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*Revised
7/12/21*



AGREEMENT BETWEEN

**PORTAGE COUNTY
JOB AND FAMILY SERVICES**

and

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 1696**

and

OHIO COUNCIL 8, AFL-CIO

Effective: January 1, 2022

Expires: December 31, 2024

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AGREEMENT

This Agreement is made and entered into by Portage County Job and Family Services through the appointing authorities of the Portage County Director of Job and Family Services and the Board of Portage County Commissioners, hereinafter referred to as the "Agency," "Appointing Authority" or as the "Employer," and Local 1696, AFSCME, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, (AFL-CIO), hereinafter referred to as the "Union."

ARTICLE 1 **PURPOSE**

.01 This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union to provide for the peaceful and equitable adjustment of grievances and differences, to insure the right of every employee to fair and impartial treatment, and to negotiate rates of pay, benefits, hours of work, and conditions of employment. This Agreement pertains to employees under the Bargaining Unit defined hereunder.

ARTICLE 2 **UNION RECOGNITION**

.01 The Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining for all employees of the Employer including: Account Clerk 1, 2 and 3, Clerical Specialist 3 and 4, Income Maintenance Aide 2, Income Maintenance Worker 3, Investigator 2, Social Service Worker 2 and 3, Social Service Worker 3 – Group Home, Social Service Worker 3 – Group Home (Part-time), Vehicle Operator 1, Training Officer 1, Child Support Case Manager, Custodial Worker, Lead Custodial Worker, PCSA Aide and Fiscal/Eligibility Specialist.

.02 Excluded: All managerial employees, confidential professional employees, casual and seasonal employees, and supervisors as defined in the act, and employees in the following classifications, County Job and Family Administrator, Fiscal Officer 2, Assistant County and Family Administrator-Fiscal, Assistant County Job and Family Administrator - Administration, Contract Administrator, MIS Coordinator, Communications Officer, Facilities Supervisor, Fiscal Supervisor, Child support Supervisor, Customer Service Supervisor, Training Officer 2, Administrative Assistant 3, Income Maintenance Supervisor 1 and 2, Investigator 4, Social Service Supervisor land 2, Stenographer 2 (confidential), Secretaries to Income Maintenance and Social Services Chiefs (confidential), Security Officer 2, Employment Services Supervisor 3 and Office Manager 1.

.03 Should the Employer establish new classifications within the Agency, the Employer shall notify the Union in writing within five (5) work days. In the event the Union wishes to discuss inclusion of these classifications within the bargaining unit, it shall so notify the employer in writing within ten (10) calendar days of receipt of the Employer's notifications. If the parties fail to reach agreement within thirty (30) days of the notice by the Union to discuss the matter, the disputed areas may be submitted to arbitration in accordance with the Arbitration Procedure of this Agreement.

ARTICLE 3 **PROBATIONARY EMPLOYEES**

.01 Newly hired employees shall be required to serve a probationary period of nine (9) months. Newly hired employees in the classifications of Social Service Worker 3 shall be required to serve a probationary period of one (1) year. At the Employer's discretion, the probationary periods may be

extended 30 calendar days. Both employee and employer may further extend probationary period by mutual agreement. During the term of the probationary period, an employee may grieve non-disciplinary matters. An employee on probation shall not accumulate seniority, however, upon the successful completion of the probationary period the employee's seniority date shall be the date of hire.

ARTICLE 4 **UNION SECURITY**

Section 4.1 – Union Dues

The Employer agrees to payroll deductions of Union dues, fees or assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 4.2 – Union/Employer Responsibilities

The Employer agrees to deduct regular payroll deductions of dues, fees or assessments, once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit eligible for said deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct Union dues, fees or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3 – Termination

The Employer shall be relieved from making such individual deductions of dues, fees or assessments upon an employee's:

- A.** termination of employment;
- B.** transfer to a job other than one covered by the bargaining unit;
- C.** layoff from work;
- D.** an unpaid leave of absence.

Section 4.4 – Insufficient Wages

The Employer shall not be obligated to make deductions of dues, fees or assessments from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, fees or assessments. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union to the Employer. The Employer is not required to make any partial dues deductions, fees or assessments.

