



**SPECIAL BOARD MEETING**

**Oct. 3, 2018**





**October Special Board Meeting Agenda**

Wednesday, Oct. 3, 2018 – 6:00 p.m.

Beacon School

801 W. Union Street, Athens

**The Mission of the Athens County Board of Developmental Disabilities is to serve our community with  
compassion, innovation and transparency**

1. Call to Order – Margaret Demko, Board President.
2. Roll Call – Arian Smedley.
3. Reading of Mission Statement.
4. Motion to approve Agenda.
5. New Business:
  - a. Motion to approve the Professionals Guild of Ohio (PGO) Union contract, effective Sept. 8, 2018, to Sept. 7, 2021.
    - i. Factfinders Report (Exhibit 1, Pages 1-9)
    - ii. Tentative Agreement (Exhibit 2, Pages 10-58)
6. Comments from Visitors relative to the agenda.
7. Comments from Unions relative to the agenda.
8. Comments from the board.
9. Motion to adjourn.

**STATE OF OHIO  
BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD**

**IN THE MATTER OF FACT FINDING: SERB Case # 2018-MED-07-0589**

**BETWEEN THE**

**ATHENS COUNTY BOARD OF : THE PROFESSIONAL GUILD OF OHIO  
DEVELOPMENTAL DISABILITIES : Union  
Employer : Date of Fact Finding Hearing  
: September 14, 2018  
: E. William Lewis, Fact Finder**

**FACT FINDER'S FINDINGS AND RECOMMENDATIONS**

**APPEARANCES:**

For the Board:

Robert W. Cross, Consultant  
631 Seventh Street  
Portsmouth, Ohio 45662

For the Union:

Chauncey M. Mason, Executive Director  
P. O. Box 7139  
Columbus, Ohio 43205-0139

**AUTHORITY**

This matter was brought before Fact Finder E. William Lewis, in keeping with applicable provisions of Ohio Revised Code 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter before the Fact Finder is for consideration and recommendation based on merit and fact according to the provisions of the Ohio Revised Code 4117, and mutual directives of the parties.

Un attendance for the Union:

Mr. Chauncey Mason	Advocate
Ms. Jada Walker	Field Representative
Ms. Margaret Casey	Service & Support Specialist(witness) PGO Vice President
Ms. Kathleen Carlson	SSA – PGO III
Mr. Davey McNelly	SSA – PGO President

In attendance for the Board:

Mr. Robert Cross	Advocate
Ms. Gwen Brooks	Director of HR
Mr. Kevin Davis	Superintendent
Ms. Tristin Lawrence	SSA Manager
Mr. Arvan Smedley	Assistant Superintendent
Mr. Richard Suehrstedt	SSA Director

The following was submitted as the Employer Exhibit:

EE-1	Large three ring binder-composed of multiple tabs of Various colors
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The following were submitted as Union Exhibits:

- |      |  |
|------|--|
| UE-1 | Wage increase History, from 2004 through Sept. 7, 2017   |
| UE-2 | MEMORANDUM OF UNDERSTANDING(August 13, 2012)   |
| UE-3 | Athens County Board of DD Budgeting Worksheet<br>From 2014 actual through 2018 Revised Budget. |

**BACKGROUND:**

The Athens County Board of Developmental Disabilities, hereinafter known as the Board/Employer, provides services to County residents who are dealing with developmental disabilities. The Board provides these services through six different programs. These programs are designed to meet the various needs of their clients. The Ohio Professional Guild, hereinafter known as the Guild/Union, represents a bargaining unit of approximately sixteen members. The bargaining unit is composed of two nurses and fourteen Service & Support Specialists.

The parties have had a bargaining relationship since 2000. The parties have met for bargaining three times on this successor contract, which expired on September 7, 2018. During the bargaining sessions they used the Interest Based Bargaining process. However, they were unable to reach agreement, and the Board's offer on 8/6/18 was rejected by the Union. Thus, the current Contract was extended by the dispute resolution procedure contained in Ohio Revised Code(ORC) 4117.14. The Guild requested that a Fact Finders' panel be submitted by SERB, resulting on this Fact Finder being selected and appointed on August 28, 2018.

By mutual agreement between the parties and the fact finder, a Hearing was scheduled for September 14, 2018. The Hearing commenced on 9/14/18 at 10:00am., at Oglethorpe Hospital, Athens, Ohio. At the outset of the Hearing, the parties jointly agreed that there were four unresolved issues. They are as follows:

1. Hours of Work and Overtime (Article 8D)
2. Wages(Article 31)
3. Teleworking (Article 44) known as Remote Work
4. Duration (Article 45) change dates only for a three year Agreement

Once the issues were identified, the fact finder asked the parties if they would consider an attempt at mediation, to which they agreed. The mediation efforts resulted in tentative agreements on Hours of Work and Overtime, and Teleworking (Remote Work). The incorporation of these changes in to the CBA were assigned to a bargaining committee person from each team.

The parties were not interested in mediating Article 31 Wages. Therefore, a Fact Finding Hearing was commenced at 3:00pm. Evidence and support information was introduced by the respective Advocates during the Hearing. One witness was called and sworn in to testify for the Union.

The ORC, Section 4117.14 (C)(4) (e), establishes the criteria that is to be used by the Fact-Finder. The criteria are listed below and were given weight by the fact finder in making his recommendation in this matter. The criteria are:

- Past collectively bargained agreements, if any, between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- The interest and welfare of the public, the ability of the public employer to finance and administer the issue proposed, and the effect of the adjustments on the normal standard of public service;
- The lawful authority of the public employer;
- Any stipulations of the parties;

- Such other factors not confined to those above, which are normally or traditionally taken into consideration in the determination of the public service or in private employment.

The format of this Report will be to list each parties position on Article 31 Wages, followed by the fact-finder's discussion and recommendation.

## **Article 31 – WAGES AND APPENDIX A**

### **Union Position:**

The Union proposes to increase the current wage schedule base (Appendix A) by 3% per year, effective September 8, 2018, September 8, 2019 and September 8, 2020.

### **Board Position:**

The Board proposes a 2.5% pay increase September 8, 2018, to the current rate of pay for each employee effective the first payroll after the Athens County Board of Developmental Disabilities approves the Agreement. The Board proposes an additional 2.5% pay increase of each employee's rate of pay on September 8, 2019 and September 8, 2020 of the Agreement.

### **DISCUSSION:**

The Employer's proposal of 2.5% per year of each employee's current salary, in essence, would eliminate the current wage schedule(Appendix A). The Board Advocate stated that they were interested in establishing salary ranges to replace the current Appendix A Schedule. However, no evidence or testimony was introduced to show any bargaining activity with the Union to establish wage ranges. When the fact finder compares the wage structures of the nine highlighted area Board wage comparables, they are evenly split between wage schedules and pay ranges(EE-1). This was determined by reviewing the SERB submitted contracts of

these highlighted area comparables.

There was no argument between the parties regarding there being an ability to pay issue. However, the Board Superintendent, during the Hearing, claimed that the State average carryover reserve for all other County Boards of DD is 80%. This Board has a carryover reserve ranging from 20% to 30%, per management. There was no supporting data to substantiate the 80% number. However, the Union did introduce evidence showing this Board's carryover reserves ranged from 26% to 32%(UE-3). These numbers are for years 2014 to 2018. The carryover reserves are actual amounts except for 2018, which is a budgeted amount. Thus, the issue before the fact finder is the amount of the wage increase, and in what form.

When the fact finder considers area comparisons of rates of pay of employees doing comparable work these employees rank above nearly all of the nine highlighted County Boards of DD(EE-1). The average hourly rate of this bargaining unit as calculated by the Guild, is \$27.65 per hour. This average is above the highest actual hourly pay of seven of the nine area County Boards of DD. This is not unusual, since Athens County is generally the most populated county in the area.

The past Collective Bargaining Agreements shows a wage schedule in effect for the last fourteen years(UE-1). In most cases an across the board increase was added to the base hourly rate and applied to the steps accordingly. This was done for eight of the fourteen years. In 2013 and 2014 the employees received step increases only. In four of the years since 2010 there were zero increases to the base rate. However, the 2015 zero increase to the base was caught up with a 3% increase 1/1/2016 and a 2% increase 9/8/16. These increases were coupled with the elimination of the BA+13 wage column through the Addendum dated August 26 2016 and signed 11/10/2016. The BA+13 column provided employees with increased wage opportunities ranging from approximately \$1.05/hour to \$1.70/hour.

Since 2011, the parties negotiated numerous types of wage increases or freezes, all of which incorporated the wage schedules in place(UE-1). Economic data from 2014(actual) to 2018(budget) shows the carryover fund balances never falling below \$3,125,742 and reaching a high of \$3,709,718. These balances represent 29.2% of the total revenue(UE-3). Twenty nine percent is a long way from 80%. However, the parties have been able to negotiate a variety of settlements. These settlements were reached without substantively reducing the carryover fund balances.

The Board's proposal, in the fact finder's opinion, would bust the existing wage schedule without negotiating a replacement system. Experience has shown the fact finder, that a workplace without a structured wage system can be chaotic and, at minimum, create labor relations issues. Conversely, the Guild's proposal would add 19.8% increased wage costs over three years, including a conservative roll-up of 20%.

The fact finder cannot ignore the comparable wage data, both regionally and Statewide. These bargaining unit employees are comparably well positioned(EE-1). Submitted evidence identifies that public employee wage increases are ranging between two percent and two and one-half percent. This wage data includes extended years beyond 2018.

#### **RECOMMENDATION:**

Change Article 31-Wages Addendum dated August 26, 2016 and signed on 11/10/16, to read as follows:

B. Add second paragraph to read as follows: Bargaining Unit Employees who have stepped out or will step out during the life of this Agreement, shall be paid a 2.5% increase effective September 8, 2018, 2019 and 2020. Bargaining Unit Employees who have not stepped out shall receive their step increases (2.5%) effective September 8, 2018, 2019 and 2020.

The recommended wage schedule is attached.

### **Article 45- DURATION**

**POSITIONS:** Both the Union and the Board proposed a three year Agreement.

Change Article 45- DURATION to read as follows:

This Agreement shall be in effect from September 8, 2018 to September 7, 2021.

### **CONCLUSION**

The Fact Finder recommendations contained herein were arrived at giving consideration to the positions of the parties, and the criteria enumerated in ORC 4117.14 (C)(4)(e). Additionally, the Fact Finder incorporates into his Report, as part of his recommendations, any tentative agreements reached between the parties and the language of the expired Agreement which remain unchanged by the parties.

This concludes the Fact Finding Report.

Respectfully submitted this 28<sup>th</sup> day of September 2018.

