principles of positive intervention culture
 - ii) Role of direct service staff in creating a positive culture
 - iii) General requirements for behavior support plans, intervention strategies and direct services staff roll including documentation
 - iv) Behavior support review and human rights committee
 - v) Crisis intervention techniques
 - E) Specific Service Delivery Training (as applicable)
 - i) Adult Day Supports
 - ii) Vocational Habilitation
 - iii) Community Employment – Enclave
 - iv) Community Employment - Community
- 7) Ancillary staff (physical development specialist, language development specialist, occupational therapist, physical therapist) providing services for children ages birth to age three and supervisors of early intervention programs shall complete a minimum of 4 clock hours of in-service annually.
- 8) Help Me Grow Home Visitors and Service Coordinators must complete the Ohio Department of Health credentialing requirements as stated in rule 3701-8-03 Personnel and Supervision

Requirements. Individual must complete a personal profile with verification on the Ohio Professional Registry and complete the mandatory trainings.

- 9) All staff must maintain credential without lapse and shall obtain credential renewals every two calendar years from the date of initial or most recent credential renewal by completing at least twenty contact hours of training related to the role or target population of Help Me Grow, updating their Ohio professional registry profile to include the required training and obtain verification by the registry.
- 10) All staff members are required to complete training and professional growth activities necessary for maintenance of his/her required certification, registration or license.

20. OUTSIDE EMPLOYMENT

- 1) Under no circumstances shall an employee have other employment which conflicts with the policies, objectives and operations of the Board.
- 2) Employment "conflicts", under this policy, are defined as impairment of the employee's ability to perform the duties of his or her position with the Board. Two common employment conflicts which may arise are:
 - A) **Time Conflict** - Defined as when the working hours required of a "secondary job" directly conflict with the scheduled working hours of an employee's job with the Board; or when the demands of a secondary job prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with the Board.
 - B) **Interest Conflict** - Defined as when an employee engages in outside employment which tends to compromise his or her judgment, actions and/or job performance with the Board or which impairs the Board's reputation in the community.
- 3) "Outside" employment or "moonlighting" shall be a concern to the Board only if it adversely affects the job performance of the employee's duties with the Board or constitutes a conflict of interest.
- 4) Should the Board feel that an employee's outside employment is adversely affecting the employee's job performance, the superintendent may request that the employee refrain from such activity. Any conflict, policy infraction, or other specific offense which is the direct result of an employee's participation in outside employment shall be disciplined in accordance with the policies set forth in this manual.

21. EMPLOYEE ATTENDANCE

Staff attendance is a critical element in delivering quality care to individuals served by the Board. Employee absenteeism severely impairs the Board's ability to provide quality care, as it destroys continuity of programming, and takes money away from areas of programming which must then be spent on substitutes and in payment of sick leave to absent employees.

- 1) The regular attendance of each staff member is vital to the effectiveness of the agency. Direct care and support services are most effective when performed with the continuity provided by regular staff members as opposed to substitutes.
- 2) The generous provision of sick leave allows for use only with good reason as set forth in related policies. The absences of an employee which are verified by a physician are seldom questioned. However, an employee who cannot document medical reasons is expected to have good attendance, missing not more than five or six days per year. Frequent absences of one or two days scattered over a year when reasons are not medically verified is not acceptable. The use of sick leave in a pattern showing many Friday or Monday and/or pre/post holiday absences will be investigated for abuse of sick leave.
 - A) Absence for medically verified reasons is not held against an employee. For instance, an employee who must take an extended absence for surgery and recuperation is not regarded as having poor attendance provided the employee's record is otherwise acceptable as set forth above.

22. EMPLOYEE ETHICS

- 1) The community forms its impressions about our agency by observing the actions of employees. Therefore, it is essential that individuals conduct themselves in a professional manner.
- 2) Providing services to persons with developmental disabilities requires the cooperation of many different and diverse professional and para-professional groups. In addition to the professional licenses, certificates and the ethical standards of the disciplines, all employees are expected to maintain a standard of behavior which promotes the well-being of persons with developmental disabilities consistent with the Board statement of philosophy.
- 3) Employees shall not have an interest in or be employed by any private concern with which the Board does business nor shall Board employees act as an agent for or render services on behalf of any private interest where such activities would be incompatible with their duties and responsibilities as Board employees.
- 4) Employees shall not use their position for personal gain nor shall they solicit or accept for their personal use anything of economic value from any individual or entity engaged in business with the Board.
- 5) Classified employees of the Board are prohibited from engaging in certain kinds of political activity.
- 6) Employees shall not disclose confidential information regarding the business of the Board to any private concern for their personal benefit.
- 7) Employees are prohibited from using, loaning, taking and/or converting to personal use any Board vehicles, materials, property, and labor for personal or private use. Employees are further prohibited from expending labor during work hours for work not related to their duties as a Board employee.
- 8) Any violation of this policy shall be reported to the Superintendent or designee, who shall investigate and take appropriate action.

23. STAFF-ENROLLEE RELATIONSHIPS

- 1) All enrollees have the right to be treated with courtesy and respect, and with full recognition of their dignity and individuality at all times by staff members. All enrollees have the right of access to opportunities that enable them to develop their full human potential.
- 2) Each has the right to be treated equally as citizens under the law. Each has the right to be free from emotional, psychological and physical abuse and to be free from unnecessary chemical and physical restraints.
- 3) Each Board employee shall endeavor to protect these rights at all times. Staff shall report any suspected abuse or neglect of enrollee rights to their immediate supervisor. They shall cooperate in any investigations regarding abuse or neglect.
- 4) No staff member shall subject an enrollee to physical, verbal or psychological/emotional abuse. Procedures that cause physical, visual and/or auditory pain are strictly prohibited. Attacks on personal dignity, such as foul language, name-calling, shouting and other types of verbal abuse are forbidden. Actions such as threats, whether founded or unfounded or the use of objects that are frightening to an enrollee constitute psychological/emotional abuse and are forbidden. Each staff member shall comply with the proper procedures for Behavior Management Intervention as adopted by the Board.
- 5) No staff members shall subject an enrollee to sexual abuse or take advantage of enrollees by procuring sexual favors either on or off regular work hours.
- 6) At no time shall a staff member betray the trust relationship that exists between himself/herself and the student/client. In particular, relationships outside the school/work environment require caution regarding social contacts, financial dealings, or any other activities which would take advantage or appear to take advantage of the trust the enrollee has in the staff member who is working for the well-being of the enrollee.

24. DISCIPLINARY PROCESS

Management Employees

- 1) "Management employees" are those defined and/or listed in Chapter 5126 of the Ohio Revised Code. As used in this section, "employee" means a management employee or superintendent of the Board.
- 2) An employee may be removed, suspended, or demoted in accordance with this section for violation of written rules set forth by the Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or other acts of misfeasance, malfeasance, or nonfeasance.
- 3) Prior to the removal, suspension, or demotion of an employee pursuant to this section, the employee must be notified in writing of the charges against him. Not later than thirty (30) days after receiving such notification, a predisciplinary conference shall be held to provide the employee an opportunity to refute the charges against him. At least seventy-two (72) hours prior to the conference, the employee shall be given a copy of the charges against him.
- 4) If the removal, suspension, or demotion action is directed against a management employee, the conference shall be held by the superintendent who shall notify the management employee within fifteen (15) days after the conference of his decision with respect to the charges. If the removal, suspension, or demotion action is directed against a 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.
- 5) Within fifteen (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 thirty (30) days for 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.
- 6) If a referee is demanded by an employee or a Board, the hearing shall be conducted by a referee selected in accordance with division (G) of 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.
- 7) Referees for the hearings required by this section shall be selected from the list of names compiled by the superintendent of public instruction pursuant to O.R.C. §3319.161.
- 8) The Board shall provide for a complete stenographic record of the proceedings, and a copy of the record shall be furnished to the employee.
- 9) Both parties may be present at the hearing, be represented by counsel, require 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 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 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.
- 10) 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. 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. Upon service or waiver of summons in that appeal, the Board immediately shall transmit to the clerk of the 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 induced 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 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.

- 11) 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 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, O.R.C. §2505.

Unclassified Employees

- 1) Unclassified employees who are not management-level employees as defined in Chapter 5126 of the Ohio Revised Code serve at the pleasure of the Columbiana County Board of Developmental Disabilities and do not have the right of appeal to the State Personnel Board of Review. Unclassified employees are not subject to the progressive disciplinary procedures of this manual and may be terminated for any non-discriminatory reason.

Classified Non-Bargaining Unit Employees

The Board has adopted this progressive discipline policy as a guide for the uniform administration of discipline. It is not, however, to be construed as a delegation of, or a limitation upon, the statutory rights of the Board.

Rules of progressive discipline shall not diminish the authority of the Superintendent to terminate a classified employee during the second half of the employee's initial probationary period.

- 1) Disciplinary Principles.
 - A) Employees shall be advised of job expectations, the types of conduct that the Board has determined to be unacceptable, and the penalties for unacceptable job performance or conduct. This, however, does not relieve an employee from conducting him/herself in a manner which is generally recognized as acceptable at the workplace regardless of whether there exists specific written prohibitions.
 - B) Immediate attention shall be given to policy infractions.
 - C) Discipline shall be applied uniformly and consistently under similar circumstances.
 - D) Each offense shall be dealt with as objectively as possible.
 - E) Discipline shall usually be progressive, but depending on the severity of the offense, may proceed immediately to termination.
 - F) An employee's immediate supervisor, building authority, appropriate assistant superintendent and/or personnel officer and the Superintendent shall be responsible for administering discipline.
- 2) Pre-Disciplinary Action.
 - A) When an employee's conduct comes under scrutiny for possible disciplinary action, the supervisor may issue a verbal reprimand as well as a written reprimand depending upon the severity of the situation.
 - B) Whenever the Facility Director or designee determines that an employee may be reduced in pay or position, suspended or terminated, a pre-disciplinary conference will be scheduled to give the employee an opportunity to explain his/her conduct.
 - C) Pre-disciplinary conferences will be conducted by a neutral person who will be selected by the Personnel Officer from those persons not directly in the chain of command of the employee. Although ideally, the neutral person will be another department supervisor, an employee under the jurisdiction of the Board need not be used.
 - D) Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Personnel Officer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to:
 - i) appear at the conference to present an oral or written statement in his/her defense;
 - ii) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or,
 - iii) elect in writing to waive the opportunity to have a pre-disciplinary conference.