Section 4.5 – Corrections

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, fees or assessments. Corrections shall be made as soon as possible after notification in writing by the Union. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 4.6 – Rates

The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in dues deductions, fees or assessments.

Section 4.7 – Hold Harmless Agreement

The Union warrants and guarantees the Employer that no provision of this Article violates the Constitution or laws of the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by an employee arising from the deductions, fees or assessments 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.

Section 4.8 – Revocation

"Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request".

Section 4.9 – Fair Share and Service Fees

The Employer and the Union agree that if a Service Fee or Fair Share Fee becomes permissible, the parties will meet and negotiate over fair share and appropriate language relevant to the change.

Section 4.10 – Direct Deposit and Dues Deductions

All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of the Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account.

Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme8.org, subject line: Local 1696. Pay date ____/____.

- A. DUES LIST:** In alphabetical order by last name, the name and social security number and department/work unit of each employee for whom a union dues deduction was made, the amount of the deduction for each employee and the total amount of dues deducted for all employees for the pay period of the report.
- B. BARGAINING UNIT NON-MEMBERS LIST:** In alphabetical order by last name, the name and social security number and department/work unit of each employee.
- C.** The total remittance amount shall also be included.

Section 4.11 – Dues List Distribution

A copy of the aforementioned list of employees shall also be forwarded to the Treasurer of Local 1696 and Ohio Council 8, Akron Regional Office, 1145 Massillon Road, Akron, Ohio 44306, during the same period.

Section 4.12 – Legalities

Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision alone shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful alternative provisions.

Section 4.13 – New Bargaining Unit Hire Information Distribution

The Employer shall provide to AFSCME Ohio Council 8, Akron Region, via electronic transmission, or by mail to 1145 Massillon Road, Akron, Ohio 44306, a list of all hires in the bargaining unit and their address no later than the last workday of each month.

ARTICLE 5 MANAGEMENT RIGHTS

.01 Except as limited by this Agreement, nothing herein shall be construed to restrict any Constitutional, Statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the agency and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogative of management, and more particularly, including but not limited to, the following:

- A.** To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees.
- B.** To manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed.
- C.** To determine the Agency's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.
- D.** To determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work or lack of funds.
- E.** To promulgate and enforce reasonable work rules, policies and procedures.
- F.** To determine hours of work, work schedules and to establish the necessary work rules for all employees.
- G.** To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- H.** To determine the necessity to schedule overtime and the amount required thereof.
- I.** To determine the Agency's budget and uses thereof; and,
- J.** To maintain the security of records and other pertinent information.

ARTICLE 6

UNION REPRESENTATION

.01 The officers and stewards of the Union employed at Portage County Job and Family Services and the Staff Representative(s), are the authorized representatives of the Union. The stewards may have an alternate steward, to act as steward, in the absence of the regular steward.

.02 The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facility during the Employer's normal office business hours Monday through Friday. Additional Union Staff Representatives may be admitted to the facility upon the approval of the Director/Designee of the agency after the Union provides twenty-four (24) hours' notice of the number of such representatives and the purpose of the visit. Upon entering, such staff representatives shall identify themselves to the Employer or his designated representative. Union staff representatives shall be admitted for the purposes established herein this Agreement and shall not interfere with the operations of the Agency or the duties of employees of the Agency.

.03 The Union shall notify the Employer, in writing, of the names of the stewards, officers and staff representatives before they will be recognized by the Employer.

For the purpose of this Article, appropriate Union representative business is defined as:

- A.** Process grievances
- B.** Representation of a member of the bargaining unit at a disciplinary conference; and
- C.** Attendance at meetings between the Union and the Employer where their attendance is requested by either party in accordance with the provisions contained herein this Agreement.

The officers and/or stewards shall be permitted reasonable time off with pay to conduct appropriate Union representative business as defined in the Section.