E. William Lewis

Fact Finder

/s/

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## **ARTICLE 1 – RECOGNITION**

- A. The Athens County Board of Developmental Disabilities recognizes the Professionals Guild of Ohio (PGO) as the sole and exclusive bargaining representative for all full-time and regular part-time in the residual professional unit including the following positions:

Unit A: Nurses

Unit B: Service and Support Specialists

- B. Excluded from the bargaining unit are all other employees and classifications, including the following positions and categories (where appropriate, as defined by ORC Chapter 4117):

Supervisors	Management Level Employees	Director of Nursing Services
Substitutes	Seasonal and Casual Employees	Confidential Employees

- C. When new professional positions are created by the Employer or a change in title of a bargaining unit position is made, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Employer and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination.
- D. Should such positions be determined to be in the bargaining unit, the Employer and the Union shall meet to determine placement on the salary schedule.

## **ARTICLE 2 – DEFINITIONS**

- A. Agency – Any department/unit of the Athens County Board of Developmental Disabilities
- B. Agreement - This Negotiated Agreement between the Board and the Union
- C. Alternate Work Schedule – varying duties and work hours for the work week where employees work different schedules while maintaining core time with approval of supervisor.
- D. Board or DD Board - The Athens County Board of Developmental Disabilities acting in its official capacity
- E. Business Day - A business day, means Monday through Friday during routine office hours from 8:00 – 4:30, excluding holidays.
- F. Business Manager – the person who is responsible for fiscal matters
- G. Core time - is when everyone is expected to be on the job (not necessarily in the office).

- H. Day - a calendar day, unless otherwise indicated
- I. Employee - a member of the bargaining unit
- J. Employer - the DD Board
- K. Flextime – the ability of the employee to work outside of the business day.
- L. Immediate Supervisor – Manager or Director of Service & Support Administration.
- M. ORC - The Ohio Revised Code
- N. OAC – The Ohio Administrative Code
- O. Seniority - the length of service with the Employer computed from the first day of work as a regular employee
- P. Superintendent - superintendent or designee
- Q. Union - Professionals Guild of Ohio (PGO)
- R. Work at Home – work at home means the ability of the employee to work at home to complete case notes and other job duties with prior approval of supervisor.
- S. Work week – consists of 168 hours, beginning 12:01 AM on Saturday and ending at 12:00 midnight Friday.

### **ARTICLE 3 - NEGOTIATION PROCEDURES**

#### **A. Request for Opening of Negotiations**

A request for the opening of negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the President of the Union on or before ninety (90) calendar days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than sixty (60) calendar days prior to the expiration of the current contract, unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.

#### **B. Negotiation Procedures**

The parties shall meet at times and places agreed upon at the prior meeting. All meetings shall be held in a private, unless otherwise agreed.

**C. Caucus**

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period of time to caucus.

**D. Item Agreement**

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

**E. Agreement**

When an agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted to the Union for ratification. Upon ratification by the Union, it shall be submitted to the Athens County Board of County Commissioners (ORC 7 4117.10(B)) for approval within fourteen (14) days of concluding a tentative agreement. The Commissioners are required to act to accept or revise the tentative Agreement in toto, failure to act within thirty (30) days, the contract is deemed approved, to the DD Board for adoption. If adopted by the Board, the Agreement shall be binding on both parties. Said Agreement shall be signed by the Board's representative and by the Union's representatives.

**F. Printing and Distribution**

After ratification, the Agreement will be emailed to each member of the bargaining unit, each administrator, and each member of the Board. The Agreement will be filed with the State Employment Relations Board and will be available on its website.

**G. Confidentiality**

Until impasse has been declared or the contract has expired, whichever is later, no unilateral press releases or other public disclosure of the content to specific negotiations proposals will be made by either party. Joint press releases may be made at any time.

**H. Negotiating Teams**

The Board and the Union will be represented at negotiations meetings by teams consisting of not more than three (3) persons, including outside representatives. In addition, either party may bring in a consultant to address specific issues.

## **ARTICLE 4 - GRIEVANCE PROCEDURES**

### **A. DEFINITIONS**

Grievance: An alleged violation, misinterpretation, or misapplication of any specific provision of this Agreement between the Board and the Union

Grievant: An employee or group of employees alleging a grievance. A grievance alleged by a group of employees shall have arisen out of and be confined to the same circumstances affecting each member of said group.

Day: A business day.

### **B. INFORMAL STEP**

Prior to filing a formal written grievance, the grievant shall request a meeting with his/her Immediate Supervisor for the purpose of attempting to resolve the matter informally. If the grievance is not resolved at the informal meeting, the grievant and the supervisor must sign the relevant portion of the grievance form indicating the date and time the informal meeting occurred.

### **C. WRITTEN GRIEVANCE**

The written grievance used in the formal levels of this procedure shall state: 1) the specific contract article and section(s) alleged to be violated, misapplied, or misinterpreted; 2) a complete description of the grievance and the time, place and date it occurred; 3) the relief sought, and 4) the date of submittal. The written grievance must be filed on the appropriate grievance form, a copy of which is attached hereto as Appendix D. Grievance forms are available, upon request, from the Union or the Superintendent's office.

### **D. RULES**

1. Time limits given shall be considered as maximum unless otherwise extended by mutual agreement of the parties involved.
2. Failure to file the written grievance within the time frame specified in Step 1 will result in the grievance being considered waived.
3. Failure of the grievant to proceed within the specified time limits to the next step(s) shall mean the grievance has been resolved by the response stated in the previous step.
4. Failure of the Employer to respond to a grievance within the specified time limits shall enable the grievant to advance the grievance to the next step of the procedure.
5. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

6. A grievance regarding a suspension or discharge shall be filed at step 2 of the grievance procedure.

**7. A grievance regarding a verbal/oral warning is not appealable beyond formal Step 2.**

## E. FORMAL PROCEDURE

### Step 1

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days of the occurrence which gave rise to the grievance or when the employee reasonably knew of such occurrence, submit the grievance on the Union grievance form to the Immediate Supervisor. A meeting shall be mutually arranged between the grievant and the supervisor within ten (10) days after submittal. Within ten (10) days after the meeting, the supervisor shall provide the grievant with a written disposition of the grievance.

### Step 2

If the grievant is not satisfied with the disposition at Step 1, he/she shall within ten (10) days of receipt of the supervisor's disposition submit the grievance on the Union grievance form to the Superintendent. A meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent shall provide the grievant and the Union President with a written disposition of the grievance.

### Step 3

If the Union is not satisfied with the disposition at Step 2, the Union shall submit the grievance to FMCS grievance arbitration within fifteen (15) days. The parties will attempt to agree on an FMCS mediator. If the parties are unable to agree, the Union will request that FMCS appoint a mediator.

### Step 4

If the Step 3 mediation does not resolve the grievance, the Union shall have fifteen (15) days to file a written request for arbitration. Appeals to arbitration shall be solely at the Union's discretion.

The Employer and the union shall attempt to mutually select an arbitrator within ten (10) days of receipt of the appeal. If the parties cannot mutually agree on an arbitrator, the parties shall request a list of arbitrators from FMCS. Prior to striking names each party may request that the list be rejected and submit a request for another list from FMCS. Each Party may request another list once. The party requesting the second list shall pay the cost of a replacement list, if any. An arbitrator shall then be chosen using FMCS procedures within twenty (20) days of receipt of the FMCS list by the parties. The hearing shall be conducted under FMCS rules for Arbitration.

A decision shall be rendered as soon as possible by the arbitrator and that decision shall be final and binding on the Board and the grievant(s) and the Union. The procedures contained in this Article constitute the sole and exclusive method of redressing grievances arising from this Agreement.

All cost for obtaining the list of arbitrators and all costs for the services and expenses of the

arbitrator shall be borne by the losing party at arbitration. Expenses of any witnesses shall be borne by the party calling the witness. If a party requests a court reporter, the cost of the reporter shall be borne by that party, unless the other party requests a copy of the transcript, in which case the cost of the reporter shall be borne equally by the parties.

#### F. POWER OF THE ARBITRATOR

1. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question and his/her decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement in arriving at his/her determination. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted for arbitration.
2. The arbitrator, in ruling on issues specifically left to the discretion of the Employer by this Agreement, shall be limited to deciding whether the Employer's judgment and/or actions were arbitrary or capricious.
3. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
4. In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. If necessary, the parties may agree to conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits of the grievance. In the event all alleged grievance is appealed to an arbitrator and the arbitrator determines that he/she has no authority or power on which to rule, it shall be referred back to the Union and the Board without decision or recommendation on its merits.
5. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited, except upon specific written agreement of the Employer and Union to do so.

### **ARTICLE 5 - EMPLOYER RIGHTS**

- A. The Employer hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio, and of the United States, including, but without limited the generality of the foregoing, the right:

1. to suspend, discipline, demote or discharge employees for just cause;
  2. to have the exclusive responsibility and authority to manage, control, and direct, in behalf of the public, all of the operation and activities of the Employer, its overall budget, standards or services, and organizational structure;
  3. to determine the overall methods, processes, means or personnel by which operations are to be conducted;
  4. to effectively manage the workforce, including determining the size, composition, and qualifications of the workforce and relieving unit members from duties because of lack of work, lack of funds, or abolishment of positions as authorized under O.R.C. 124.321;
  5. to hire all employees and, subject to the provisions of law and the explicit terms of this Agreement, to determine their qualifications and the conditions for their continued employment;
  6. to determine hours of work and duties, responsibilities and assignments of employees with respect to the employees' employment and terms and conditions of such employment by the Board.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.

## **ARTICLE 6 - UNION RIGHTS**

### A. Union Business

Not more than two (2) Professionals Guild of Ohio (PGO) Field Representatives shall be permitted to appear on work sites during working hours for the purpose of investigating and/or resolving grievances, provided that they shall not disrupt or interfere with work performance. Local Union officials may investigate and/or resolve grievances during non-working hours.

### B. Bulletin Boards

The Union may use designed bulletin board space in all work sites to post and remove notices of Union activities and matters of concern. Union representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities. Items may not be posted if the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the Agency.

## **ARTICLE 7 - EMPLOYEE DISCIPLINE AND DISCHARGE**

- A. No employee may be disciplined except for just cause, which would include discipline or corrective action to the employee for a violation of rules, regulations, policies, and/or procedures.
  1. Discipline/corrective action will be applied in a corrective, progressive, and uniform manner in accordance with this Agreement.
  2. Progressive/corrective action shall take into account the nature of the violation, the employee's record of corrective action, and the employee's record of service and conduct.
  3. Whenever in the course of a meeting with an employee that any statements or facts are brought forth that could lead to discipline, the employer will advise the employee of their right to union representation, and that their statements or disclosure of facts could lead to their being disciplined.
  4. When a meeting is scheduled between an employee and his/her supervisor for disciplinary purposes (e.g. oral reprimand, written reprimand, suspension, discharge, including investigatory interviews) the employee will be advised in advance and allowed to have a representative of the Union present. In the event the recommended discipline is suspension, demotion, or discharge, a pre-disciplinary conference will be held as specified in Section B of this Article.