- E) At the pre-disciplinary conference, the neutral person will ask the employee or his/her representative to respond to the allegations of misconduct which were outlined to the employee. Employees are not required to respond. Employees may be disciplined if they lie at the pre-disciplinary conference.
 - F) At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any person he/she chooses. The employee shall provide a list of witnesses to the neutral person as far in advance as possible, but not later than one (1) hour prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.
 - G) The employee or his/her representative will be permitted to confront and cross-examine witnesses. The conference shall be informal and the rules of evidence shall not apply. The neutral person will prepare a written conclusion as to whether or not the alleged conduct occurred. The Superintendent will decide what discipline, if any, is appropriate, and notify the employee within five (5) working days following its preparation.
 - H) The neutral may tape record the proceedings of the conference to assist in preparing the written report.
- 3) Disciplinary Action. It is the responsibility of all supervisors to recognize the need for disciplinary action, and to take the appropriate action. If there are doubts about the appropriateness or procedure for disciplinary action, the supervisor shall not hesitate to consult with the Superintendent.
- A) Removal - the most severe form of disciplinary action. It is permanent separation from service with the Board. Grounds for removal as listed in O.R.C. §124.34 are as follows:
 - i) Incompetency;
 - ii) Inefficiency;
 - iii) Dishonesty;
 - iv) Drunkenness and Immoral Conduct (including substance abuse);
 - v) Insubordination;
 - vi) Discourteous treatment of the public;
 - vii) Neglect of duty;
 - viii) Violation of §123:1-31-03 of Administrative Rules of the Director of Administrative Services; and
 - ix) Other acts of misfeasance, malfeasance, or nonfeasance of office or other failure of good behavior.
 - B) Suspension - a temporary removal from duty as a form of disciplinary action. Suspensions of three (3) working days or fewer are not appealable, while suspensions of four (4) or more working days are appealable to the State Personnel Board of Review if not appealed through the grievance process.
 - C) Reductions - most generally used after a promotion to replace the employee into their previous position as a result of not successfully completing a probationary period after promotion. Reduction is a change to a classification including a reduction of duties with a lower base pay range.
 - D) Reprimands - oral or written reprimands are a less severe form of disciplinary action. The immediate supervisor shall be responsible for issuing reprimands and shall inform the next level of supervision when a reprimand is issued.
 - i) Written reprimands shall remain in the employee's personnel file for twenty-four (24) months if no additional corrective action takes place during the twenty-four (24) months.
- 4) Progressive Discipline Policy.
- A) The Superintendent and Supervisors will follow an established system of progressive discipline when correcting unacceptable job performance or conduct.
 - B) The Board has adopted this discipline policy as a guide for the uniform administration of discipline. It is not, however, to be construed as a delegation of, or a limitation upon, the statutory rights of the Superintendent and the Board as set forth in the Ohio Revised Code.
 - C) This discipline policy provides standard penalties for specific offenses; however, the examples of specific offenses given in any grouping are not all inclusive, and merely serve as a guide.
 - D) The standard penalties provided in this policy do not preclude the application of a more or less severe penalty for a given infraction when specific circumstances warrant such penalties.

- E) All multiple offenses which are unrelated are subject to progressive discipline in the groups in which the offenses are categorized; multiple offenses which are related are subject to progressive discipline regardless of the groups in which the offenses are categorized and regardless of the order in which the offenses occurred. Since it is imperative that discipline for multiple offenses be consistently and uniformly applied, examples clarifying the application of the progressive discipline policy are as follows:
- i) If an employee, as a first offense, is found to have violated the Group I Offense, he/she would receive verbal reprimand and cautioning. If that employee committed no other related offense in the next twenty-four (24) months, upon the employee's written request, the record of such disciplinary action could be removed from the employee's personnel file. Then, if the employee subsequently committed the same offense, absent special circumstances, he/she would still just receive the verbal reprimand and cautioning.
 - ii) If an employee is found to have committed a Group I Offense where there are no special circumstances, he/she would receive verbal reprimand and cautioning. If, two (2) months later, the employee is found to have committed another unrelated Group I Offense, he/she would, absent special circumstances, receive a written reprimand. If, three (3) months later, the employee is found to have committed still another unrelated Group I Offense, barring special circumstances, he/she would receive a three (3) working day suspension.
 - iii) If an employee is found to have committed a Group I Offense for which he/she received verbal reprimand and then commits an unrelated Group II Offense, his/her discipline, absent special circumstances would be a written reprimand and/or three (3) day suspension without pay.
 - iv) If an employee, as a first offense, is found to have violated a Group I Offense, (i.e., failure to use reasonable care of Board property or equipment) he/she would receive a verbal reprimand. If the same employee subsequently was found to have violated a related Group II Offense (i.e., unauthorized use of Board property or equipment,) he/she would receive a ten day suspension without pay.
 - v) If an employee has been found to have committed a Group II Offense (i.e., willful disregard of Board rules) which results in a three day suspension without pay and then was found to have committed a related Group I Offense (i.e., failure to observe Board rules) he/she would receive a ten day suspension without pay.
 - vi) If an employee had been found to have committed a Group II Offense for which he/she received a three (3) working day suspension without pay, and then was found to have committed an unrelated Group I Offense, he/she would receive a verbal reprimand.

GROUNDINGS FOR DISCIPLINARY ACTION AND PENALTIES

The following examples are not to be construed as all-inclusive.

The examples of Group I, II and III Offenses, set forth below are characteristic of those offenses which the State Personnel Board of Review has historically judged to be of such a nature to warrant those penalties established for the group.

In general, Group I Offenses may be defined as those infractions which are of a relatively minor nature and which cause only a minimal disruption to the organization in terms of a slight yet significant decrease in organizational productivity, efficiency and/or morale. Group I Offenses, if left undisciplined by the proper authority, will usually cause only a temporary impact against the organization unless such acts are compounded over time.

Group II Offenses may be defined as those infractions which are of a more serious nature than the Group I Offenses and which, in turn, cause a more serious and longer lasting disruption to the organization in terms of decreased organizational productivity, efficiency and/or morale. Group II Offenses, if left undisciplined by proper authority, can cause a serious and longer lasting impact against the organization than the Group I Offenses.

Group III Offenses may be defined as those infractions which are of a very serious or possibly a criminal nature, and which cause a critical disruption to the organization in terms of decreased productivity, efficiency and/or morale. Group III Offenses, if left undisciplined by proper authority, may have a long lasting and serious impact on the organization.

GROUP I OFFENSES AND DISCIPLINE

First Offense: Verbal Reprimand
Second Offense: Written Reprimand
Third Offense: Three (3) Day Suspension Without Pay (not appealable to SPBR)
Fourth Offense: Ten (10) Day Suspension Without Pay or Reduction in Pay or Position
Fifth Offense: Removal

- 1) Discourteous treatment of the public.
- 2) Failure to commence duties at the beginning of the work period, or leaving work prior to the end of the work period.
- 3) Leaving the job or work area during the regular working hours without authorization.
- 4) Making preparations to leave work without specific prior authorization before the lunch period, or for any official break time, or before the specified quitting time.
- 5) Leaving post of continuous operations positions prior to being relieved by employee of incoming shift.
- 6) Neglect or carelessness in signing out.
- 7) Creating or contributing to unsanitary or unsafe conditions or poor housekeeping.
- 8) Distracting the attention of others, unnecessarily shouting, demonstrating or otherwise causing disruption on the job.
- 9) Malicious mischief, horseplay, wrestling, or other undesirable conduct, including use of profane or abusive language.
- 10) Threatening, intimidating, coercing, or interfering with subordinates or other employees.
- 11) Failure to cooperate with other employees as required by job duties.
- 12) Failure to use reasonable care of Board property or equipment.
- 13) Use or possession of another employee's working equipment without authorization.
- 14) Neglect or carelessness in observance of official safety rules, or disregard of common safety practices.
- 15) Failure to observe DODD rules.
- 16) Obligating the Board for any expense, service or performance without authorization.
- 17) Failure to report accidents, injury or equipment damage.
- 18) Disregarding job duties by neglect of work, reading for pleasure or studying other than job-related material during working hours.
- 19) Unsatisfactory work or failure to maintain required standard of performance.
- 20) Unauthorized use of telephone for other than business purposes.
- 21) Excessive garnishments.
- 22) Cell phone usage.

GROUP II OFFENSES AND DISCIPLINE

First Offense: Action can range from written reprimand up to and including a three (3) day suspension without pay.
Second Offense: Ten (10) day suspension without pay, or reduction in pay and position.
Third Offense: Removal

- 1) Sleeping during working hours.
- 2) Reporting for work or working while unfit for duty.
- 3) Being in possession of, or consuming intoxicating substances on the job.
- 4) Conduct violating morality or common decency, e.g., sexual harassment.
- 5) Unauthorized use of Board property or equipment.
- 6) Performing private work on Board time.
- 7) Willful failure to sign in or out when required.
- 8) Failure to report for overtime work without good reason after being scheduled to work according to overtime policy.

