

RESOLUTION 13-0434

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
June 24, 2013

In the Matter of
Accept the Williams County Board of
Developmental Disabilities and the Ohio
Association of Public School Employees
Local #780 in regards to the Wage Reopener

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Brian A. Davis, Present

Alan L. Word, Present

Lewis D. Hilkert, Present

Mr. Word moved adoption of the following resolution:

WHEREAS, on today's date, Fred Lord with Clemans*Nelson and Associates met with the Williams County Commissioners to present the last, best and final offer in regard to the Wage Reopener in regards to the Williams County Board of DD; therefore

BE IT RESOLVED by the Board of Williams County Commissioners that we do accept the Williams County Board of DD Wage Reopener as described on the attached.

Letter from Fred Lord is attached hereto and made a part thereof.

Mr. Hilkert seconded the motion.

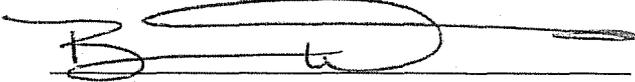
The vote upon adoption resulted as follows:

Mr. Brian A. Davis, YES

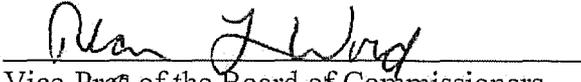
Mr. Alan L. Word, YES

Mr. Lewis D. Hilkert, YES

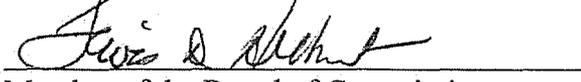
WILLIAMS COUNTY COMMISSIONERS



President of the Board of Commissioners



Vice-Pres of the Board of Commissioners



Member of the Board of Commissioners



CONSULTANTS TO MANAGEMENT

June 19, 2013

Kelly Mobley
OAPSE
1910 Indian Wood Circle, Suite 201
Maumee, Ohio 43537

-VIA EMAIL-

RE: Ultimate Impasse: Williams County Board of DD and OAPSE
SERB Case No. 13-MED-02-0103

Dear Kelly:

This letter is being sent as a follow up to my correspondence dated May 20, 2013. In that letter, you were informed that the employer considered the parties to be at ultimate impasse on the wage re-opener and the employer's last, best, and final offer with regard to wages was also submitted. You were requested to respond by 5:00 p.m. on May 30th and informed that lack of such response would indicate the union's acceptance that the parties were at ultimate impasse. The union did not respond as requested and has not requested to bargain any further over this issue.

In my previous letter, the employer's position was outlined regarding the negotiations process. The employer has bargained in good faith, and the parties have not been able to reach an agreement. The employer has met the requirement to bargain in accordance with the terms of the collective bargaining agreement. You were also informed that it was the position of the employer that if the union was unwilling to make substantial movement, the employer would consider both parties in agreement that ultimate impasse has been reached. No such movement has occurred.

The employer reiterates that when all efforts at good faith bargaining have been exhausted, as defined by the State Employment Relations Board (SERB) and the parties have not been able to reach an agreement, no additional bargaining is required.

Ultimate impasse has been reached. The employer has concluded that no additional bargaining will realistically be fruitful to reaching an agreement. As a result, the

OVER A QUARTER-CENTURY OF SERVICE TO EMPLOYERS

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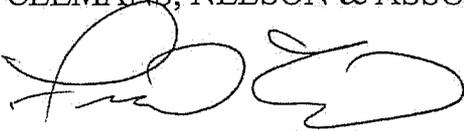
www.clemansnelson.com

Kelly Mobely
Page 2 of 2
June 19, 2013

Williams County Board of DD is in receipt of the last, best, and final offer, and will meet on June 24th, 2013. The Board of DD is expected to recommend to the Williams County Board of Commissioners that they pass a resolution to implement the employer's last, best, and final offer. Once the resolution is approved, the employer will administer the wages contained in the last, best, and final offer and expect OAPSE to abide by those terms, as well.

Sincerely,

CLEMANS, NELSON & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Fred Lord", written over a horizontal line.