### B. Disciplinary Procedure

1. Before imposing a demotion, suspension or discharge on an employee, the Employer shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended discipline/corrective action and to explain his/her behavior. The Employer shall provide the employee and the representative with a written outline of the charges which form the basis for corrective action at the time the pre-disciplinary conference is scheduled. This shall be provided at least three (3) working days prior to the conference. The Employer shall provide written notice of a pre-disciplinary conference (time, date, and employee affected) to the Union President. The employee has the right to be accompanied at the conference by a representative. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, it may suspend the employee with or without pay for up to three day pending the conference to determine final discipline/corrective action.

Any extensions of time for holding the conference requested by the Union would be non paid administrative leave or the employee may use any available leave.

2. Ordinarily, the first instance of minor misconduct by an employee may result in an oral warning. Further minor misconduct may result in a written reprimand. Further misconduct may result in a suspension with or without pay or demotion. Further misconduct thereafter

may result in discharge.

3. Rules cannot be limited to cover every situation. Certain offenses are serious enough to warrant discharge or suspension without regard to previous reprimands or discipline, subject to the Just Cause standard. Such serious offenses include, but are not limited to the following:
  - a) theft of or substantial and intentional damage to property;
  - b) insubordination, or the uttering of threatening or abusive language toward management personnel, other employees, students, or the public;
  - c) abuse, neglect, or mistreatment of individuals served;
  - d) intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance;
  - e) falsification of any records, and fighting.
4. The Employer shall give the Union president and the employee written notice of the decision to demote, suspend, or discharge an employee. Such actions shall be subject to the grievance procedure.
5. This Article supersedes and takes the place of ORC 124.34 and shall exclusively govern the discipline and discharge of employees.

6. Records of corrective action shall have force and effect for purposes of progressive discipline according to the following schedule, based upon the severity of the corrective action and provided there have been no intervening corrective actions taken during the same time period:

Corrective Action

Designated time to remain in force and effect,  
from the date that the discipline is effective

Instruction/Oral Warning  
Written Warning  
Suspension/Demotion

One (1) year  
One (1) year  
Two (2) years

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- A. The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day as it determines the needs of the Agency may require. However, each employee will be paid at the rate of one and one-half (1-1/2) times his or her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week. Overtime must be

authorized in advance by the Employer or as soon as possible when the supervisor or the superintendent is not available to authorize in advance. For purposes of calculation, the work week begins at 12:01 A.M. on Saturday and ends at midnight the following Friday.

- B. Bargaining Unit members, with approval of supervisor, may establish an alternate work schedule for the work week, based on job duties. The employee will notify supervisor when using flextime and the employee must utilize flextime within same work week as earned.
- C. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For the purposes of computing overtime pay, holidays, vacation, personal leave, sick time and compensatory time taken shall not be treated as hours worked. An employee shall continue to accrue compensatory time up to and including 240 hours. Any accrued compensatory time which reaches expiration shall be paid to the employee as overtime. Compensatory time not used within one hundred eighty (180) days shall be paid out on the next pay period after the 180<sup>th</sup> day.
- D. Employees shall maintain the flexibility to perform work from home by utilizing Agency laptop computers subject to the approval of the immediate supervisor. Employees who have completed less than 15 years of OPERS service will be eligible to work from home up to and including twenty-four (24) hours per month. Employees who have completed 15 years or more of OPERS service are eligible to work from home up to and including forty (40) hours per month. The Employer may request documentation of such work performed.

## **ARTICLE 9 - VACANCIES AND BID PROCEDURE**

- A. In all buildings owned and operated by the Employer and staffed by bargaining unit, members the Employer shall provide a location accessible to all bargaining unit members for the purpose of posting announcements of job vacancies.
- B. All job vacancies shall be posted for a period of at least ten (10) business days. A vacancy is an existing or new position that the Employer has authorized to be filled, whether created as a result of the resignation, retirement, termination, transfer or death of an employee. The employee desiring the posted position shall submit a bid in writing to the office of the individual designated on the posting prior to the close of the bid period. All postings shall contain the position's location, hours, hourly rate, and pay range and qualifications.
- C. It is understood that the Employer will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy.
- D. The Employer shall use the following procedures in choosing a person to fill a vacancy:
  1. The position will first be offered to employee applicants who are currently working in the bargaining unit. If more than one employee within the bargaining unit applies for the

vacancy, applicant with the greatest seniority will be awarded the position. Applicants who are currently employed in other classification will be interviewed for the position, but it is understood that the Employer will select the applicant it deems most qualified out of all of the applicants.

2. All other applicants for the position will then be considered and the position will be awarded to the applicant that is the most qualified. Criteria for selection shall include, but are not limited to, relevant skills, qualifications, experience and seniority with the Agency, if any.
- E. Employees who have been awarded a new position shall serve a trial period of forty-five (45) actual business day in the new position. During the trial period, the Employer may return the employee to his/her previous position for unsatisfactory performance. During the trial period, the employee may choose to return to his/his previous position, but may only choose to do so one time. If an employee has previously exercised his/her right to return during the trial period, then the employee shall have no right to choose to return during the trial period in the future. An opportunity to discuss the return will be provided by the Employer upon request. No grievance or legal action of any kind may be filed against the Employer on the basis of the return of an employee to his/her previous position.
- F. The union shall be provided with the-current seniority list (by system-wide and classification seniority) of all employees in the bargaining unit upon request, but no more than two times per calendar year.
- G. The Union President shall receive notice of a posting award within five (5) days of the posting being awarded.

## **ARTICLE 10 - REDUCTION IN FORCE**

Whenever it becomes necessary, as determined by the Employer, to reduce the number of bargaining unit employees, the Employer shall proceed as follows:

- A. The Employer shall determine the number of employees to be laid off in each affected classification. Job classifications include Service and Support Specialist and Nurse.
- B. The Employer shall endeavor to provide affected employees with at least (20) days notice of intended layoff.
- C. The Employer may consider laying off an employee(s) in the classification(s) to be reduced who submits to the Director of Finance & Operations written notice of his/her willingness to be laid off. The Employer has absolute discretion to lay off or retain any such volunteer(s).
- D. In the absence of a volunteer(s) deemed suitable by the Employer, the Employer, shall determine which employee(s) is (are) to be laid off on the basis of seniority.

- E.** Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If a position opens up in a classification in which an employee(s) on the recall list was employed at the time he/she was laid off, such employee(s) will be recalled in reverse order of layoff. The provisions of this article are intended to supersede the procedures set forth in O.R.C. 124.321.

Bargaining unit employees being recalled to work after layoff shall be notified by the Employer by telephone and by certified mail sent to each employee's last address on record in the Employer's Human Resource Department and shall have ten (10) working days, exclusive of Saturdays, Sundays, or holidays, from the date of mailing within which to report to work. Such mailing address or telephone number may be used by the Employer in giving any notice to the employee which may be required under any provisions of this Agreement.

- F.** Should the Employer determine that a reduction in force is necessary, the Employer will notify the Columbus office of the Union and schedule a meeting. The meeting shall occur at least ten calendar days prior to the notice going out as provided in Article 10 (B) of this Agreement. The Employer and Union will discuss the offer to volunteers to take a reduction in hours prior to imposing an involuntary reduction in force.

## **ARTICLE 11 - PROBATIONARY PERIOD**

- A.** All new employees shall serve a probationary period for the first one-hundred-eighty (180) calendar days of their employment.
- B.** During the probation period, an employee may be terminated at any time and for any reason. Any such termination shall not be subject to the grievance procedure of this Agreement or to any other legal challenge.
- C.** During the probationary period, the employee shall have no seniority rights and shall not have recourse to the grievance procedure in connection with probationary discharge. Upon successful completion of the probationary period, the employee's seniority shall be computed from the original date of hire into a bargaining unit position.

## **ARTICLE 12 - JOB DESCRIPTION**

If the Employer determines it is necessary to change any job descriptions, the employees working under the job description to be changed shall be provided input into the process. It is understood that the Employer has the right to determine the final job descriptions except when a position description change would lead to the reduction in the hours and/or wages of a particular bargaining unit classification.

## **ARTICLE 13 NON-DISCRIMINATION**

- A. Management, the Union, and each bargaining unit member shall cooperate fully to abide by all applicable local, state, and federal laws and regulations prohibiting discrimination on account of race, color, religion, sex, sexual orientation, national origin, age, handicap, disability, or status as a veteran. Further, neither management nor the Union will discriminate based upon union membership or lack thereof.
- B. Management shall not interfere with the rights of employees to become members of the Union. Management shall not discriminate against an employee because of union activity.

## **ARTICLE 14 – SENIORITY**

- A. For the purposes of this Agreement, seniority shall be defined for all employees in the PGO Bargaining Unit prior to December 1, 2007, as the uninterrupted length of continuous active paid status with the Employer. For all employees entering the PGO Bargaining Unit on or after December 1, 2007, seniority shall be defined as the uninterrupted length of continuous active paid status within the PGO Bargaining Unit. Seniority shall be broken when the bargaining unit employee resigns, retires, or is terminated pursuant to Article 7 of this Agreement. A bargaining unit employee shall not have seniority broken due to accepting a temporary assignment to another bargaining unit position within this bargaining unit as recognized in this Agreement.

In the following circumstances, a bargaining unit employee's seniority shall be frozen as if the employee had never left, accruing seniority beginning where it was stopped when:

- 1) a bargaining unit employee resigns but returns to the bargaining unit within twelve (12) months of resignation;
  - 2) a bargaining unit employee has been granted an approved LOA (Leave of Absence) by the Superintendent or designee which does not exceed eighteen (18) months;
  - 3) a bargaining unit employee is laid off and recalled before twelve (12) consecutive months lapse.
- B. A seniority list shall be provided to the Union President each September and May.
  - C. A tie in seniority shall be determined based on a flip of a coin.
  - D. During an approved unpaid absence, an employee's seniority shall be frozen.

## **ARTICLE 15 - SICK LEAVE**

- A. Sick leave may be requested for the following reasons:
  1. Personal illness, injury, pregnancy, childbirth and/or related medical conditions, or exposure to contagious disease which could be communicated to others.
  2. Illness, injury or death of a member of the employee's immediate family.
  3. Medical, dental, or optical examinations or treatment of the employee or a member of his or her immediate family.
  4. For purposes of this provision, "immediate family" is defined as: mother, father, brother, sister, child, spouse, or person who stands in place of spouse as significant other **as defined in Ohio Administrative Code 123:1-47-01**, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent, spouse grandparent, step parent, or step sibling. **An affidavit statement plus evidence of "person who stands in place of spouse as significant other" must be initially provided to management to establish relationship significance to utilize this benefit for such. Evidence may include documentation of joint ownership or rental on property of residence, joint significant financial obligations, joint childcare responsibility, or other documentation that may establish relationship significance.**
- B. It is responsibility of each employee to report any anticipated absence as soon as possible to her/his Immediate Supervisor. If an employee wakes up sick, he/she must call **or text** the Immediate Supervisor no later than one hour before her/his scheduled starting time on the day of the absence. An employee is required to notify the Immediate Supervisor or designee of his/her absence and the reason within the required time, and to complete the required leave request form, as set forth in the Board Personnel Manual. If an employee has prior knowledge of a medical appointment, he/she must submit an application for use of sick leave as far in advance as possible.
- C. Where reasonable grounds exist, the Employer maintains the right to investigate any employee's absence, to require a physician's written certification of the nature of any illness of an employee and/or to require a fitness-for-duty examination by a physician appointed by the Board at Board expense.
- D. For each completed eighty (80) hours of service in active pay status, an employee shall earn 4.9 hours of paid sick leave. For the purposes of this Article, active pay status is defined as hours worked, hours on paid vacation leave, hours on holiday leave, hours on paid sick leave and other compensated time off. The amount of sick leave time any one employee may accrue is unlimited.
- E. To utilize sick leave, the employee must be scheduled to work that day.