- 9) Willful failure to make required reports.
- 10) Solicitation on Board premises without authorization.
- 11) The making or publishing of false, vicious or malicious statements concerning employees, supervisors, the Board or its operations.
- 12) Refusing to provide testimony in court before the State Personnel Board of Review, during an accident investigation, or any type of public hearing.
- 13) Giving false testimony during a complaint or grievance investigation or hearing.
- 14) Unauthorized posting or removal of notices or signs from bulletin boards.
- 15) Distributing or posting written or printed matter of any description on Board premises unless authorized.
- 16) Unauthorized presence on Board property.
- 17) Willful disregard of Board rules.
- 18) Use of abusive or threatening language toward Supervisors.
- 19) Unauthorized political activity.
- 20) Falsification of Board records.
- 21) Unexcused absence from work.
- 22) Failure to "report off" work for any absence.

GROUP III OFFENSES AND DISCIPLINE

First Offense: Ten (10) Day Suspension, Reduction or Removal

- 1) Wanton or willful neglect in the performance of assigned duties or in the care, use or custody of any Board property. Abuse or deliberate destruction in any manner of Board property, tools, equipment, or the property of employees. (Includes computer data)
- 2) Signing or altering other employees' time cards, time sheets or unauthorized altering of own time card or sheet.
- 3) Falsifying testimony when accidents are being investigated, falsifying or assisting in falsifying or destroying any Board records, including work performance reports; or giving false information or withholding pertinent information called for in making application for employment.
- 4) Making false claims or misrepresentations in an attempt to obtain a Board benefit.
- 5) Gambling during working hours.
- 6) Stealing or similar conduct, including destroying, damaging or concealing any property of the Board or of other employees.
- 7) The use of narcotics or the sale of narcotics.
- 8) Fighting or attempting injury to other employees, supervisors, or persons.
- 9) Carrying or possession of firearms on Board property at any time without proper authorization.
- 10) Knowingly concealing a communicable disease, such as TB, which may endanger other employees.
- 11) Misuse or removal of Board records or information without prior authorization.
- 12) Instigating, leading, or participating in any illegal walkout, strike, sit-down, stand-in, refusal to return to work at the scheduled time for the schedule shift, or other concerted curtailment, restriction or interference with work in or about the Board's work stations.
- 13) Dishonesty or any dishonest action. Some examples of what is meant by "dishonesty" or "dishonest action" are: theft, pilfering, opening desks assigned to other employees without authorization, theft and pilfering through lunch boxes, tool kits, or other property of the Board or other employees without authorization; inserting slugs in vending machines without paying the proper charge therein; making false statements to secure an excused absence or to justify an absence or tardiness; making or causing to be made, inaccurate or false reports concerning any absence from work. The foregoing are examples only and do not limit the terms "dishonest" or "dishonest action".
- 14) Insubordination by refusing to perform assigned work or to comply with written or verbal instruction of the supervisors.
- 15) Verbal and/or physical abuse of clients/residents/students.
- 16) Failure to comply with certification/registration/licensing requirements.

RIGHTS OF ABUSED INDIVIDUALS

Under circumstances of abuse, neglect, slander or other illegal acts, disciplinary action taken by the Board against the individual committing the disciplined act does not diminish the rights of the individual, the parent/guardian, advocate or employee from exercising their rights to pursue legal recourse.

RESPONSIBILITY TO REPORT ABUSE/NEGLECT

By law, any employee who suspects abuse or neglect of a participant in any manner must report their suspicions per policies and procedures. Failure of an employee to make such reports as required by law will result in the employee being subject to disciplinary action.

25. APPEALS TO THE STATE PERSONNEL BOARD OF REVIEW.

- 1) Classified Non-Bargaining Unit.
 - A) Personnel actions taken against classified non-bargaining unit employees such as dismissals, suspensions of over three (3) days, demotions and layoffs are appealable to the State Personnel Board of Review. The employee shall generally have ten (10) calendar days after the filing of an order with the State Personnel Board of Review and Dept. of Administrative Services in which to appeal the personnel action except as otherwise provided by statute or regulation.
 - B) Appeals from removal, demotion or suspension (over three (3) days) must be filed within ten (10) days of receipt of the order to the State Personnel Board of Review. Appeals from layoffs must be made within ten (10) days after the receipt of the notice or the date of displacement.
 - C) The State Personnel Board of Review (SPBR) maintains authority to decide whether an appeal warrants a hearing. When an appeal is heard, the SPBR may affirm, disaffirm, or modify personnel decisions made by the Appointing Authority.

26. GRIEVANCE PROCEDURES

- 1) Bargaining Unit – as defined in current union contract.
- 2) Non-Bargaining Unit.
 - A) It is important for employees to have the means by which grievances may be aired in an atmosphere without fear that the submission of such a grievance will be held against them. To accomplish this, the Board has adopted a formal Grievance Procedure. An employee desiring to air a grievance must follow the steps of the procedure that are appropriate for his/her particular grievance.
 - B) A "grievance" is defined as an allegation in writing describing a disagreement between an employee and management as to the interpretation or application of official Board policies, state civil service laws, agency rules or decisions, matters subject to state or federal law, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to discipline, treatment or other conditions of employment. Neither probationary removals nor any other personnel actions taken in matters in which employees have been afforded the opportunity for a predisciplinary conference described earlier may be appealed through the in-house grievance procedure.
 - C) Nothing in this policy is intended to deny employees any rights available by law to have redress to their legal rights, including the right to appeal to the State Personnel Board of Review where that body has jurisdiction, the Ohio Civil Rights Commission, the Equal Employment Opportunity Commission, or any court of competent jurisdiction. However, if the employee elects to file a complaint on a matter over which another appeals body has jurisdiction, it is the employee's responsibility to meet the criteria for filing with that appeals body.
 - D) The purpose of this procedure is to secure equitable resolution of problems at the lowest possible administrative level.
 - E) This grievance procedure is only to be used when normal supervisor-subordinate communications breakdown and the subordinate feels that a proper solution has not been reached.
 - F) The employee must proceed through all steps of the grievance procedure in proper order and within the prescribed time limits, except as otherwise noted.
 - G) Where a grievance cites issues of law which the respondent (individual hearing the complaint) cannot address, the complaint shall be forwarded to the Prosecuting Attorney's Office for an opinion before proceeding. All time limits set forth in this procedure shall be held in abeyance until a response from the Prosecutor is received.
 - H) Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group will process the complaint. However, each employee affected shall sign the grievance.
 - I) A complainant may have a representative (employee or non-employee) of his/her choosing present at any step of the procedure except Step 1. Employees and employee representatives shall not lose pay or benefits during normal working hours for time spent in grievance hearings. The expense of any legal representative(s) shall be borne by the party utilizing them. Witnesses may be called by both parties. Management maintains the right to schedule witnesses for hearings.
 - J) All grievances filed under this procedure shall be in writing on the form provided for this purpose, and shall state the nature of the complaint, the expected resolution, and the facts which affect the conditions of the complaint.
 - K) For the purpose of this policy, days shall not include Saturdays, Sundays, holidays, or program designated non-working days.
 - L) The employee may terminate the grievance at any point by submitting a written statement to that effect. This statement shall be submitted to the Superintendent.
 - M) Time limits as set forth in the following Grievance Procedure may be extended by mutual agreement of the parties in writing.
 - N) Each grievance shall be processed in the following manner:
 - i) Step One - Immediate Supervisor:

- 1) An employee having a grievance shall file the grievance in writing on the appropriate form with his/her immediate supervisor. In order for a grievance to be recognized, it must be filed within five (5) working days from the date of the incident giving rise to the grievance. The immediate supervisor and the employee will hold a verbal discussion to try to resolve the grievance within five (5) days following the date of receipt of the written grievance. The immediate supervisor may offer his/her oral remedy immediately following the discussion, but shall present this remedy in writing within five (5) days following the date of discussion.
 - ii) Step Two – Superintendent:
 - 1) If the grievance is not resolved to the satisfaction of the employee at the STEP ONE meeting, the grievance must, within three (3) working days after receipt of the STEP ONE written decision, be submitted on the designated form to the Superintendent. The written grievance must be signed by the employee and contain all the pertinent facts of the grievance including a copy of the original grievance and a copy of the decision from STEP ONE. The Superintendent shall schedule a hearing within five (5) working days following the receipt of the grievance. The employee may be accompanied by a representative of his/her choosing. The Superintendent shall issue a written decision to the grievance within five (5) working days of the hearing with copies to all parties involved.
 - iii) Step Three - Personnel Committee of the Board:
 - 1) If the STEP TWO decision is not satisfactory to the employee, the written grievance with supporting documentation and copies of previous decisions may be submitted to the Personnel Committee for the Board for review and determination of the facts within ten (10) working days from the date the STEP TWO decision is received. A hearing may be held at the discretion of the Personnel Committee. Further, the Personnel Committee has the right to appoint a hearing officer who will make a determination. If the Personnel Committee determines to hear the case, it will render a determination within fifteen (15) working days from the date the grievance is heard, with copies of the determination to all parties involved.
- 3) Management Responsibilities During Grievance Procedures
- A) Tracking of Grievances:
 - i) Once a grievance is filed, the facility supervisor must "track" the complaint throughout the procedure. If a grievance is not processed by the employee to the next step of the procedure within the specified time limits or any written extension thereof, it shall be considered resolved on the basis of the decision at the previous step, and should be indicated, "Resolved, employee did not pursue", dated, signed and sent to the Superintendent's Office for filing as a permanent record.
 - ii) If the grievant does not receive a response from the appropriate management representative within the specified time limit or extension thereof, the grievance will be considered to have been answered in the negative and the employee may advance the grievance to the next step. The management representative does not possess the authority to correct the employee's grievance, then he/she should so indicate and return the grievance to the employee in a timely fashion.
 - B) Decisions: Decisions to grievances are to be in writing.
 - C) Possible Decisions: There are three (3) possible decisions to any grievance. They are:
 - i) Find in the employee's favor. The decision is that the facts of the grievance are supported. Therefore, the remedy requested should be granted.
 - ii) Find against the employee. The decision is that the findings of fact do not support the allegation(s) and, therefore, the grievance and remedy requested is denied.
 - iii) Compromise. The employee has a legitimate grievance but the remedy requested is improper or one aspect of a grievance may be legitimate while another part of the grievance is not supported by the facts. Prior to a compromise decision, the person responsible for hearing the grievance should call the grievant in and ask if he/she will accept the proposed offer. If not, option 3b may be exercised.
- 4) EEO Complaint Policy/Procedure – The following procedure has been adopted by the Board.
- A) Filing of Discrimination Complaint:

- i) Any employee or applicant having a complaint of unlawful discrimination on basis of race, color, religion, sex, national origin, disability, or age (40 and over) may file a written discrimination complaint in the office of the Equal Employment Opportunity Coordinator located at EDI Central, 8330 County Home Road, Lisbon, Ohio. A complaint form is available for this purpose, and can be obtained from the EEO Coordinator. The complaint must be filed within thirty (30) days of the alleged discriminatory action, except that this time limit may be extended if the complainant can show that he or she did not have notice of the time limit, or was prevented by circumstances beyond his/her control from submitting the complaint within the time limit, or for other reasons considered sufficient by the Coordinator.
 - ii) A complaint shall be deemed filed on the date it is received, or on the date postmarked if mailed. The EEO Coordinator shall acknowledge receipt of the complaint in writing, and inform the complainant in writing of the complaint procedure and of his/her right to also file with the EEO Commission, the Ohio Civil Rights Commission, Department of Justice or court of competent jurisdiction. Exhausting of this grievance procedure is not a condition precedent to filing a claim with a federal or state agency or a court of competent jurisdiction.B) Complainant's Right to Representation:
 - i) At any time during the course of the procedure, the complainant shall have the right to be accompanied, represented, and advised by representative of his/her choosing. If the complainant is an employee and has designated another employee as his or her representative, both the representative and the complainant shall be given a reasonable amount of time off work during normal working hours to present the complaint. Time spent during non-working hours to prepare the complaint will not merit compensation under this policy.C) Rejection of Complaint:
 - i) The Superintendent may reject a complaint which was not timely filed or where information supplied by the complainant is deemed insufficient for the purpose of conducting an investigation.
 - ii) The EEO Coordinator shall reject those complaints which do not allege discrimination on the basis of race, color, religion, sex, national origin, disability, age (40 and over), or which are identical to a previous complaint filed by the same complainant which is pending or has been decided under this procedure.
 - iii) The decision to reject a complaint, and the reason(s) for the decision, shall be communicated to the complainant in writing within ten (10) days of the filing of the complaint.
- D) Informal Resolution of Complaint:
- i) Upon receipt of complaint, the EEO Coordinator shall have twenty-one (21) days in which to investigate and attempt to resolve the complaint informally. If an informal resolution of the complaint is achieved, the terms of the resolution shall be set forth in writing, made part of the complaint file, and a copy shall be provided to the complainant.
 - ii) If an informal resolution of the complaint is not achieved, the EEO Coordinator shall notify the complainant in writing: (1) of the proposed disposition of the complaint; and (2) of his/her right to a hearing before the Personnel Committee of the Board if the complainant notifies the Board's Personnel Committee Chairperson in writing of his/her desire for a hearing within fifteen (15) days of his/her receipt of this notice.
- E) The Hearing:
- i) Upon receipt by the Personnel Committee Chairperson of the Board of the complainant's written notification of his/her desire for a hearing, the Personnel Committee of the Board shall have thirty (30) days in which to conduct a hearing on the complaint.
 - ii) The EEO Coordinator shall transmit to the Personnel Committee all materials concerning the complaint which have been acquired. Should the Personnel Committee determine that further investigation is needed, the Committee may direct the EEO Coordinator to conduct such investigation.
 - iii) The hearing shall be conducted in accordance with due process of law, including:
 - 1) Adequate notice to parties of hearing time, place and procedures.
 - 2) Reasonable timing.
 - 3) Right of each party to representation.
 - 4) Right of each party to present evidence.
 - 5) Right of each party to question evidence of the other.

- 6) Decision made solely on the basis of recorded evidence.
 - iv) The Personnel Committee shall have authority to:
 - 1) Regulate the course of the hearing
 - 2) Exclude irrelevant or unduly repetitious evidence.
 - 3) Limit the number of witnesses.
 - 4) Exclude any person from the hearing for misconduct during the hearing.
 - v) The rules of evidence applicable to civil proceedings need not be followed.
 - vi) The Personnel Committee shall render a decision within ten (10) days of the conclusion of the hearing. The decision shall be made in writing and shall contain a statement of the reason(s) for the decision. Copies of the decision shall be provided to the Superintendent, the EEO Coordinator, and the complainant. In addition, a letter shall be provided to the complainant informing him/her of his/her right to file with the EEO Commission and the Ohio Civil Rights Commission. The complainant has the right to file with the EEO Commission and the Ohio Civil Rights Commission within 180 days (federal), 6 months (state) of the date of the alleged discrimination.
 - vii) The decision of the Personnel Committee shall be final; however, the Committee may refer the matter to the Board.
- F) Freedom from Retaliation: Complainants, their representatives, and witnesses shall be free from restraint, interference, coercion, discrimination, or reprisal during all stages and following the completion of the complaint procedure.
- 6) Policy on Employee Reasonable Accommodation:
- A) The Americans with Disabilities Act of 1990 (ADA) made it unlawful to discriminate in employment against a qualified individual with a disability. It is against the policy of the Board to discriminate against any employee or applicant with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment due to a disability. Under the ADA, a person has a "disability" if he/she has a physical or mental impairment that substantially limits a major life activity. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, caring for oneself, learning or working.
 - B) An individual with a disability must be qualified to perform the essential functions of the job held or applied for, with or without reasonable accommodation in order to be protected under the ADA. This means that the applicant or employee must:
 - i) satisfy the job requirements for educational background, employment experience, skills, licenses, and any other qualification standards that are job related; and
 - ii) be able to perform those tasks that are essential to the job, with or without reasonable accommodation. The Board shall make accommodations to the known physical or mental limitations of a qualified applicant or employee with a disability unless such accommodation would pose an undue hardship. Undue hardship means that a particular accommodation would be unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the Agency. Among the factors to be considered in determining whether an accommodation would create an undue hardship are the nature and cost of the accommodation, size of the Agency, nature and structure of the operation, conflict with collective bargaining agreement or laws, the impact of the accommodation on the Agency or on other employees, etc.
 - iii) Reasonable accommodations shall be considered on a case-by-case by case and may include, depending on the individual circumstances, job restructuring, acquisition or modification of equipment or facilities, reassignment, modified work schedules, leave of absence, etc. Decisions regarding reasonable accommodation of a known handicap shall be made on a case-by-case basis.

27. COMPENSATION

- 1) It is the policy of the Board to compensate its employees according to an established compensation plan with consideration given to:
 - A) Mandated state minimum salary schedules for certain positions.
 - B) Longevity of service to the agency.
- 2) The salary schedule for most employees is established in classification ranges as found in current negotiated labor agreements.
- 3) Employees are generally started at the minimum rate for their classification range. The Superintendent may employ a candidate at an advanced step in special cases where labor market conditions limit the available pool of qualified personnel at entry level salaries or where the candidate selected has unusually high qualifications for the classification.
- 4) Upon promotion an employee will be placed in the lowest step of the new classification which presently results in a pay increase over the salary he/she was earning in his/her old classification.
- 5) Employees who have a change in the educational or certification status that may have an effect on their salary are responsible for providing the appropriate documentation to the Superintendent.
- 6) Contract employees (i.e. administrative, management, confidential staff) shall have their salaries determined by the Board in a manner compatible with external comparability, internal equity, and the financial resources and philosophy of the Board.
 - A) Contract employees may request a meeting with the Superintendent to discuss contract provisions, pay increases and benefits. The Superintendent is not required to honor such requests.

28. PAY PERIODS

- 1) There are normally twenty-six (26) pay periods per year. All employees are to be paid every other Friday.
- 2) If a holiday occurs on a Friday on which a pay day falls, pay checks will often be issued on Thursday; however, the issuing of pay checks is a sole function of the County Auditor.
- 3) Questions regarding an employee's pay are to be referred to the Administrative Office for resolution.
- 4) Pay advances of any kind are not permitted.
- 5) During seasonal breaks, seasonal employees may pick up their checks at the Administrative Office, have the paystub emailed, or provide the Office with a self-addressed, stamped envelope for mailing. Checks not picked up or mailed will be returned to the County Auditor's Office after three (3) work days.
- 6) No one except the employee can pick up an employee's pay check without signed authorization.
- 7) All paychecks will be direct deposit.

29. PAYROLL DEDUCTIONS

- 1) Certain deductions are made from an employee's pay check as required by law in accordance with employee benefit plans, or as requested by the employee. These deductions are shown on the pay statement which accompanies the bi-weekly pay check. Deductions include:
 - A) **PERS/STRS** - State law requires that employees contribute to the Public Employees' Retirement System or the State Teachers' Retirement System. (Membership in these systems may be exempted for certain temporary employees. [O.R.C. §145.03])
 - B) **Income Taxes** - Federal, state and some city ordinances or school districts with an approved income tax require that taxes be withheld from each salary payment. The amount of tax to be withheld is determined from tables furnished by the Ohio Department of Taxation, the IRS, and various cities, and varies according to the amount of salary, work location, residence, and number of withholding allowances (e.g., dependent exemptions). Employees are required to complete tax withholding forms upon initial employment and to inform the Personnel Office on the required form of any changes in withholding exemptions or residence whenever such change occurs.
 - C) For all employees hired after 4/1/86, a 1.45% deduction will be withheld for federal Medicaid/Medicare.
 - D) **Miscellaneous** - Examples include garnishments, deferred compensation, child support, Credit Union, United Way, etc. The employer 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 the employer deems not in the best interest of the Board. All requests for payroll deductions must be presented by the employee, in writing to the Administrative Office on the prescribed form.
 - E) Whenever a request for payroll deductions is not personally made by the employee, the Payroll Department may verify the request with the employee.