.04 No Union activities except appropriate Union representative business shall be conducted during work hours. Rules governing the activity of the Union officers, stewards and alternates during work hours are as follows:

- A.** Except as provided in subsection 6 below, the officer, steward, or alternate and the involved employee, must notify his/her immediate supervisor as soon as they become aware of appropriate Union representative business; authorization shall not be unreasonably withheld; Management will provide a twenty-four (24) hour notice prior to holding a meeting, with the exception of deadlines due to Board of Commissioners' meetings or where safety of staff is an issue.
- B.** The officer, steward, or alternate, shall identify the reason for the request at the time Union activity time is requested;
- C.** No more than one (1) steward shall be permitted to represent a bargaining unit member at disciplinary meetings unless authorized by the Union president or their designee.
- D.** The officer, steward, or alternate, shall not conduct Union activities in any work area without notifying the supervisor of the nature of the Union activity;
- E.** Appropriate Union representative business events will not exceed one (1) hour unless requested by the Employer with an allowed fifteen (15) minute follow up time after meetings;

- F. An officer, steward or alternate may make or take a telephone call, or read or respond to an e-mail or text message during work hours when necessary, and only for the purpose of scheduling appropriate Union representative business;
- G. Violation of these rules may be cause for disciplinary action.

.05 Any changes made in the stewards, or officers shall be furnished to the Employer before being recognized by the Employer.

ARTICLE 7

PLEDGE AGAINST DISCRIMINATION AND COERCION

.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, handicap, or politics, marital status, sexual preference or religion.

.02 All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include male and female employees.

ARTICLE 8

NO STRIKE

.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Portage County.

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 9

PROGRESSIVE DISCIPLINARY PROCEDURE

No form of disciplinary action will be taken against any employee except for just cause.

Portage County Job and Family Services (PCJFS) has established certain guidelines on conduct and expected job behavior to protect the interest of all employees and to assure the orderly and efficient operation of our business. It is management's role to communicate policies and procedures, monitor their compliance and administer disciplinary action when necessary. Outlined below are the types of conduct that are unacceptable and the penalties for unacceptable behavior.

- A. The progressive discipline policy is established as a guide for management employees to use in administering discipline when correcting job behavior in a uniform manner. Each offense is to be documented and dealt with objectively. The discipline policy in no way limits the statutory rights enumerated in the Ohio Revised Code.
- B. This policy provides standard penalties for specific offenses; however, the examples of specific offenses given in any grouping are not all-inclusive, and merely serve as a guide. The standard penalties provided in this policy do not prevent the application of a greater or less severe penalty for a given infraction when circumstances warrant. In instances where a penalty deviates from the recommended standard penalty, the reason for deviation should be noted.
- C. Documentation of verbal warning and instruction will be logged by the employee's supervisor. Records of verbal warning and instruction will become inactive after twelve (12) months if there are no subsequent or related violations. If there are subsequent violations, the verbal warning and instruction will remain in effect until twelve (12) months after the most recent incident. Written disciplinary action will remain active in the employee's file and be counted in the progressive scheme of discipline for twelve (12) months. If at the end of a twelve (12) month period, there have been no further instances of the same or a related offense, the action will become inactive. If there are subsequent violations, the written disciplinary action will remain in effect until twelve (12) months after the most recent incident.

Written disciplinary action which results in a suspension of 1 to 10 days will remain active in the employee's file and be counted in the progressive scheme of discipline for eighteen (18) months. If at the end of an eighteen (18) month period, there have been no further instances of the same or a related offense, the action will become inactive. If there are subsequent violations, the written disciplinary action will remain in effect until eighteen (18) months after the most recent incident.

Written disciplinary action resulting in a suspension of more than 10 days will remain active in the employee's file and be counted in the progressive scheme of discipline for twenty-four (24) months. If at the end of a twenty-four (24) month period, there have been no further instances of the same or a related offense, the action will become inactive. If there are subsequent violations, the written disciplinary action will remain in effect until twenty-four (24) months after the most recent incident.

Inactive records will not be considered when processing subsequent disciplinary actions. However, all records and disciplinary proceedings, verbal or written, involving incidents of immoral behavior as defined in ORC 124.34 will remain in effect during the entire period of an employee's employment with the County.

- D. Different offenses within the same group and related offenses within different groups are to be disciplined progressively (that is, each incident is disciplined at the next higher level).
- E. Unrelated offenses in different groups are to be considered individually.