- F. Employees shall schedule medical appointments for themselves and members of their immediate family after regular working hours whenever possible.
- G. Vacation or personal leave shall be used for sick leave purposes after paid sick leave is exhausted.
- H. An employee who fraudulently obtains sick leave, falsifies sick leave records, or alters a physician's certificate shall be subject to appropriate disciplinary action, up to and including dismissal.
- I. Medical verification of illness from a physician may be required for every absence for illness of more than three (3) consecutive days.
- J. Employees who transfer between county departments or agencies, or from another public agency, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. It is the employee's responsibility to request that sick leave from prior service be transferred and to provide documentation concerning the balance to be transferred.
- K. The Employer may discipline employees for the abuse of or established pattern of use of sick leave. Abuse may be defined as the use of sick leave for reasons other than those listed in Section A of this Article. The Employer may also use other non-disciplinary methods to control an employee's excessive sick leave usage, including, but not limited to, the following: requiring an employee to meet with his/her supervisor after each absence, requiring an employee to bring a doctor's statement justifying the use of sick leave for each absence; and requiring doctor's appointments to be scheduled outside of the work day.
- L. If a bargaining unit member uses two (2) or less sick days during a calendar year, he/she shall be compensated \$250.00 in the first pay of the new calendar year. To be eligible, a bargaining unit member must have been employed for a full year.

## **ARTICLE 16 - PERSONAL LEAVE**

- A. Each full-time (i.e., working 35-40 hours/week) 260-day employee shall accrue personal leave at one and one fourth (1 $\frac{1}{4}$ ) day per three (3) months of work per year for a total of five (5) personal days per year. Personal days will be credited at the start of each calendar year, any employee who has is employed after January 1 of any year will be credited with a prorated amount of personal Leave upon completion of their probationary period. Any employee who leaves the Board's employ after the start of a calendar year will be responsible for repaying any accrued leave they have not earned, but used from their last pay check. Nurses listed in Unit A of Article 1 – Recognition will accrue one (1) personal day for each completed six months of employment. Nurses who leave after January 1 of any calendar year will be responsible for the repayment of any personal leave used but not accrued from

their final paycheck with exception of a death during active duty

- B. Each part-time (i.e., working less than 35 hours/week) 260-day employee shall be entitled to two (2) days of unrestricted paid personal leave each year, which shall be prorated for employees hired after the first of the year.
- C. It is the intent of personal leave to give employees extra days they may need for emergencies and personal obligations not covered by other leave.
- D. Personal leave shall be requested on the approved form, in no less than fifteen (15) minute intervals, and requires written approval of the Immediate Supervisor.
- E. In an emergency situation, the employee must advise the Immediate Supervisor of the nature of the emergency.
- F. In an emergency situation, the employee must submit the leave request form no later than the next working day to be paid for the personal leave.
- G. Paid personal leave may only be used during the calendar year in which it is granted. Unused personal leave shall be converted to sick leave.
- H. To use personal leave, an employee must be in active pay status and scheduled to work that day.

#### **ARTICLE 17 - ASSAULT LEAVE**

- A. If an employee is injured during the course of Board employment as a direct result of violent physical outburst of a student or consumer, the employee will be eligible for assault leave. Employees must be unable to work and the injury must be verified by the employee submitting an incident report. The employee must also secure a physician's statement which verifies the date of occurrence of the injury and the date of return to work with or without restrictions. The Employer may require additional medical verification to continue assault leave. If the Employer requires an additional medical examination to continue the assault leave, the Employer shall bear the cost of that medical examination and shall have the right to determine the physician who will perform the examination.
- B. An employee assaulted as a result of employment and temporarily disabled by such assault shall remain on the payroll and shall receive all benefits as if on sick leave as hereinafter provided. The member shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Employer shall pay to the employee the difference between the employee's regular wage to make it whole. The decision of the Bureau of Workers' Compensation on granting benefits shall have no bearing on the provisions of this Article. Assault leave shall not exceed more than thirty (30) work days. Assault leave shall not be deducted from the accumulated sick leave of the member.

## **ARTICLE 18 - PROFESSIONAL LEAVE**

- A. If employees are required by the Employer to attend professional meetings, conferences, workshops, courses or other specialized training, the Employer will reimburse the cost of attending the meeting, travel, and meal expenses in accordance with Board policies and procedures in place when this agreement becomes effective; and will pay the Employee his/her regular rate of pay for time spent attending the meeting.
- B. Professional leave includes training the employee chooses to attend up to 24 hours any of the following in one calendar year:
  1. Certification/registration course during the week or on the weekend;
  2. Training in a field or area of specialization; and/or
  3. Professional growth.

The Employee is required to maintain all necessary licenses/certifications for the job. Any Employee that fails to maintain required licenses/certification will be placed on unpaid leave not to exceed thirty (30) calendar days to regain his or her license/certification. If the employee does not have proper license/certification after the thirty (30) days, then he or she will be terminated.

- C. Professional leave must be taken to the nearest one-quarter (1/4) hour.
- D. Professional leave does not accumulate, and must be taken in the calendar year in which it was granted.
- E. Employees wishing to use professional leave must submit their written request to the Immediate Supervisor two weeks in advance.
- F. This reimbursement shall be subject to Board's approval of the conference, seminar, course, and/or workshop and applied toward the following:
  1. An employee may be reimbursed up to five hundred dollars (\$500.00) per calendar year for training costs including meals, housing costs, and mileage when successfully completing Board approved conferences, seminars, courses, and/or workshops.
  2. Bargaining unit members shall be reimbursed for actual miles while on an approved professional leave at the IRS rate per mile when using their personal vehicles. Such payment is considered to be total reimbursement for vehicle related expenses (e.g., insurance, gas, oil, depreciation, etc.). This provision is applicable any time a bargaining unit member travels for work performed for the Employer.
  3. Bargaining unit members shall be reimbursed for the expenses of meals while on an approved professional leave up to \$30.00 per day per employee.

4. Bargaining unit members shall be reimbursed for the expenses of a motel room when the bargaining unit member travels on an approved professional leave and the business is for more than one business day and is more than seventy-five (75) miles from Athens County Board of DD. This provision is applicable any time a bargaining unit member travels for work performed for the Employer.
- G. Time will be flexed from the same pay period with no overtime granted.
- H. Scheduled staff development days in the Board calendar or scheduled by management do not count as professional leave taken.
- I. If employees are required to attend a conference/workshop or a professional development experience, this does not count as one of the allotted professional days.

## **ARTICLE 19 - TUITION**

### **TUITION REIMBURSEMENT**

The Board shall appropriate two thousand dollars (\$2,000.00) per contract year to be used for reimbursement of appropriate college credit hours earned by bargaining unit members with at least two years of full time employment with ACBDD. The appropriated money shall be divided equally among those members who have applied in writing to the Superintendent or designee, on a first-come, first-served basis for a maximum of two members, up to a maximum of one thousand dollars (\$1,000.00) per member per contract year applying. In addition, each bargaining unit member must provide written verification to the Superintendent or designee of course enrollment and upon earning the course credit. The course work will be job related and approved by the Superintendent or designee before reimbursement will be made to the bargaining unit member.

## **ARTICLE 20 - FAMILY LEAVE**

Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, and any amendments, provided that, except as otherwise mandated by that Act, any family leave shall not be in addition to any contractual leave or other leave required by law.

## **ARTICLE 21 - UNPAID LEAVES OF ABSENCE**

- A. The Superintendent may grant an employee an unpaid leave of absence for a period not to exceed one (1) year. The authorization of leave of absence without pay is a matter of administrative discretion. The Superintendent should decide in each individual case whether a leave of absence is to be granted.

- B. During such leave, the employee may elect to maintain his/her health and/or life insurance coverage by making monthly payments in the amount of the monthly premium.
- C. The employee shall give notice of intent to return to his/her former position at least thirty (30) days prior to the expiration of the leave.
- D. Upon completion of a leave of absence, the employee shall be returned to the position the employee formerly occupied, if available, or to a similar position if the employee's former position no longer exists. Any replacement hired into the employee's former position while the employee is on leave may be subject to established layoff procedures.

## **ARTICLE 22 - HOLIDAYS**

- A. 260-day employees will be paid their regular per diem rate for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day (designated floating holiday)
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	Christmas Day

- B. Employees working less than 260 days each year, but no less than 191 days per year, will be paid their regular per diem rate for all of the holidays contained in Section A except for July 4<sup>th</sup>.
- C. It is understood that Veteran's Day has been designated as a floating holiday, which is observed on the Friday after Thanksgiving.
- D. In addition, the Board will extend the observance of the Christmas holiday for 260 day employees as follows:

If December 25<sup>th</sup> falls on....

Monday  
Tuesday  
Wednesday  
Thursday  
Friday

ACBDD offices will also be closed on...

Tuesday, December 26<sup>th</sup>  
Monday, December 24<sup>th</sup>  
Tuesday, December 24<sup>th</sup>  
Friday, December 26<sup>th</sup>  
Thursday, December 24<sup>th</sup>

December 31<sup>st</sup> program is closed.

- E. Aside from this, if a holiday falls on Sunday, it will generally be observed on the following Monday; if it falls on Saturday, it will generally be observed on the preceding Friday.
- F. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before and immediately after the holiday, unless the employee is on approved vacation leave or sick

leave.

- G. If a holiday occurs while an employee is on vacation or sick leave, a vacation or sick day will not be charged against his or her vacation leave or sick leave.
- H. If an employee is in a non-pay status the entire day before or after a holiday, she or he will not be paid for the holiday.
- I. An employee who actually works as required, with prior approval of the Superintendent or designee, on days of observance of the recognized legal holidays shall receive his/her regular rate of pay for the holiday and compensated at one and one half (1 ½) times that rate of pay for all hours worked on the holiday (ie. two and one half (2 ½) times the regular rate of pay for the first 8 hours worked on a holiday).