30. FLEX TIME

- 1) Certain positions in the agency require "after hours" work or "beyond hours" work, such as Service and Support Administrator. This position will be entitled to utilize flex time on an hour for hour basis. Flex time may be requested from and approved by the employee's immediate supervisor.
 - A) For example, a service & support administrator who needs to work past four o'clock may be permitted, with supervisor approval, to delay the beginning of the next day's work by an amount of time equal to the previous day's work beyond four o'clock. (This applies only to the positions specified.)

31. OVERTIME

- 1) CCDDEA.
 - A) Full-time employees shall be entitled to authorized overtime compensation at a rate of one and a half (1 1/2) times their hourly rate of pay for actual time worked in excess of each employee's normal scheduled work week, in increments of no less than fifteen minutes.
 - B) For the purpose of this Section, all approved paid leave shall be construed as time worked.
 - C) Time spent traveling to and from the normal daily work site and non-work time spent overnight on official business shall not be considered time worked for purposes of this Article.
 - D) Whenever an employee is required to work overtime in a week where he/she has taken an unpaid leave of absence, the employee shall not be eligible for the premium rate until he/she has actually worked in the classification's normal scheduled weekly hours.
 - E) Overtime will be distributed as equally as possible among employees within a classification by seniority.
 - F) An employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and a half (1 1/2) times his/her regular rate of pay in addition to receiving his/her regular holiday pay. The premium rate of pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation which may accrue in such work week. (Pyramiding of overtime is not allowed).
 - G) Overtime will be authorized by the Superintendent or his designee. Any employee, who through no fault of their own, is prevented from completing a Board-assigned task, will be granted overtime. Scheduled overtime which is canceled twenty-four (24) hours or more in advance for any reason shall not entitle the employee to overtime compensation.
- 2) Non Bargaining.
 - A) Full-time employees shall be entitled to authorized overtime compensation at a rate of one and a half (1 1/2) times their hourly rate of pay for actual time worked in excess of each employee's normal scheduled work week.
 - B) For the purpose of this Section, all approved paid leave shall be construed as time worked.
 - C) Time spent traveling to and from the normal daily work site and non-work time spent overnight on official business shall not be considered time worked for purposes of this Article.
 - D) Whenever an employee is required to work overtime in a week where he/she has taken an unpaid leave of absence, the employee shall not be eligible for the premium rate until he/she has actually worked in the classification's normal scheduled weekly hours.
 - E) Overtime will be distributed as equally as possible among employees within a classification by seniority.
 - F) An employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and a half (1 1/2) times his/her regular rate of pay in addition to receiving his/her regular holiday pay. The premium rate of pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation which may accrue in such work week. (Pyramiding of overtime is not allowed).
 - G) Overtime will be authorized by the Superintendent or his designee. Any employee, who through no fault of their own, is prevented from completing a Board-assigned task, will be granted overtime. Scheduled overtime which is canceled twenty-four (24) hours or more in advance for any reason shall not entitle the employee to overtime compensation.
- 3) General.
 - A) Persons designated as management or "exempt" employees with the Board are salaried and ineligible for overtime compensation under the Fair Labor Standards Act (FLSA). These positions include director of business, director of personnel, workshop supervisor, habilitation manager, production supervisor, case management supervisor, transportation supervisor, adult services director.
 - B) Persons designated as professional employees with the Board are salaried and may be ineligible for overtime compensation depending on the bargaining unit contract.
 - C) Time spent in non-work, unpaid status does not count toward eligibility for overtime.
 - D) In order to receive overtime pay, a completed overtime request form must be submitted. Full-time employees shall not receive overtime pay for hours worked in excess of their regularly scheduled

work week unless it is specifically authorized in advance or they are otherwise permitted to work in excess of their scheduled hours.

- E) Employees are to sign/clock in no sooner than 15 minutes prior to the start of the work shift and are to sign/clock out no later than 15 minutes after the work shift is over.
 - i) Overtime eligible employees who voluntarily arrive early for their assigned shifts and/or stay later after the shift will be actively discouraged from doing so by their immediate supervisor. Overtime eligible employees who arrive early for work and who voluntarily stay late after work are to spend this time in designated non-work areas. Overtime eligible employees who violate this policy shall be subject to corrective action.
- F) The time in which an employee engages in volunteer activities outside the normal work time shall not be compensable. Supervisors shall not overtly direct or correctly imply that employees engage in any volunteer activities. Such activities shall be an independent decision of the employee.

32. HOLIDAYS

- 1) Bargaining Unit - as defined in current union contract.
- 2) Management Non-Bargaining Unit.
 - A) All non-bargaining employees shall receive the following holidays:

New Years	1st day of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Day designated by the County Commissioners
Independence Day	4th of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December
 - B) Employees must be in active pay status on the scheduled day before the holiday and on the day after the holiday to be entitled to the holiday pay.
 - C) Employees who are scheduled to work on a designated holiday may be entitled to receive an alternate day off in lieu of the holiday.
 - D) In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event the aforementioned holidays fall on Saturday, the preceding Friday shall be observed as the holiday.
 - E) Employees who are on unpaid leaves of absence are not entitled to holiday pay.

33. SICK LEAVE CONVERSION

- 1) Bargaining Unit – as specified in current union contract
- 2) Non-Bargaining Unit - Upon Resignation/Separation. Sick leave conversion upon resignation for non-bargaining unit employees shall be in accordance with the specific terms, if any, of their individual contract with the Board.
- 3) Non-bargaining - Upon Death. Sick leave conversion upon the death of a non-bargaining unit employee shall be in accordance with the above provisions relating to conversions upon "resignation/separation" and/or specified in their individual contract with the Board. Payment shall be made to the employee's estate.

34. FAMILY AND MEDICAL LEAVE

- 1) **Non-Bargaining Unit.** The Columbiana County Board of Developmental Disabilities shall comply with Family and Medical Leave Act of 1993 and all subsequent amendments applicable by public law, to provide family and medical leave as specified in the legislation.

35. MILITARY LEAVE

- 1) Active Duty. O.R.C. 5903.03. An eligible employee who is drafted or is called for active duty in the Armed Forces of the United States, the Coast Guard, Marine Service, shall (in accordance with existing law) be Entitled to re-employment after honorable discharge or discharge under Honorable conditions from such services, provided the employee is physically and mentally able to do the work required and reports for work within 90 days of such discharge, or within 90 days after he or she is released from hospitalization continuing after discharge for a period of not more than one (1) year. He or she shall be employed in such position if it exists and is not held by a person with greater seniority, or to a position of like seniority, status and pay. If he is not qualified to perform the duties of such position by reason of disability sustained during such service, he/she shall be placed in such other position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay, or the nearest approximation thereof consistent with the circumstances of his case.
- 2) Military leave is governed by O.R.C. 5903 and 124.29. In general, any employee with more than 90 days tenure who voluntarily and involuntarily enters any of the Armed Services of the United States shall be granted a military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to his or her former position without loss of seniority or status or reduction in pay. Employees who completed their active duty obligation (without voluntarily re-enlisting or extending that obligation) are entitled to their previous Board position within 30 days of their written request, provided such report is submitted within 90 days of discharge or release from active duty. If temporary physical disability precludes the employee performing on the job, he or she shall be allowed up to one (1) year from the date of application to overcome such disability and return to work. Employees returning to previously held positions under these provision shall receive credit for military service in areas affecting status, rank, rating, increments, qualifications, etc., as though they had continued their board employment. This does not require that vacation and sick leave accrue to the employee while on military leave.
- 3) O.R.C. 5923.05 requires that Ohio National Guard, Defense Corps, Naval Militia, and all U.S. Armed Forces reserve components members be authorized up to 31 calendar days leave with pay per calendar year for training purposes. Employees are required to submit an order or statement from the appropriate military commander as evidence of the military leave along with such requests for military leave. O.R.C. 5923.05(B) limits the pay to 176 hours of pay per calendar year. Employees requesting such leave will be required to submit to the necessary documentation and complete the necessary leave papers in advance of the leave.

36. PROFESSIONAL LEAVE

- 1) Employees of the Board may be granted professional leave to attend meetings, conferences, workshops, or visitations which will enhance such employees' professional qualifications and benefit the Board. Employees will be reimbursed for actual expenses incurred in accordance with Board policy upon timely submission of receipts and/or verification. Eligibility for and approval of professional leave shall be in accordance with provisions of the applicable labor agreement for bargaining unit employees and in accordance with Board policy or discretion for non-bargaining unit employees.

37. PERSONAL LEAVE WITH PAY

- 1) Bargaining Unit(s) – as defined in current union contract
- 2) Non-Bargaining Unit.
 - A) Non-bargaining unit employees shall receive paid personal leave days as specified in their individual contract with the Board.

28 FUNERAL LEAVE

- 1) Bargaining Unit(s) – as defined in current union contract.
- 2) Non-Bargaining Unit.
 - A) As specified in their individual contract with the Board.