Fred Lord
Senior Consultant

FJL:kar

Enclosure

cc: Debra Guilford, Superintendent of Williams County Board of DD

ARTICLE 15
WAGES

~~Section 15.1. All non-degreed staff shall be paid in accordance with the rates established in Appendix A of this Agreement based upon their classification qualifications, work based performance, and/or their years of experience. Following completion of one (1) year of service, or completion of at least one hundred and twenty (120) workdays, the employee shall advance to the next higher pay step within the pay range assigned to his classification at the beginning of the first pay period for that program year. Any non-degreed staff on the former wage scale shall remain at their current rate without any loss of pay.~~

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~~The wage rates contained in Appendix A represent no general wage increase for the first year of this agreement. In addition, bargaining unit employees shall remain in their current wage step for the first year of this agreement.~~

~~Either party may reopen this Article 15, Wages, by providing written notice to the other party no earlier than one hundred eighty (180) calendar days prior to June 30, 2013, nor later than ninety (90) calendar days after June 30, 2013, for the sole purpose of conducting negotiations on wage rates to be effective on or after July 1, 2013.~~

The Employer shall pay each bargaining unit employee a one-time signing bonus in the amount of ~~4%~~ ^{3%} of the employee's gross wages for 2012. Said signing bonus shall be paid in one (1) lump sum payment between July 1 and July 30, 2013.

30%
NCRSR
for the
second
year of
the
agreement
gm

~~The signing bonus shall not be considered part of the employees' base hourly rate and, therefore, shall not be included in the calculation of an employee's overtime rate. The signing bonus shall be subject to any payroll deduction required by law.~~

If the parties cannot agree to wages for both years two (2) and three (3) during the first reopener period, either party may then reopen Article 13, Wages, by providing written notice to the other party no earlier than one hundred eighty (180) calendar days prior to June 30, 2014, nor later than ninety (90) calendar days after June 30, 2014, for the sole purpose of conducting negotiations on wage rates to be effective on or after July 1, 2014.

The parties agree that negotiations regarding the reopening of Article 13, Wages, shall be done in accordance with Article 35, Impasse Procedures.

Section 15.2. Except as otherwise specified herein, all twelve (12) month professional employees shall be paid in accordance with this Agreement based upon their ~~work based performance,~~ ^{qualifications,} and/or years of experience, training and Degree. ~~Following completion of one (1) year of service or completion of at least one hundred and twenty (120) workdays, the employee shall advance to the next higher pay step at the beginning of the first~~

gm

WAGES (continued)

~~pay period for that program year. All professional employees shall advance to row 2 or 3 on the pay scale following verification to the Employer that the employee has completed the additional required training or obtained the required Degree. Any professional staff on the former wage scale shall remain at their current rate without loss of pay.~~

~~Section 15.3. For purposes of this Article employees shall be entitled to a maximum of five (5) years of service credit for experience in another Board of DD or educational facility in the same or similar classification as approved by the Employer. The employee must submit proof of such prior service to the Employer with his/her request for prior service credit. Following verification of the prior service credit by the Employer, the additional years of service shall be added in determining the appropriate pay step to which the employee should be assigned.~~

Newly hired employees shall be evaluated regarding job-related experience, education, or other qualifications, and the Superintendent shall determine the appropriate rate of compensation. Newly hired employees shall be compensated at the discretion of the Employer; based on the above qualifications in the following manner:

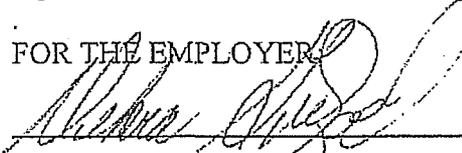
Non Degreed Staff: Minimum starting pay of \$7.85 per hour or the current Ohio minimum wage.

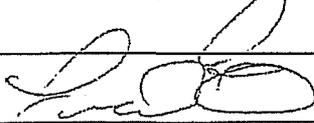
Degreed Staff: Minimum starting pay of \$28,479 per year.

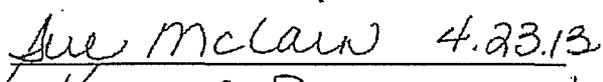
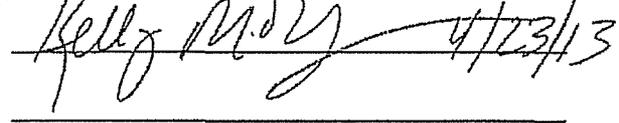
Bachelors' Degree: Up to \$5,000.00 above the degreed staff minimum starting rate.

Master's Degree: Up to \$10,000.00 above the degreed staff minimum starting rate.

~~Section 15.4. All employees' pay step increase shall be effective July 1 of every year. Step increases shall be granted only when there is completion of at least one (1) year of service or completion of at least one hundred and twenty (120) workdays. All salary adjustments for completion of additional training or obtaining a higher Degree shall be effective at the beginning of the first full pay period following the employee's submission of a written request for the adjustment and verification of the employee's qualifications for the adjustment.~~

FOR THE EMPLOYER




FOR THE UNION:
 4.23.13
 4/23/13

Date Submitted: 4-23-13

Date Signed: 4-23-13