## **ARTICLE 23 - VACATIONS**

- A. Twelve-month (i.e., 260-day) employees who work 40 hours per week will accrue paid vacation leave, according to years of service and time in active pay status, according to the following eligibility guidelines:
  1. less than or equal to 1 year of service - accrued at 3.1 hours per bi-weekly pay period
  2. completion of 1 year but less than 6 years of service - 2 weeks per year (i.e., 80 hours, accrued at 3.1 hours per bi-weekly pay period)
  3. completion of 6 years of service but less than 15 years of service - 3 weeks per year (i.e., 120 hours, accrued at 4.6 hours per bi-weekly pay period)
  4. completion of 15 years of service but less than 25 years of service - 4 weeks per year (i.e., 160 hours, accrued at 6.2 hours per bi-weekly pay period)
  5. Completion of 25 years or more - 5 weeks per year (i.e., 200 hours, accrued at 7.7 hours per bi-weekly pay period)
- B. No employee will be entitled to use vacation leave under any circumstances until the employee has completed the probationary period. Upon successful completion of the probationary period, the employee will be credited with their accrued vacation leave as set forth in Section A if the employee works two hundred sixty (260) days per year and thirty-five (35) or more hours per week, but less than forty (40) hours per week. Employees with prior years of service credit will be placed on the schedule as set forth in Section A.
- C. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.
- D. Upon approval of the Employer, Employees may carry over unused vacation leave into a

subsequent year for no more than three (3) years. Unused vacation leave in excess of three (3) years will be paid out at the next pay period and shall be paid out at the current rate of pay of the bargaining unit member. The Employer shall give a 30 day notice prior to the unit member who is in a position to have unused leave paid out. However, the employee must demonstrate that leave requests have been denied.

- E. Vacations are scheduled in accordance with workload requirements of the individual departments within the Board. For this reason, vacation requests must be submitted to the Immediate Supervisor in writing at least fifteen (15) days before the first day of the proposed vacation-except in emergency or extenuating circumstances, when an employee may submit a vacation request less than fifteen (15) days before the first day of proposed vacation. The Supervisor will respond to the employee's vacation request within ten (10) calendar days of the request being submitted. Regardless of how much notice is given, vacation may only be taken if approved by the Employer.
- F. Vacation leave shall be charged in minimum amounts of one quarter (1/4) hour.
- G. The Employer reserves the right to limit the number of employees who may take vacation at any particular time.
- H. Vacation time shall not accrue based on the accumulation of paid overtime.
- I. In the event that an employee terminates service with the Board and has utilized more vacation than would have been earned since his/her hire date or anniversary date, the Board shall be reimbursed for time used but not earned out of the employee's last paycheck.

#### **ARTICLE 24 - JURY DUTY AND OTHER COURT LEAVE**

- A. Court leave with pay shall be granted to employees summoned for jury duty, during regularly scheduled work hours, by a federal, state, or local court. In cases where the employee's absence will create a hardship on the Agency or jeopardize the safety of students or clients, the employee will be requested to seek excusal from jury duty.
- B. 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 regularly scheduled work hours, where the employee is not a party to the action, if the appearance is job-related.
- C. An employee who is the claimant before the Bureau of Workers' Compensation for a Board related claim, and who is in active pay status and not fully drawing worker's compensation at the time of a scheduled hearing or examination in the employee's case, shall be granted court leave with pay for purposes of attending such hearing or examination during normal working hour.

- D. Any compensation or reimbursement received by the employee related to jury duty or for court attendance, compelled by subpoena, must be submitted to the Business Manager, when such duty was performed during regularly scheduled work hours. Employees will be paid their regular rate of pay for time spent on jury duty or court attendance during regularly scheduled work hours upon presentation of verification and any compensation/reimbursement to the Business Manager.
- E. An employee who is appearing before a court or other body authorized by law to require attendance of witnesses in a case in which he/she is a party to the action, except as noted herein, may request vacation time, personal leave, or leave without pay for that purpose. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing, as directed, as a parent or guardian of juveniles.
- F. The employee should provide the Immediate Supervisor with two weeks notice whenever possible.
- G. Jury duty and other court leave may only be used for regularly scheduled work time the employee actually spends at court and travel to and from the courthouse. When the employee is released from court, the employee must return to work to complete any regularly scheduled work hours that day if court service is less than four (4) hours.
- H. Time paid for subpoenaed or summoned jury service or witness duty shall be counted as time paid toward benefits and seniority pursuant to the terms contained in this Agreement.

## **ARTICLE 25 - CALAMITY DAYS**

- A. Unless a Level 3 Emergency has been declared in Athens County or employee's county of residence, Service & Support Administration staff members are expected to report for work.
  - 1. In instances of severe weather conditions, when a program and/or facility is closed, those unit members who are required to work and are unable to report for work or who report after their regularly scheduled starting time (in no event later than 10:00 A.M., unless approved by the Superintendent) shall be permitted to use sick leave time, personal leave time, vacation time or leave without pay to account for the time missed from work.
  - 2. Employees who are in a non-pay status before and after a calamity day will not be paid for the calamity day.
  - 3. Employees are responsible for listening to the designated radio stations for the "calamity day" status.
  - 4. The Employer has the right to waive unit member attendance due to non-weather related events.

5. If an employee is asked by the employer and agrees to work during a Level 3 Emergency, employee will be compensated at their regular rate of pay for the calamity period, in addition to compensation for actual hours worked at the appropriate rate.
- B. Because the part time nurse position is dependent upon the needs of the school program, this unit member will be expected to report for work in accordance with information regarding whether or not the school will be in operation on a given day.
- C. Cancellation of programs or closing of facilities due to calamity will be governed by the following provisions:
  1. If a Level 3 Emergency has been declared in Athens County or employee's county of residence, which prevents employees from traveling on the roads, then employees will not be required to report to work until the emergency conditions have expired. If the emergency conditions continue throughout an employee's scheduled work hours, then the employee will be paid for a calamity day, up to a maximum of five calamity days in a calendar year. If the emergency conditions expire during the course of an employee's scheduled work day, then the employee will be expected to report to work at that time, but will be paid for a portion of a calamity day for the time period the emergency conditions existed.

## **ARTICLE 26 - UNION LEAVE**

The PGO Bargaining Unit shall have 32 hours of leave per contract year in each unit for union business at the discretion of the PGO President. Union leave will be documented on leave requests conditional on the availability of the other PGO Bargaining Unit members.

## **ARTICLE 27- BEREAVEMENT LEAVE**

- A. An employee shall be granted up to three (3) working days for bereavement leave upon request per calendar year.

## **ARTICLE 28 - PAYROLL PRACTICES**

- A. Employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate provided for in the negotiated wage schedule of this Agreement for authorized and assigned work hours. If the Employer requires an employee to work through lunch, the employee will be paid for lunch. Breaks will be assigned by the supervisor.
- B. Employees shall be paid bi-weekly in accordance to the employers regular pay schedule

normally on every other Thursday. Employees shall be paid in equal pays, usually 26 per year. If a pay day falls on a holiday, employees will be paid on the Wednesday immediately preceding the holiday, except under extenuating circumstances in which case paychecks will be issued as soon as they are available.

C. Payroll and Union Dues Deductions

1. Payroll deductions, including union dues deductions, will be made in equal installments from each bi-weekly pay in a year. Signed payroll deduction authorizations must be submitted to the Fiscal Officer. Deductions shall be continuous until such time as the employee withdraws such authorization in writing. Payroll deductions may be made for any of the following: city, state, and federal income tax withholding; Medicare; insurance; OPERS, union dues; and any items available through the deferred compensation program.
2. The Union shall provide to the Fiscal Officer a list of the names of each employee for whom union dues withholding should be made, a list of the total amount that should be withheld for each employee.
3. Except for unusual circumstances, the Fiscal Officer shall forward a list of the names of each employee for whom union dues withholding should be made and a list of the total amount that should be withheld for each employee, to the Athens County Auditor's office within five (5) work days after receipt of said lists from the Union.
4. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union

## **ARTICLE 29 - SEVERANCE PAY**

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The employee retires from employment with the Board pursuant to OPERS regulations.
2. The employee must, within one hundred twenty (120) days of last day of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check.

3. The employee must sign for the severance check certifying that the eligibility criteria have been met.
4. At the time of retirement, the employee must be a full-time employee with ten (10) or more years of service with the Board.

B. Benefit Calculation

The amount of the severance benefit due to an employee shall be calculated by:

1. Employees hired on or before June 1, 2015, will be grandfathered and entitled to the following severance benefit: Multiplying the employee's accrued but unused sick leave by twenty-five percent (25%) for employees with more than ten (10) and less than fifteen (15) years service with the Board, or by thirty percent (30%) of the employees with fifteen (15) or more years service with the Board.

Employees hired after June 1, 2015, will be entitled to the following severance benefit: Multiplying the employee's accrued but unused sick leave by twenty-five percent (25%) for employees with more than ten (10) years of service with the Board.

2. Multiplying the product times the employee's current rate of pay at the time of retirement..
3. The amount of the benefit calculated in steps one and two shall not exceed the value of sixty (60) days accrued but unused sick leave for employees with more than ten (10) years of service with the Board, or seventy-five (75) days accrued but unused sick leave for employees with fifteen (15) or more years service with the Board.
4. Full time bargaining unit members hired on or before June 1, 2015, with twenty or more years of service with the Board shall receive payment based upon the bargaining unit members rate of pay at retirement for 40% of the bargaining unit members accrued but unused sick leave, not to exceed ninety-six (96) days pay.

C. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

**ARTICLE 30 - OPERS PICKUP (SALARY REDUCTION METHOD)**

- A. The Board shall contribute to the Public Employees' Retirement System (PERS) in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their

contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage paid as an employee contribution by said employee and shall be paid by the Board to PERS on behalf of said employee as a "pick-up" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

- C. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to PERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- D. The Employer shall compute and remit its employer contributions to OPERS based upon the total annual salary, including the "pick-up". The Employer shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Employer shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The "pick-up" shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the PERS contribution procedures in place prior to the effective date of this provision shall be in effect.

## **ARTICLE 31 - WAGES**

- A. Employees who have been employed by the Board for more than eighteen (18) consecutive years will receive an annual longevity bonus equal to one percent (1%) of her/his salary during the contract period.
- B. Bargaining Unit Employees who have stepped out or will step out during the life of this Agreement, shall be paid a 2.5% increase effective September 8, 2018, 2019 and 2020. Bargaining Unit Employees who have not stepped out shall receive their step increases (2.5%) effective September 8, 2018, 2019 and 2020.

- C. Upon initial hire, an employee shall be placed on the wage scale designated for the employees' experience/degree. In no case shall an internal applicant be placed on a step for which the rate of pay is lower than his/her current rate. **During an initial probationary period, a new employee will not receive a step increase.** When the employee satisfactorily completes probation, and that date of completion is six (6) months or greater from the **upcoming** contract anniversary date of September 8<sup>th</sup>, the employee shall receive a step increase of two and one-half percent (2.5%). Thereafter employees shall be advanced one (1) pay step (two and one-half percent 2.5% increase) each year on the contract anniversary date of September 8<sup>th</sup>.
- D. Employees, required by the Employer to be on-call, shall be paid fifty dollars (\$50.00) per day for Saturdays, Sundays, and holidays. Such payments shall be made and accepted as remuneration for **being on-call**. Employees responding to telephone emergencies shall be compensated at the employee's regular hourly rate (or at the overtime rate, in accordance with this Agreement).
- E. Employees who are on-call and are required to respond to an emergency that requires the employee to go on-site shall be paid as follows:
  1. If the employee is called back for less than two (2) hours, the employee shall receive a minimum of two (2) hours pay at the employee's regular hourly rate. (The overtime provisions are applicable in accordance with this Agreement as well.)
  2. For purposes of this section, an employee is "called back" when the employee, because of the nature of the emergency, must travel onsite from home or other location, to the Employer's office, client's home, or other location to successfully resolve the emergency.
  3. An employee, who is not on-call but who is called back into work shall be compensated according to F. of this Article.
- F. SSAs do not perform UI/MUI responsibilities but will notify UI/MUI Coordinator or designee.