39. ASSAULT LEAVE

- 1) Bargaining Unit
 - A) As specified in their individual contract with the Board.
- 2) Non-Bargaining Unit
 - A) An employee shall be eligible for assault leave with pay, upon approval of the Board, when the employee is unable to perform his/her duties due to physical disability resulting from an assault by a program enrollee which occurs in the course of Board employment during work hours or while the employee is attending or participating in any Board sponsored, program-related, and Board approved activity on or off employer premises. The employee shall be required to furnish a physician's statement to verify the employee's inability to perform the essential functions of his/her position. If the Board disputes the documentation of the attending physician, it may send the employee, at its own expense, to a designated physician.
 - B) To qualify for assault leave pay, the employee shall file with his/her immediate supervisor a statement of the circumstances of the injury including information pertaining to when, where, how and by whom the injury occurred as well as any witnesses to the assault. Assault Leave will not be granted if the injury resulted from accident, misbehavior or negligence of the employee.
 - C) The employee will be paid their regular rate of pay for such time as he/she is required to be absent from work. Payment for assault leave will be in lieu of sick leave, vacation pay, personal day pay, emergency day pay, or workers' compensation pay.

40. PARENTAL LEAVE

- 1) An employee who becomes pregnant or who becomes a parent by childbirth or adoption may, upon request, be granted a parental leave of absence without pay for a period of time requested by the employee, not to exceed six (6) consecutive, uninterrupted calendar months. If so requested, additional unpaid leave may be granted by the Board for a period of time not to exceed six (6) consecutive uninterrupted months.
 - A) Requests for parental leave and additional parental leave shall be submitted sixty (60) days prior to the requested commencement or extension of the leave.
 - B) Upon completion of parental leave the employee shall be returned to the same or similar position, if it exists.
 - C) An employee granted leave under this section shall provide written notice to the Superintendent of his/her intent to return or not to return to work.
 - D) Additional provisions relating to parental leave for bargaining unit employees of the Board can be found in the applicable labor agreement.

41. COURT LEAVE/JURY DUTY

- 1) Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by a Federal, State or any other court of competent jurisdiction. In cases where the employee's absence will create a hardship on the agency or jeopardizes safety of students or clients, the employee will be requested to request excuse from jury duty.
- 2) Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not a party to the action.
- 3) An employee who is the appellant in an action before the State Personnel Board of Review or the claimant before the Bureau of Workers' Compensation for a Board-related claim, and who is in active pay status at the time of the scheduled hearing or examination, shall be granted leave with pay for purposes of attending such hearing or examination during a normally scheduled work day.
- 4) Any compensation or reimbursement received related to jury duty or for court attendance compelled by subpoena must be remitted to the Board when such duty was performed during normal working hours. However, the employee is not required to remit any expenses for mileage, meals, etc.
- 5) An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as noted, may request vacation time or personal day. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as a parent or guardian of juveniles.
- 6) Employees who are released from jury duty may be required to return to work in accordance with applicable provisions of any labor agreement. Non-bargaining unit employees should return to work if requested or where it is practicable to do so.

42. WORKERS' COMPENSATION

- 1) The Columbiana County Board of Developmental Disabilities follows the Columbiana County Commissioners policies and procedures regarding Workers' Compensation. Employees on workers' compensation leave shall be placed on "inactive" payroll and shall not accrue vacation or sick leave, shall not be paid for holidays and shall be considered in unpaid status for purposes of health, dental and life insurance. Employees on workers' compensation, however, may be eligible for continuation of certain insurance benefits under COBRA. No employee shall receive both workers' compensation and sick leave simultaneously. The Board shall pay all premiums for Workers' Compensation Insurance.

43. DISABILITY LEAVE AND SEPARATION

- 1) Bargaining Unit(s) – as defined in current union contract
- 2) Non-Bargaining Unit
 - A) A non-bargaining unit employee who has exhausted his/her accumulated sick leave and is unable to perform the essential job duties of his/her position, subject to the ADA, may request or be placed on unpaid medical leave of absence not to exceed six (6) months. Said request must be accompanied by appropriate medical documentation. If the disabling condition is expected to exceed six (6) months, a non-bargaining unit employee, who is unable to perform the essential job duties of his/her position, shall be placed on involuntary disability separation. A medical or psychological examination conducted by a licensed practitioner with the approval of the Director of the Department of Administrative Services, however, shall be required prior to placing an employee on disability separation unless the employee is hospitalized at the time of the disability separation.
 - B) The Board shall schedule a pre-separation hearing when he has received the results of the medical or psychological examination and the Board had initially determined that an employee is incapable of performing the essential job duties of his/her position with or without a reasonable accommodation or is not eligible for a leave of absence without pay. At this hearing (if the employee does not waive it), the employee shall have the right to examine the Board's evidence of disability, to rebut that evidence, and to present testimony and evidence on his/her behalf. If the Board, after weighing the testimony presented and the evidenced adduced at the pre-separation hearing, determines that the employee is incapable of performing his/her essential job functions with or without reasonable accommodation, then he shall issue an O.R.C. 124.34 order of involuntary disability separation. The total combined time of absence due to the disability shall not exceed three years for purposes of reinstatement.
 - C) An employee given a disability separation shall have the right to reinstatement to his former classification if still in existence, within three (3) years of the disability separation or unpaid leave of absence, as appropriate, upon submission of appropriate medical documentation. The Board, however, may institute a pre-reinstatement hearing if, after reviewing the results of the medical documentation, initially determines that the employee remains incapable of performing the essential job duties with or without reasonable accommodation.

44. LEAVES WITHOUT PAY

- 1) Bargaining Unit(s) – as defined in current union contract
- 2) Non-Bargaining Unit
 - A) Employees may be granted a leave of absence for personal reasons for up to six (6) months. Leaves of absence may be granted for a maximum period of two (2) years for purposes of education or training which would benefit the program or for voluntary service in any governmental sponsored program of public betterment. Approval for unpaid leaves of absence is at the discretion of the Board. Requests for unpaid leaves of absence should be requested as soon as possible in advance. If it is found that the employee is not using the leave for its intended purpose, the Board may cancel the leave and direct the employee to return to work. An employee, who fails to return to work within three (3) working days of the completion or cancellation of a leave of absence without pay, may be terminated.
 - B) Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position, if it still exists.
 - C) Authorized leaves of absence without pay will count as service credit for layoff purposes and for computing the amount of vacation leave the employee earns, provided the employee is properly returned to work.

45. VACATION

- 1) Bargaining Unit(s) – as defined in current union contract
- 2) Non-Bargaining Unit. The vacation leave of non-bargaining employees is governed by their individual contract with the Board.
 - A) Non-bargaining unit employees will not be entitled to vacation leave nor payment for accumulated vacation until he/she has completed one (1) year of employment with the Board.
 - B) All requests for vacation shall be submitted in writing to the employee's immediate supervisor.
 - C) Vacation shall be taken in minimum increments of one-half (1/2) hour.
 - D) In the case of the death of a non-bargaining employee, the unused vacation leave credit of the employee shall be paid to the employee's spouse or to their estate.
 - E) Vacation leave is to be taken within twelve (12) months following the employee's anniversary date. An employee may be permitted to carry over accumulated vacation leave of up to six weeks.
 - F) Vacation pay shall be based on the employee's regular rate of pay at the time the employee takes his vacation.

46. SICK LEAVE

- 1) Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. Employees shall accumulate unused sick leave without limit.
- 2) An employee that transfers from another public agency to the Columbiana County Board of Developmental Disabilities shall generally retain credit for any sick leave earned from the previous agency, with deductions made for any payment or credit given by the previous agency in lieu of taking sick leave.
- 3) Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been normally scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- 4) Sick leave shall be granted to an employee subject to certain limitations, upon approval of the Board for the following reasons:
 - A) Illness or injury of the employee or a member of his immediate family.
 - B) Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family, which requires the employee and cannot be scheduled during non-working hours.
 - C) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
 - D) If a member of the immediate family is afflicted with a contagious disease that requires the care and attention of the employee.
 - E) Pregnancy and/or childbirth and other conditions related thereto.
- 5) The employer shall require an employee to furnish a standard written signed statement in order to request sick leave.
- 6) The Board shall require a written and signed statement from a licensed physician if the sick leave of a bargaining unit employee exceeds a specified number of days as contained in the applicable labor agreement. Non-bargaining unit employees must provide a physician's statement if their use of sick leave exceeds five (5) consecutive work days.
- 7) Falsification of either employee's signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.
- 8) Anytime medical attention is required of a RBEA bargaining unit employee or a non-bargaining unit employee, such employee must furnish a physician's statement indicating that the employee was unable to perform his/her duties and/or that the employee is released to perform all of the duties of his/her position. Further, where sick leave is used by such employees to care for a member of the immediate family, a physician's statement indicating that the presence of the employee is necessary shall be required in accordance with the labor agreement.
- 9) Employees covered by the CCDDEA labor agreement are required to provide a physician's statement whenever sick leave is used as a result of an employee or immediate family member's exposure to a contagious disease in accordance with such agreement.
- 10) When an employee is unable to report to work he/she shall notify his/her immediate supervisor or other designated person before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor. The amount of prior notice for non-bargaining unit employees is specified in the applicable labor agreement.
- 11) The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Board.
- 12) The definition of "immediate family" for purposes of this section for bargaining unit employees is contained in the applicable union contract. "Immediate family" as pertains to non-bargaining unit employees' sick leave use is defined as mother, father, brother, sister, child, spouse, step-child, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent.

- 13) Employees, who use excessive amounts of sick leave which cannot be justified, demonstrate a pattern of use, use sick leave for other than intended purposes, falsify sick leave documents, or fail to follow sick leave rules shall be subject to appropriate disciplinary action and/or refund of salary or wage paid.