## **ARTICLE 32 - INSURANCE**

- A. For those employees that choose insurance coverage, the Employer shall provide a hospitalization and major medical health insurance plan, a vision insurance plan, a dental insurance plan, a prescription drug insurance plan, and a group term life insurance plan. The board has the right to choose all insurance carriers so long as the coverage is comparable to the present coverage.
- B. For those employees that choose insurance coverage, the Employer will pay 100% of the premiums of vision and dental insurance, regardless of the type of plan chosen (i.e., single, two-party-employee/child or employee/spouse, or family).
- C. For those employees that choose insurance coverage,
  1. HRA Plan. The Employer shall pay 85% of the single plan premiums for hospitalization

and major medical health insurance and the prescription drug plan, while the employee will pay 15% of the single plan premiums. The Employer shall pay 80% of the family plan premiums for hospitalization and major medical health insurance and the prescription drug plan, while the employee will pay 20% of the family plan premiums. The employee deductible shall be \$200 for single and \$400 for family and two-party coverage.

2. HSA Plan. If the employee chooses the HSA option the deductible will be funded by the Board at 80% of one family plan premiums and \$6,000.00 deductible. The Employer will pay 85% of single plan premium and \$3000.00 deductible. Funding of the HSA shall occur quarterly. If an employee's expenses exceed their quarterly funding, employee shall be required to provide documentation of expenses to the Board. The Board shall deposit additional funding to cover the expenses not to exceed the maximum deductible.
  3. The employer shall also pay the full cost of group term life insurance in the amount of \$50,000 for all full time employees (i.e., those individuals working 35 or 40 hours per week).
- D. Employees who work less than 20 hours per week shall not be eligible for the benefits described in this Article.
- E. The Employer shall request that the County Auditor's office continue to maintain a Section 125 plan (i.e., insurance premiums only-not a cafeteria plan).
- F. An employee on unpaid leave of absence shall continue to be carried on payroll records for insurance purposes, but the employee shall be responsible for payment of 100% of his/her insurance premiums for the specific time of the leave-except as may be otherwise provided under Board policies or Articles in this Agreement for an employee on Family Medical Leave. The employee taking unpaid leave shall choose either to pay the amount of the first month's insurance premiums directly to the Board prior to the commencement of unpaid leave and directly to the Board prior to the beginning of the month for each subsequent month that the employee is on leave, or to authorize that the premiums be payroll-deducted from the employee's paycheck.
- G. Employees shall be responsible for notifying the Personnel Office of changes in dependent or covered persons as soon as such a change occurs. If an employee fails to notify the Personnel Office as soon as a change occurs, the employee shall reimburse the Board for all premiums paid for ineligible persons.
- H. An insurance committee will be established to review the insurance coverage provided by the Board on an ongoing basis and to investigate other possible carriers and/or policies that may provide either a savings in insurance costs or containment of insurance costs. The committee shall be open to representatives from the PGO bargaining unit, the OAPSE bargaining unit, the ABEA bargaining unit, the employees not in any bargaining unit and administrators. The committee shall meet with the intention of reducing the overall cost of health insurance and with the goal of keeping the current premium increase at or below 30%. The committee shall meet with insurance representatives/consultants to discuss insurance

and review insurance options. The committee may, by consensus, issue one or more recommendations to the Board regarding changes to the current health plan.

The committee can make recommendation(s) to the Board regarding insurance only if the recommendation(s) has been ratified by each bargaining unit group and approved by each non-bargaining unit group. The committee's recommendation(s) to the Board shall be directory only and the Board may choose not to implement those recommendations.

### **ARTICLE 33 - HEALTH & SAFETY**

- A. The Employer shall provide a safe and healthful work environment for all members of the bargaining unit at each Board owned work site and facility in or around which members have been assigned responsibilities.
- B. The employer shall make every effort to employ outside contractors, as opposed to bargaining unit employees, who are specifically tasked with cleaning up hazardous dwellings to perform the work.
- C. The Board shall provide employees personal protective equipment if their work involves unsafe, unsanitary, or hazardous conditions.

### **ARTICLE 34 - PHYSICAL EXAMINATIONS**

The Employer may require employees to have a physical examination, conducted by a physician appointed by the Employer, to determine the employee's capability of performing the duties of his/her position. If the Employer requires such an examination it will pay for it. If the employee wishes to have a second opinion the Employer and employee shall mutually agree to a second physician to provide an examination. The parties will split the cost of the second examination with each party paying one-half of the cost.

### **ARTICLE 35 - NO STRIKE/NO LOCKOUT**

- A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of the Board's operations.
- B. The DD Board will not lock out employees during the term of this Agreement.

### **ARTICLE 36 - LABOR/MANAGEMENT COMMITTEE**

- A. Labor-Management Committee was established and will convene for the purposes of discussing and addressing issues or concerns related to working conditions, health and safety

and any other work-related topic not specifically addressed in this Agreement.

- B. The Committee will consist of two (2) representatives of the Employer and two (2) representatives of the Union. Meetings will be held every two months, beginning in the month of September each year, on dates and times mutually agreed upon by the parties. Additional meetings may be scheduled upon mutual agreement between the parties. The Labor-Management Committee shall not be used for the purposes of adjustment of grievances or negotiations.
- C. Agendas will be exchanged by the parties five (5) working days prior to each meeting.

### **ARTICLE 37 – FAIR SHARE FEE**

### **ARTICLE 38 - SUBCONTRACTING**

- A. The Employer may determine it is necessary to subcontract with the independent vendor(s) in order to maintain the flexibility to provide continuous services to meet the needs of consumers and address the mandates required by state and federal statutes; while operating as effectively and efficiently as possible, given the availability of funds and the needs of the workforce.
- B. If the employer determines it is necessary to subcontract with an outside vendor, the employees working under the related job classification shall be provided with an opportunity to offer input.
- C. It is understood that the Employer has the right to determine whether to subcontract with an independent contractor, except when doing so would lead to a reduction in the hours and/or wages of a particular bargaining unit classification or be used to permanently avoid employing a sufficient number of employees to handle increases in the number of consumers.
- D. Subcontracting occurs when the Employer contracts for services with independent vendor(s), to perform some or all of the core duties related to a PGO classification.

### **ARTICLE 39 - EMPLOYEE EVALUATIONS**

- A. Each probationary employee shall receive a midpoint evaluation after completing ninety (90) days of actual work, at which point the individual shall be advised of any areas needing improvement in order to achieve permanent status.
- B. The work performance of permanent employees will be evaluated by the immediate supervisor on an annual basis, unless circumstances suggest the need for more frequent performance

- reviews.
- C. Upon completion of the employee's evaluation conference with his/her immediate supervisor, the employee shall sign the evaluation to acknowledge receipt. The employee's signature does not indicate that the employee is in agreement with the contents of the evaluation, but only that the employee has received the evaluation.
  - D. Should the employee wish to submit a written reply or rebuttal to the evaluation, he/she must do so within five (5) working days of receipt of the evaluation and present the reply to the evaluator. The evaluator shall sign the reply/rebuttal to acknowledge receipt. The reply/rebuttal shall be attached to the evaluation, accompany it through all Employer channels, and become part of the employee's permanent personnel record.
  - E. The evaluation process shall assess the employee's current job assignments, identify performance areas requiring improvement, establish performance objectives for the next evaluation period, and develop a plan for improvement of the employee's performance.
  - F. The legitimate use of approved leaves of absences shall not be used to lower the rating of any employee on a performance evaluation.

#### **ARTICLE 40 - CASELOAD**

- A. The maximum average number of cases assigned to Service and Supports Specialists shall be 31.5 cases.
- B. The Employer agrees to distribute cases among available Service and Supports Specialists in such manner as to provide an equal workload as possible.
- C. An ongoing committee consisting of labor and management will be established to ensure that the monitoring function is being completed as efficiently and effectively as possible.
- D. If the maximum average number of cases reaches 30 or if the Board finds it necessary to make major changes to the duties currently performed and assigned (ie. State imposed changes through statutes or rules), to bargaining unit members, such changes will be discussed, as well as their impact, in a Labor Management meeting prior to the implementation of any changes. If the State of Ohio imposes changes under emergency procedures, the Board will cause a Labor Management meeting to be convened prior to implementation if possible or as soon as possible after the emergency implementation date.
- E. Productivity is activities defined by state as allowable activities (Appendix D). Case noting is a high priority, due the 15<sup>th</sup> of the following month, unless mitigating circumstances exist as determined by the supervisor. Recognition will be created for those who enter case notes in a timely manner and reach goals. A system will be maintained to analyze and document non-allowable activities. A bargaining unit employee is responsible for incorporating into his/her weekly routine time for case notes. The bargaining unit members' targeted

percentage of time documented is 60% of their weekly routine. If at any time during this agreement the ACBDD adjusts productivity determination methods or standards, the parties agree to convene the Labor-Management Committee to consider the modification of the standard and to facilitate the implementation of changes.

## **ARTICLE 41 - CONTRACT ADMINISTRATION**

### **A. Savings Clause**

This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies the subject of which is not in conflict with any provision of this Agreement. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

### **B. Waiver of Negotiations**

During the negotiations leading to the execution of the Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and the Union expressly waives the right to submit any additional items for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any employee may charge the Employer with violating in raising a grievance.

### **C. Amendments to Agreement**

This Article shall not bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

### **D. Severability**

In the event any of the provisions of this Agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

### **E. Agreement Supersedes ORC**

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the ORC in all provisions addressed by this Agreement, even where the ORC is not

specifically referenced.

#### F. No Discrimination

Discrimination is prohibited. No employee shall be favored or discriminated against based on age, race, sex, religion, sexual orientation, national origin, or disability protected under federal law.

**G. Agreement Supersedes Civil Service**

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Civil Service laws and rules in all provisions addressed by this Agreement, even where civil service laws and rules are not specifically referenced. It is understood that the State Personnel Board of Review and DAS shall have no authority or jurisdiction as it relates to articles of this Agreement. The parties hereby agree that, for purposes of this Agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of payroll, personnel actions, or any other type of documentation regarding bargaining unit employees to the Ohio Department of Administrative Services shall apply to the bargaining unit employees.

#### H. Agreement Supersedes Board Policies

The parties intend for this Agreement to supersede Board policies in conflict with any specific provision of this Agreement.