47. TRAVEL AND EXPENSE REIMBURSEMENT

- 1) Employees of the Board may receive reimbursement for expenses incurred while traveling on official Board business. The expenses of employees attending conferences or meetings approved by or at the request of the Board are proper administrative expenses. Reimbursement is authorized in accordance with current Board policy. Employees are eligible for expense reimbursement only if authorized by the Superintendent or designee.
- 2) An employee shall be reimbursed for mileage at the established applicable rate per mile for the use of privately owned automobiles. However, such reimbursement may be made only if the employee carries motor vehicle liability insurance as required by law.
- 3) An employee must file an itemized expense report showing the origin and destination of each trip in sufficient detail to account for the mileage claimed. Travel expense reports which include travel expenses incurred more than 30 days prior to the voucher date must be accompanied by a letter of explanation detailing the reason. Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle. The names of each such person must be listed on the travel voucher. Charges for parking are reimbursable on any day when an employee is entitled to claim reimbursement for mileage. Meal costs which exceed the current policy may be reimbursed if the meal is as an integral part of a meeting or conference and is out of the county.
- 4) Expenses to cover the cost of a hotel or motel room when an employee travels out of the County and where an overnight accommodation is necessary, shall be reimbursed only with prior written authorization of the Superintendent or Board.

48. RETIREMENT

- 1) Employees of the Board are required by law to participate in the Ohio Public Employees Retirement System or the State Teachers Retirement System as applicable. Ohio Law establishes the percentages of contribution which may be changed from time to time. Any employee giving consideration to retirement is encouraged to notify the Superintendent as soon as possible in advance of the anticipated retirement date. In addition to retirement benefits, PERS/STRS provide other benefits such as disability retirement, survivor benefits, health insurance for retirees, etc.

- A) Employees should direct questions about retirement benefits to:

Public Employees Retirement Systems
277 East Town Street
Columbus, Ohio 43215
(800) 222-7377

State Teachers Retirement System of Ohio
275 East Broad Street
Columbus, Ohio 43215-3771
(888) 227-7877

49. INSURANCES

- 1) The Board shall provide eligible employees with any insurance coverages required by any applicable labor agreement and/or deemed necessary, equitable, or consistent with the limited financial resources of the Board. Such insurances may include, but are not necessarily limited to, health insurance, life insurance, professional liability insurance, vehicle insurance, dental and vision insurance.
- 2) The types and amounts of coverages, limitations, and employee contribution rates, if any, to such insurance plans shall be established by the Board or collective bargaining agreement where applicable.
- 3) Employees on an unpaid leave of absence (or who meet other conditions) may continue health insurance coverages at their own cost under Public Law 99-272, Title X (COBRA) provided they meet COBRA requirements. Employees who continue COBRA coverage may be assessed two percent (2%) of the monthly premium to cover administrative fees. As such, the monthly premium cost for employees who continue coverage under COBRA may be higher than regular group rates. Continuation of coverage will generally be for a period of up to eighteen (18) months. However in certain circumstances, COBRA coverage may be extended to thirty-six (36) months. An employee has sixty (60) days in which to exercise the continuation coverage option.
- 4) The Board shall continue to pay its share of an employee's health insurance premium during the period of time the employee is on a family or medical leave of absence. (See the Family and Medical Leave Policy in this manual for specific eligibility requirements.)
- 5) The Board may also continue to pay its share of a bargaining unit employee's health insurance premiums when an employee is no longer in "active" payroll status where required by applicable law or a specific provision of the labor agreement.
- 6) Employees are solely responsible for notifying the Board of any status changes affecting insurance coverages (i.e. marriage, divorce, dependents, etc.).

50. TUITION REIMBURSEMENT

- 1) Bargaining Unit(s)
 - A) As defined in union contract.
- 2) Non-Bargaining Unit
 - A) Employees who hold supervisory contracts may receive tuition reimbursement if they have completed the minimum qualifications for a provisional certificate. Eligible courses include those taken at an accredited college or university and which meet the following criteria:
 - i) leads to an advanced degree in administration or developmental disabilities, or,
 - ii) leads to an advanced degree in an allied field in which the supervisor is currently employed with the board; or,
 - iii) any course in the MSPR field which the supervisor has not previously taken or in the area of employment.
 - B) Reimbursement for coursework will be at 100% of the tuition rate subject to a maximum of \$1,800.00 per calendar year. The "tuition rate" for purposes of reimbursement will be the amount charged by the institution and any matriculation fees. Reimbursement will not be made for other costs such as out-of-state fees, parking, lab fees, books, library fees, etc.
 - C) Reimbursement will only be made upon application by the supervisor after he/she has successfully completed the course. Reimbursement will only be made for that coursework in which the supervisor received a final grade of C or higher. No reimbursement will be made for any course in which the supervisor receives an incomplete, even if he/she later completes the course according to the criteria in this article.

51. CALAMITY DAYS

- 1) The Superintendent may authorize an emergency closing for all or part of the agency due to inclement weather conditions or other emergencies (e.g. water main break, heating malfunction). Employees shall not be required to report to work on calamity days in which the program is closed unless notified otherwise. A calamity day shall be considered a regular work day subject to all applicable policies. Hourly employees who are required to work on a calamity day (i.e. custodial staff) will be paid at time and one-half (1 1/2 x) their regular rate of pay.
- 2) Employees who are in a non-pay status before and/or after a calamity day will not be paid for the calamity day.
- 3) Other provisions relating to calamity day procedures can be found in the applicable collective bargaining agreement.

52. HEALTH AND SAFETY

- 1) The Board shall attempt to provide the most reasonably sanitary, safe, and healthful working conditions and work methods as practicable for all employees. In order to assist the Board in this goal, it is necessary for all employees to follow all appropriate and accepted safety practices, work rules, and methods; to be observant to potential hazards in their work environment; and to maintain tools, equipment, and vehicles and work areas in a safe and proper manner.
- 2) In the event an employee feels that an unsafe and/or hazardous condition exists in the workplace or if an employee is injured during the course of his/her employment, the employee is expected to immediately report such condition or injury to the Board on the appropriate form. A supervisor will then investigate all written reports of workplace injuries and/or unsafe working conditions.
- 3) The Board shall designate an area for employees where smoking will be permitted. Smoking shall only be permitted in these designated areas.
- 4) The Board shall make available, upon request, all Material Safety Data Sheets (MSDS), on any substances with which an employee comes into contact.

53. POLITICAL ACTIVITY

- 1) This policy lists examples of the specific political activities legally permitted and prohibited of all classified employees pursuant to O.R.C. §124.57, including classified employees on authorized leave of absence from their positions. Unclassified employees may participate in partisan political activities.
 - A) Activities Permitted to Classified Employees
 - i) Registration and voting.
 - ii) Expressing opinions, either orally or in writing.
 - iii) Voluntary financial contributions to political candidates or organizations.
 - iv) Circulating petitions on legislation relating to their employment.
 - v) Attendance at political rallies. Employees may attend political rallies that are open to the general public.
 - vi) Nominating petitions. Employees may sign nominating petitions in support of individuals.
 - vii) Political pictures. Employees may display political signs in/on their homes/yards.
 - viii) Badges, buttons and stickers. Employees may display political stickers on their private automobiles or may wear political badges or buttons. (Wearing of same may not interfere with job safety.)
 - B) Activities Prohibited to Classified Employees
 - i) Participating in a partisan election as a candidate for office.
 - ii) Declaring candidacy for an elected office which is filled by partisan election.
 - iii) Circulating official nominating petitions for any candidate.
 - iv) Holding an elected or appointed office in any political organization.
 - v) Accepting appointment to any office normally filled by partisan election.
 - vi) Campaigning by writing for publications, by distributing political material or by making speeches on behalf of a candidate for elective office.
 - vii) Soliciting, either directly or indirectly, any assessment, contribution, or subscription for any party or candidate.
 - viii) Soliciting the sale of or selling political party tickets, materials or other political matter.
 - ix) Engaging in activities at the political polls, such as soliciting votes.
 - x) Acting as recorder, checker, watcher, or challenger for any party or faction.
 - xi) Engaging in political caucuses.
- 2) Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact the Superintendent prior to engaging in such conduct.

54. BULLETIN BOARDS

- 1) It is the policy of the Board to maintain all facility bulletin boards as a means of communicating information to employees. All material that is to appear on Board bulletin boards shall be posted and removed by the appropriate facility building authority. All Board, federal and state required notices, and other legally required notices shall be posted in an area visible to all employees.
- 2) Information to be posted by the building authority shall not contain the following:
 - A) personal attacks upon any employee or public official;
 - B) scandalous, scurrilous, libelous or derogatory attacks on the Board, managing officers, supervisors or other personnel of the agency;
 - C) comments regarding candidates for public office.Any material posted in violation of this policy shall be removed from the facility bulletin boards. Violators of this policy shall be subject to disciplinary action as specified in the Board's discipline policy.
- 3) All requests to have materials posted shall be in writing to the building authority and shall contain the name of the person or group requesting to post the material, a copy of the material to be posted, and the requested period of time the material is to be posted. The building authority or designee shall provide to the requestor an approval or disapproval of the request as soon as possible.
- 4) Each employee organization which represents employees of the Board shall be provided a bulletin board to post information relevant to its members. Guidelines for the posting of such information shall conform to applicable provisions of the labor agreement.

55. SOLICITATION AND DISTRIBUTION

The following policy on solicitation and distribution is hereby adopted by the Board as to any and all employer premises including but not limited to administrative offices, work sites, and locations.