## **ARTICLE 42 - JOB AUDITS**

- A. The classifications of positions by the Employer, the duties assigned to those positions, and the methodology used for classification is vested with the Employer. Each employee shall be provided with a current copy of his/her position description.
  - B. When a new bargaining unit classification is established or an existing one substantially changed, the Employer shall submit a copy of the description to the Union. Upon request by the Union, the Union and the Employer shall meet to negotiate a rate of pay for the position. If the parties are unable to reach agreement, either party may request the assistance of state or federal mediation services. Factors to be considered in establishing the pay rate are skills, knowledge, and abilities required for the job, problem solving, education and experience, accountability, and working conditions relative to other jobs in the applicable bargaining unit.

## **ARTICLE 43 - MILEAGE**

- A. For travel between the following points, the following standard mileages will be paid in lieu of actual miles:

## Between the Lavelle Road and Atco.

3.1 miles;

Between Beacon and Atco	3.6 miles;
Between the Lavelle Road and Beacon	1.7 miles;
Between the Lavelle Road and Personnel Plus	3.3 miles;
Beween Beacon and Personnel Plus	4.6 miles;
Between Atco and Personnel Plus	5.3 miles;
Between Lavelle Road and Passion Works	2.5 miles;
Between Beacon and Passion Works	3.4 miles;
Between Atco and Passion Works	.5 miles; and
Between Personnel Plus and Passion Works	5.8 mile

- B. Employees shall be reimbursed at the Internal Revenue Service approved rate per mile for actual miles except for trips listed in A of Article 43, while on official county business, when using their personal vehicle. Employees are expected to use the shortest route available when traveling on county business.

Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile. Employees must request and receive prior authority for travel for extended trips (i.e. outside Athens County). County vehicles must be utilized when transporting any individuals eligible for ACBDD services unless approved by a supervisor in advance.

#### **ARTICLE 44 – REMOTE WORK**

- A. Remote Work is defined as working from home or another work location. Bargaining unit members are not required to work remotely. Bargaining unit members have the opportunity to elect or refuse to work remotely.
- B. Compensation and Work Hours: the bargaining unit member's compensation, benefits, work status, and work responsibilities will not change due to participating in the Remote Working options. The amount of time the employee is expected to work per day or week will not change as a result of participating in the Remote Working options.
1. Annually, members who have successfully completed probation will have the opportunity to declare one day of the week (8 hours) for Remote Working in seniority order. No more than 4 members can select the same day of the week as their scheduled day. Additionally, members who have successfully completed probation will have the opportunity to work remotely an additional 16 hours per month with supervisory approval.
  2. The bargaining unit members Remote Work hours will conform to a schedule agreed upon by the bargaining unit member and his/her supervisor. Hours worked should be within the core hours of 6a-6p unless otherwise agreed based on client/family need.
  3. If such a schedule has not been agreed upon, the employee's work hours will be assumed to be the same as a typical workday.
  4. Remote work is not to be used in lieu of child or other family member care or sick leave.

5. The additional 16 hours Remote Work days may not be adjacent to a personal, sick, vacation, or holiday.
  6. Employees with active discipline beyond a verbal warning will not be eligible for Remote Work until their discipline has expired.
- C. All interactions with individuals on their case load will be conducted at a location preferred by the individual i.e. the individual's home, community location or board location. Remote Work participants must be available for staff meetings, team meetings, trainings, or other activities deemed necessary by management.
  1. Remote Work participants are expected to submit a work plan to the supervisor in advance.
  2. Remote Work participants must be available by phone and are required to check and respond to email and voicemail throughout the day.
- D. In order to work remotely more than one day per week , bargaining unit members must follow the guidelines listed below:
  1. The bargaining unit member must maintain an average productivity level at or above 60% (or as amended as per Article 40.E) each month the member works from home.
  2. Productivity is measured using billable and non-billable hours as set forth in Appendix B of this contract.
  3. The productivity report will measure minute per day activity to accurately reflect the bargaining unit member's productivity for the month.
  4. Management may monitor the effectiveness of Remote Work by reviewing bargaining unit members' time cards, case notes in Gatekeeper and productivity percentages. The bargaining unit member shall agree to participate in all studies, inquiries, reports and analyses relating to teleworking. The bargaining unit member remains obligated to comply with all Board rules, practices and instructions.
- E. Travel from the bargaining unit member's home to work is not travel time, nor is mileage between home and office an expense reimbursed by the Board. However, should the bargaining unit member travel from their home to a meeting or client home visit, the travel is considered work time and the mileage is reimbursed by the Board. For purposes of reimbursement, mileage will be measured from the office or home to the meeting or client home visit, whichever location is closest to the destination.
- F. Bargaining unit members working from home will be provided with access to the following equipment:
  1. The Board will provide a laptop computer including software, email, and connectivity to host application and other applicable equipments as deemed necessary.

2. The use of equipment, software and supplies when provided by the Board for use at the remote location is limited to authorized persons and for purposes relating to Board business.
  3. The Board will provide for repairs to Board equipment due to normal wear and tear.
  4. The bargaining unit member must have internet access at a speed (not dial-up) which will allow adequate access to Board and other host applications necessary to do bargaining unit member's work. The cost of internet access will not be reimbursed by the board.
  5. Any Board materials taken to the remote work location should be kept in a designated work area not accessible by others.
- G. If the bargaining unit member needs to conduct personal business while working remotely, the bargaining unit member will either flex that time, or use leave time to cover the time taken to conduct personal business.
- H. Other legal considerations:
1. Worker's Compensation: During work hours and while performing work function in the designated remote location, remote workers are covered by worker's compensation.
  2. Income tax: it will be the employee's responsibility to determine any income tax implications of maintaining a home office area or other remote location office area. The Board will not provide tax guidance nor will the Board assume any tax liabilities. Bargaining unit member are encouraged to consult with a qualified tax professional to discuss income tax implications of remote work.

#### **ARTICLE 45 - DURATION**

This Agreement shall be in effect from September 8, 2018 to September 7, 2021.

## **SIGNATURE PAGE**

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement in Athens, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

FOR THE PROFESSIONAL  
GUILD OF OHIO:

PRESIDENT

DATE

DESIGNATED REPRESENTATIVE

DATE

FOR THE ATHENS COUNTY  
COMMISSIONERS:

COMMISSIONER

COMMISSIONER

COMMISSIONER

APPROVED AS TO FORM:

Athens County Prosecutor

FOR THE ATHENS COUNTY BOARD  
OF DEVELOPMENTAL DISABILITIES:

PRESIDENT

DATE

BUSINESS MANAGER

DATE

SUPERINTENDENT

DATE

DATE

DATE

DATE

Date: \_\_\_\_\_

## Appendix A

Effective September 8, 2018

	<b>BA</b>	<b>BA+23</b>	<b>MA</b>	<b>Nurse AS</b>	<b>Nurse BA</b>	<b>LPN</b>
NH	19.5861	20.7384	21.7031	19.5861	21.7031	16.1936
0	20.0884	21.2701	22.2597	20.0884	22.2597	16.6088
1	20.5905	21.8019	22.8162	20.5905	22.8162	17.0240
2	21.1054	22.3469	23.3866	21.1054	23.3866	17.4497
3	21.6329	22.9056	23.9712	21.6329	23.9712	17.8858
4	22.1737	23.4782	24.5705	22.1737	24.5705	18.3330
5	22.7282	24.0651	25.1847	22.7282	25.1847	18.7914
6	23.2963	24.6668	25.8144	23.2963	25.8144	19.2611
7	23.8787	25.2835	26.4598	23.8787	26.4598	19.7426
8	24.4756	25.9156	27.1212	24.4756	27.1212	20.2362
9	25.0875	26.5635	27.7993	25.0875	27.7993	20.7420
10	25.7148	27.2276	28.4943	25.7148	28.4943	21.2607
11	26.3576	27.9082	29.2066	26.3576	29.2066	21.7921
12	27.0166	28.6059	29.9367	27.0166	29.9367	22.3370
13	27.6920	29.3211	30.6852	27.6920	30.6852	22.8954
14	28.3843	30.0541	31.4523	28.3843	31.4523	23.4678
15	29.0939	30.8054	32.2386	29.0939	32.2386	24.0545
16	29.8213	31.5756	33.0446	29.8213	33.0446	24.6559
17	30.5668	32.3651	33.8707	30.5668	33.8707	25.2723
18	31.3311	33.1741	34.7175	31.3311	34.7175	25.9041

**Appendix B (NOTE: THIS IS TO BE REPLACED BY LANGUAGE PREVIOUSLY AGREED UPON IN A LABOR/MANAGEMENT AGREEMENT)**

**TCM Billing Activities**

Activities that are built into the TCM Rate and are not activities that count toward productivity activity or percentage:

- Attending staff meetings,
- Attending County collaborative meetings,
- Participating in supervisory meetings such as scheduling duties or evaluations,
- Attending training (of any type),
- Participating in system wide reviews such as accreditation or waiver reviews,
- Participating in system wide quality assurance reviews,
- Participating in provider recruitment,
- Participating in inter agency relations,
- Work breaks,
- Reading rules, Information Notices, etc.,
- Participating in peer consultation non consumer specific,
- Performing a non billable TCM clerical function,
- Preparing forms (of any type),
- Solving computer/technology difficulties,
- Printing and signing TCM documents,
- Training new SSA staff,
- Participating in UI/MUI systems reviews,
- Providing information on referral calls,
- Reading and answering e-mail or taking messages,
- Inputting contact log,
- Preparing mileage documentation,
- Attending an Advisory Council Meeting, and
- Preparing Community Contracts.

**Allowable Activities that count towards productivity percentages**

**Billable:** includes any of the following activities, but is not limited to just these activities, that were completed for a Medicaid Eligible individual.

**Non-Billable:** includes any of the following activities, but is not limited to just these activities, that were completed for an individual who is not eligible for Medicaid.