- 1) Non-employees of the Board who intend a solicitation and distribution visit to the interior premises of the employer's facility shall give the employer not less than twenty-four (24) hours notice of each visit. Such notice shall be accompanied by a list of persons intending access and a designated time. All solicitation and distribution activity by non-employees shall be confined to non-work time and in non-work areas designated by the Board and must not jeopardize health and safety.
- 2) Employees of the Board are not permitted to engage in solicitation of other employees and distribution during any employee's work time whether in work or non-work areas. Employees may conduct solicitation and distribution activity in work and non-work areas, but only if both employees are on non-work time.
- 3) The Board may regulate any solicitation and distribution activity by any employee or non-employee which disrupts or interferes with the normal work on the employer's premises.
- 4) Definitions.
 - A) The term "Solicitation" as used in this policy includes, but is not limited to, any act which requests, urges or seeks to induce in any way any employee to give or pay or obligate to pay money for any cause for any reason or to sign any document indicating membership in any organization, association, or group, or indicating support for or a pledge to any such organization, association, or group.
 - B) The term "Distribution" as used in this policy includes the passing out of any type of literature, advertising, handbills, circulars, forms, or any other memorabilia.
 - C) The term "work area" as used in this policy includes, but is not limited to, all offices, work sites, locations, conference rooms, and corridors leading directly thereto, and such other areas which are essential to the performance of an employee's duties.
 - D) The term "non-work area" as used in this policy includes, but is not limited to break rooms, or other areas where work is not customarily performed.
 - E) The term "work time" as used in this policy includes, but is not limited to, such time when an employee is engaged or should be engaged in work duties and assignments.
 - F) The term "non-work time" as used in this policy includes, but is not limited to, such time when an employee is not required to perform work duties and assignments, such as authorized breaks.

56. CONDUCT AND APPEARANCE

- 1) The Columbiana County Board of Developmental Disabilities is a public agency financially supported with taxpayer monies to meet the needs of the community. As such, employees of the Board will be expected to be prompt, efficient, courteous, and professional in dealings with the public.
- 2) Employees represent the Board by their appearance as well as actions. The properly groomed and attired employee, therefore, helps to create a favorable image of and increase public confidence in the Board of Developmental Disabilities. The Board requires that an employee's dress, grooming and overall appearance be professional, in good taste, appropriate to the workplace, and consistent with community standards. The Board reserves the right to prescribe appropriate dress and grooming standards and to otherwise regulate the appearance of its employees(Board Policy 280 and 280.1)

57. COMMUNICABLE/INFECTIOUS DISEASE -EMPLOYMENT

- 1) The Board shall not unlawfully discriminate against individuals with protected communicable diseases including AIDS, AIDS-related complex and both symptomatic and asymptomatic HIV-infected individuals with respect to hiring, transfers, promotions, job opportunities, termination and other terms and conditions of employment.
- 2) The Board shall prohibit the employment of individuals who currently have a contagious disease or infection if such individual poses a "direct threat" of harm to his or her own safety or health as well as the safety of others where the risk cannot be eliminated or sufficiently reduced through reasonable accommodation. A "direct threat" for purposes of this section means that there is a current, significant, and identifiable risk of substantial harm based upon objective medical or other factual evidence regarding the individual's condition.
- 3) Whenever an applicant for or an employee in a food service position has an infectious disease that can be transmitted to others through the handling of food, the Board shall not hire or continue to assign that individual to food-handling jobs if the risk of transmission cannot be eliminated by reasonable accommodation which would eliminate the risk of the disease being transmitted. Decisions as to whether or not the individual's infectious disease can be transmitted through the handling of food shall be based upon the list of contagious diseases prepared by the U.S. Department of Health and Human Services as required by law.
- 4) Mandatory screening for communicable diseases, such as AIDS, that are not known to be spread by casual contact or other means which are not commonly found in the classroom, office, food service and other facilities is not a condition of employment. However, applicants for certain positions, such as in food service, may be screened as part of a post-offer physical examination for contagious diseases which would result in a high probability of substantial harm if the employee was permitted to perform the duties of that position.
- 5) Effective infection control measures are dependent upon the cooperation of all employees. Any employee who has a communicable disease which currently poses a "direct threat" to the health and safety of others at the workplace must notify the Board so that it can:
 - A) Take appropriate action consistent with its commitment and obligation to ensure a safe and healthful work environment and/or,
 - B) Explore possible reasonable accommodations consistent with the operational needs of the individual Agency, established Agency policy, and applicable federal, state and local laws. The Superintendent/designee shall not continue to assign an employee to a job when reliable evidence or information from a qualified source confirms his/her of having a communicable disease or infection if the continued assignment of that employee to such a job would have a high probability of causing substantial harm to others.
- 6) The Board shall take all reasonable precautions to ensure that information about an employee's condition remain confidential. Information shall only be released in accordance with applicable policy or law. Employees who are provided with such confidential medical information shall not disclose this information except as may be expressly permitted under applicable law and/or provisions of this manual.

58. DRUG-FREE WORK PLACE

- 1) This policy is designed to comply with the Drug Free Work Place Act of 1988 (Pub. Law 100-690, 11-18-88) and sets forth the Columbiana County Board of Developmental Disabilities standards as an employer for a workplace that provides a safe, healthy working environment for all employees.
- 2) Any location at which the Columbiana County Board of Developmental Disabilities conducts its business is declared to be a drug free workplace. It is the policy of the Columbiana County Board of Developmental Disabilities that the unlawful manufacture, distribution, dispensation, possession or use of controlled substance by Columbiana County Board of Developmental Disabilities employees in the Columbiana County Board of Developmental Disabilities workplace is prohibited.
- 3) Compliance
 - A) It is a condition of the Columbiana County Board of Developmental Disabilities employment that each employee abides by the terms of this policy.
 - B) Employees violating the policy will be subject to disciplinary procedures up to and including termination for a first offense.
 - C) Employees must notify the Columbiana County Board of Developmental Disabilities Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Columbiana County Board of Developmental Disabilities will notify the appropriate federal granting or contracting agency within ten (10) days after receiving notice from the employee.
 - D) Within thirty (30) days of notification of a criminal drug statute conviction, the Columbiana County Board of Developmental Disabilities will take appropriate personnel actions against the employee, up to and including discharge, or require participation in a drug abuse assistance or rehabilitation program, or both.
- 4) Drug-Free Awareness Program
 - A) Each current and new employee of the Columbiana County Board of Developmental Disabilities will be given a copy of the Drug-Free Workplace Policy.
 - B) Each employee must sign a receipt acknowledging having received a copy of this policy.
 - C) This policy shall be posted in the school and adult facilities of the Board.
 - D) Information regarding the dangers of drug use and availability of assistance programs will be posted as available.
- 5) **Definitions**
 - A) The term "Drug-Free Workplace" refers to a site for the performance of work in connection with the employee's assigned duties and responsibilities.
 - B) The term "controlled substance" refers to controlled substances as defined in Schedule I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812). Controlled substances include:
 - i) Narcotics: opium, heroin, morphine, and synthetic substitutes.
 - ii) Depressants: chloral hydrate, barbiturates and methaqualones.
 - iii) Stimulants: cocaine (and derivatives such as crack) and amphetamines.
 - iv) Hallucinogens: LSD, Mescaline, PCP, peyote, psilocybin, and MDMA.
 - v) Cannabis: marijuana and hashish.
 - C) The term "conviction" means a finding of guilt (including a plea of nolo contendere or imposition of sentence, or both), by a judicial body charged with the responsibility to determine violation of the federal or state criminal drug statutes.
 - D) The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.
 - D) The term "Columbiana County Board of Developmental Disabilities Workplace" means any building, structure, or vehicle, or any improved or unimproved land, or any part of such building, structure, vehicle, land or property which is owned or occupied by the Columbiana County Board of Developmental Disabilities, or any other site at which the employee performs work in connection with his assigned duties and responsibilities.

59. PROPERTY/VEHICLE OPERATION

- 1) Employees are prohibited from using and loaning Board vehicles, materials, tools, equipment, and labor for personal or private use regardless of whether it is during work or non-work time. Employees are also not permitted to use Board phones to conduct personal business, except for emergencies or for absolutely "necessary" calls. All "necessary" calls are restricted to an employee's personal break time. All personal outgoing long distance calls are strictly prohibited. Employees may not expend labor, during scheduled work hours, for work not related to Board business. This prohibits any employee from performing personal or private work for himself, another employee, or a non-employee.
- 2) All Board vehicles, tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of the Board. In order to ensure compliance with this Section the Board may periodically check, with the Bureau of Motor Vehicles, an employee's driving record for purposes of determining his/her insurability and/or suitability for driving a Board vehicle. Employees must promptly report all parking and moving violations and accidents (regardless of fault) which occur during working hours. In addition, all serious moving violations (drunk driving, reckless operation, hit-skip, etc.) must be reported to the Board regardless of whether such violation occurred during work hours or not. Employees must wear seatbelts at all times while operating or riding as a passenger in a Board vehicle. Unauthorized individuals shall not be permitted to operate or ride in any Board vehicles or equipment.

60. LAYOFF AND RECALL

- 1) Bargaining Unit. The reasons and procedures for layoff and recall of bargaining unit employees are specifically delineated in the applicable labor agreement.
- 2) Classified Non-Bargaining Unit Employees. In the event that the Board must reduce its non-bargaining unit classified staff due to lack of work, lack of funds, or job abolishment for purposes of economy and/or efficiency, such layoff shall be in accordance with Sections 124.321 through 124.328 of the Ohio Revised Code and any relevant provisions of the Ohio Administrative Code. Such provisions of law or administrative rules provide procedures for determining the order of layoff based on efficiency and length of service as well as employee displacement, appeal, and reinstatement rights. Laid-off employees shall be eligible for reinstatement for one (1) year in the inverse order of layoff by classification.

61. ACCEPTABLE USE OF THE INTERNET AND E-MAIL

- 1) Refer to Board Policy 270.

62. COMPUTER SOFTWARE

- 1) Refer to Board Policy 270.1.

63. GUIDELINES FOR SOCIAL NETWORKING AND BLOGGING ACTIVITIES

- 1) Refer to Board Policy 272