- **Assessments:**
  - Making arrangements to obtain assessments of a Medicaid eligible individual's need for any medical, educational, social, or other services,
  - HCBS waiver eligibility assessments,
  - Recommending an individual's initial and on-going need for services for HCBS waiver services administered by DODD.
  - All related phone calls

- All related travel
  - Time doing case notes
  - Reviewing assessments
  - Any correspondence and documentation
  - Consultation (other SSAs, Supervisor, Director, other agency/providers' staff)
  - Home visits
  - Interviews with consumers
  - Interviews with parents, guardians, circle of support members, personal advocate
  - Arranging components of an assessment
  - Observations
  - Preparation/research (internet search)
  - Problem solving/mediation
  - Benefits analysis
  - Completing initial waiver/supported living application packets, making copies
  - Requesting copies of assessments
  - Sitting in on assessments
  - Completing/revising ODDP/AAI
  - Exploring possible funding sources
  - Reviewing suitability of residential/work setting
  - Contacting/arranging for O.T., P.T., Speech
  - Referral to BVR
- **Care planning:**
  - All related phone calls
  - All related travel
  - Any correspondence and documentation
  - Consultation (other SSAs, Supervisor, Director, other agency/providers' staff)
  - Home visits
  - Interviews with consumers
  - Interviews with parents, guardians, circle of support members, personal advocate
  - Observations
  - Preparation/research (previous plan review, file review, internet search)
  - Problem solving/mediation
  - Completing/submitting Change Forms
  - Emergency Authorization for waiver services (verbal okay, plan revision)
  - Entire Life Plan process/Person Centered Plan document (preparation, travel, meeting attendance, entering information into software)
  - Interactions with Behavior Specialists, Nurses, Therapists, Providers, Family and Children First Council
  - Special team meeting coordination, facilitation, attendance
  - All plan revisions
  - Cost calculations for waiver plan (assignment of Patient Liability, assignment of dollars for self-directed services, etc.)
- **Referral and linkage:**
  - All related phone calls
  - All related travel
  - Any correspondence and documentation

- Consultation (other SSAs, Supervisor, Director, other agency/providers' staff)
- Home visits
- Interviews with consumers
- Interviews with parents, guardians, circle of support members, personal advocate
- Observations
- Preparation/research (previous plan review, file review, internet search)
- Problem solving/mediation
- Application/coordination for benefits/community services/area agencies (HUD, Medicaid, etc.)
- Assignment of Patient Liability
- Assistance with gathering information for Medicaid eligibility (**not intake**)
- Housing/job search
- IEP attendance (per family request) SSA attended IEP to ensure linkage of services between school and board
- Review of OHC waiver appropriateness and relation to DD services
- Activities that help link individuals with medical, social, educational providers and/or programs and services

- **Monitoring and follow-up:**

- All related phone calls
- All related travel
- Any correspondence and documentation
- Consultation (other SSAs, Supervisor, Director, other agency/providers' staff)
- Ensure the ISP is effectively implemented and adequately meets the needs of the individual
- Home visits
- Interviews with consumers
- Interviews with parents, guardians, circle of support members, personal advocate
- Observations
- Preparation/research (previous plan review, file review, internet search)
- Problem solving/mediation
- Reviewing MUIs (individual reports for patterns or trends)
- Reviewing UIRs (individual reports for patterns or trends)
- Activities related to payeeship
- Contacts with law enforcement
- Court appearances
- Going to hospital as a result of an emergency pager call
- Child and Family First/TBI Support Groups/Interagency Committees efforts
- Medical issues, discharge order, recommendations
- Preview provider service documentation
- Review Behavior Support data
- Review right to: Due Process, Administrative Resolution of Complaints, Medicaid State Hearings
- Reviews of Individual QA reports

- Incorporating Results of a QA review into the ISP
  - MUI Prevention Plan development and follow up
  - ICAT/CFIT, Cluster, JAR meetings
  - Follow up of Due Process
  - Working with MUI for follow up
  - Medical issues/recommendations
  - Review Behavior Support Plan data
- **Emergency Intervention:**
  - Linkage and referral with service providers
  - Activities related to working with the individual and others to identify a course of action to respond to the emergency
  - Going to hospital as a result of an emergency call to assess needs and coordinate services
  - All related phone calls
  - All related travel
  - All related correspondence and documentation
  - Consultation (other SSAs, Supervisor, Director, other agency/providers' staff)
  - Notification to service provider to assure follow up
  - Notifying the investigative agent, if appropriate
- **State hearings:**
  - Preparation for due process/state hearing/administrative resolution of complaints
  - Provide individual with written notice of an explanation of the right to a state hearing
  - Activities performed to assist an individual in preparing for a state hearing
  - All related phone calls
  - All related travel
  - All related correspondence and documentation
  - Consultation (other SSAs, Supervisor, Director, other agency/providers' staff)
  - Preparation/research (previous plan review, file review, internet search)

### **Unallowable Activities/Exclusions from Billing**

- Activities performed on behalf of an **individual residing in an institution**, i.e. ICFMR, Developmental Center, nursing homes,
- Emergency intervention services as described in paragraph (Q) if OAC 5123:2-1-11, this does not preclude the billable activities listed above;
- **Conducting investigation** of abuse, neglect, unusual incidents, or major unusual incidents, this is different than gathering additional information;
- Providing **direct services** (medical, educational, vocational, transportation, or social services) to which the Medicaid eligible individual has been referred.
- Services to individuals who are not eligible for County Board services;
- **Conducting systems quality assurance reviews**;
- Conducting QA reviews for an individual for whom the SSA serves as the single

- ~~point of accountability,~~
- ~~Establishing budgets for services outside the scope of individual assessment and care planning,~~
  - ~~Activities related to the development or monitoring of an IEP,~~
  - ~~Services provided to groups of people,~~
  - ~~Habilitation management as defined in rule 5123:2-1-11 of OAC,~~
  - ~~Eligibility determination for County Board services~~
  - ~~Helping families with death benefits or funeral arrangements~~
  - ~~Activities related to representing the agency's decision which the individual is appealing~~

TEA/TATIVE

**Appendix C**  
**(Grievance Form – next page)**

**PROFESSIONALS GUILD OF OHIO  
GRIEVANCE FORM**

Date:

Grievant's Name

Grievant's Name
Work Area:
Classification:
Article & Sections Violated:

Did this grievance arise from a continuing condition?

Yes    No

If "No", on what date(s) and time(s) did the incident(s) in the grievance occur?

If "No", on what date(s) and time(s) did the incident(s) in the grievance occur?
--

Where did the incident(s) occur?

Where did the incident(s) occur?
----------------------------------

Brief Statement of Grievance:

Brief Statement of Grievance:
-------------------------------

Remedy Requested:

Remedy Requested:
-------------------

PGO Representative who will represent me in this matter:

PGO Representative who will represent me in this matter:
--

Signed: \_\_\_\_\_  
(Employee)

Signed: \_\_\_\_\_  
(PGO Representative)

**On what date was this grievance discussed informally with the immediate supervisor?** \_\_\_\_\_

## **Appendix D**

**Evaluation Form (next page)**

ATHENS COUNTY BOARD OF MR/DD  
PERFORMANCE REVIEW SYSTEM

		Review Deadline
		Rating Period
Name (Last)	(First)	(M.I.)
SS#		
Position Title	Agency	Location
<input type="checkbox"/> Mid Probation	<input type="checkbox"/> Final Probation	<input type="checkbox"/> Annual <input type="checkbox"/> Special
I have prepared this performance review. Rater Comments:		I have read the above: <input type="checkbox"/> I have <input type="checkbox"/> I have not responded on an attached sheet of paper. My signature may not indicate agreement with the above. I understand that performance reviews are appealable and failure to sign this form waives my right to appeal
Rater Signature	Date	
Reviewer Comments:		
Reviewer Signature	Date	Employee Signature
Appointing Authority Signature	Date	Date

TIMELINESS

Performance of probationary employees will be reviewed twice - midpoint and end of the probation period. Thereafter, reviews will be conducted annually and MUST be completed and signed by all parties by the review deadline. Special reviews may be conducted at any time.

PURPOSE

Performance Review is utilized to:

- Work toward attainment of goals and objectives;
- Inform the employees of strengths, weaknesses and progress;
- Improve performance and productivity;
- Strengthen work relationships and improve communication;
- Develop employee skills;
- Recognize accomplishments and good work

RATING LEVELS

- A. **Far Exceeds** - far exceeds performance expectations by consistently demonstrating excellent performance
- B. **Exceeds** - frequently exceeds performance expectations. High level of performance.
- C. **Meets** - meets all performance expectations for the job. At times exceeds performance expectations.
- D. **Partially Meets** - meets performance expectations on an inconsistent basis.
- E. **Does Not Meet** - consistently fails to meet performance expectations.

PROFESSIONAL Dimensions	Far Exceeds	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Comments
<b>JOB KNOWLEDGE</b> <ul style="list-style-type: none"> <li>♦ Remains up-to-date on current trends in the profession</li> <li>♦ Knows theoretical, practical and routine aspects of present job</li> <li>♦ Stays familiar with functions of the Department/Agency.</li> <li>♦ Understands relevant policies, procedures and regulations</li> <li>♦ Applies knowledge effectively to job duties</li> <li>♦ Brings innovative ideas to the attention of others</li> </ul>	<input type="checkbox"/>						
<b>COMMUNICATION</b> <ul style="list-style-type: none"> <li>♦ Employs effective communication skills when listening, speaking and writing</li> <li>♦ Demonstrates tact and diplomacy</li> <li>♦ Demonstrates ability to explain concepts/ideas to listener</li> </ul>	<input type="checkbox"/>						
<b>COOPERATION</b> <ul style="list-style-type: none"> <li>♦ Works with others to solve problems</li> <li>♦ Seeks and accepts input</li> <li>♦ Provides objective feedback</li> </ul>	<input type="checkbox"/>						
<b>PLANNING, SCHEDULING AND PRIORITIZING</b> <ul style="list-style-type: none"> <li>♦ Organizes and plans personal work assignments</li> <li>♦ Performs job tasks efficiently and in a timely manner</li> <li>♦ Manages work</li> <li>♦ Develops long-range plans for work</li> <li>♦ Completes work in efficient manner</li> <li>♦ Prioritizes, coordinates and monitors tasks to ensure work completion</li> <li>♦ Minimizes time lost in non productive activity</li> <li>♦ Generates amount of work expected</li> <li>♦ Accomplishes work on schedule</li> </ul>	<input type="checkbox"/>						
<b>PROBLEM SOLVING/DECISION MAKING</b> <ul style="list-style-type: none"> <li>♦ Identifies issues and problems</li> <li>♦ Collects relevant information</li> <li>♦ Determines alternative courses of action</li> <li>♦ Arrives at sound practical conclusions</li> <li>♦ Suggests and implements solutions on a timely basis</li> <li>♦ Monitors effectiveness of solutions and suggests changes as needed</li> </ul>	<input type="checkbox"/>						
<b>TASK MANAGEMENT</b> <ul style="list-style-type: none"> <li>♦ Manages tasks; upholds policies, safety procedures and work rules</li> <li>♦ Evaluates needs objectively on a regular basis</li> <li>♦ Sets goals and works towards completion.</li> </ul>	<input type="checkbox"/>						
<b>AGENCY MISSION COMPLIANCE</b> <ul style="list-style-type: none"> <li>♦ Understands the mission, goals and objectives of the agency and/or division</li> <li>♦ Reinforces, supports and pursues the attainment of agency goals and objectives</li> <li>♦ Provides a positive influence in pursuit of program objectives</li> </ul>	<input type="checkbox"/>						

Job Dimension Rating: \_\_\_\_\_

Your overall rating is: \_\_\_\_\_

Professional

PERFORMANCE GROWTH ACTION PLAN (Circle One)

JOB KNOWLEDGE
COMMUNICATION
COOPERATION
PLANNING, SCHEDULING AND PRIORITIZING
PROBLEM SOLVING/DECISION MAKING
TASK MANAGEMENT
AGENCY MISSION COMPLIANCE