In general Group I Offenses may be defined as those infractions which impose a less serious impact on agency operations and require management intervention. Group II Offenses may be defined as those infractions which have a more serious impact on agency operations and require management intervention. Group III Offenses may be defined as those infractions which have the most serious impact on agency operations and require management intervention.

Group I Offenses:

First (1st) Infraction: Verbal warning with instruction

Second (2nd) Infraction: Written reprimand

Third (3rd) Infraction: One (1) to three (3) day paid working or unpaid suspension

Group I Offenses (continued):

Fourth (4th) Infraction: Five (5) to fifteen (15) day paid working or unpaid suspension

Fifth (5th) Infraction: Discharge

1. Failure to "report off" work for any absence.
2. Failure to commence duties at the beginning of the work period, or leaving work prior to the end of the work period.
3. Leaving the job or work area during the regular working hours without authorization
4. Making preparations to leave work without specific prior authorization before the lunch period, or for any official break time, or before the specified quitting time
5. Neglect or carelessness in signing in or out or punching (clocking) in or out.
6. Unauthorized absence from work.
7. Distracting the attention of others.
8. Malicious mischief, horseplay, wrestling, or other undesirable conduct, including use of profane or abusive language.
9. Breach of confidentiality.
10. Failure to use reasonable care of County property or equipment.
11. Use or possession of another employee's working equipment without authorization.
12. Neglect or carelessness in observance of safety rules, or disregard of safety practices.
13. Failure to observe department policies, procedures and memos.
14. Obligorating the County for any expense, service or performance without authorization.
15. Failure to report accidents, injury or equipment damage.
16. Unsatisfactory work or failure to maintain required standard of performance.
17. Unauthorized use of telephone for other than business purposes.
18. Any of the following offenses occurring while an employee is operating a motor vehicle on County time:
 - A. Speeding;
 - B. All other moving violations;
 - C. Failure to wear a front seat passenger restraint.
19. Employees are expected to report to work at their scheduled start time. Clocks after scheduled start time will result in a tardy. Four (4) tardies in a rolling twelve (12) month period will result in a Group I offense.
20. Use of discourteous, disrespectful or demeaning language and/or treatment toward a colleague, manager, client or the public, or displaying other unprofessional behavior in the workplace.

Group II Offenses:

First (1st) Infraction: Written reprimand and a two (2) or three (3) day paid working or unpaid suspension

Second (2nd) Infraction: Written reprimand and a five (5) to fifteen (15) day paid working or unpaid suspension

Third (3rd) Infraction: Discharge

1. Sleeping during working hours.
2. Reporting for work or working while unfit for duty.
3. Conduct violating morality or common decency.
4. Unauthorized use of County property or equipment.
5. Performing private work on County time.
6. Willful failure to sign in or out or clock in or out when required.
7. Willful failure to make required reports.
8. Solicitation on County premises without authorization.
9. The making or publishing of false, vicious or malicious statements concerning employees, supervisors, the County or its operations.
10. Breach of confidentiality.
11. Unauthorized posting or removal of notices or signs from official bulletin boards.
12. Unauthorized presence on County property.
13. Willful disregard of department rules.
14. Use of abusive or threatening language toward a colleague, manager, client or the public.
15. Any of the following offenses occurring while an employee is operating a motor vehicle on County time:
 - A. Reckless operation;
 - B. Falling asleep while driving;
 - C. Negligence resulting in damage to a county vehicle or a person;
 - D. Failure to comply with Ohio's Financial Responsibility Law;
 - E. Failure to wear a driver restraint.
16. Threatening, intimidating, coercing, or interfering with subordinates or other employees.

Group III Offenses:

First (1st) Infraction: From fifteen (15) days paid working or unpaid suspension to discharge

Second (2nd) Infraction: Discharge

1. Wanton or willful neglect in the performance of assigned duties or in the care, use or custody of any County property or equipment. Abuse, or deliberate destruction in any manner of County property, tools, equipment, or the property of employees.
2. Signing or altering other employees' time cards, tampering with other employee's time cards, or unauthorized altering of own time card.
3. Falsifying testimony when accidents are being investigated; falsifying or assisting in falsifying or destroying any County records.
4. Giving false testimony during a complaint or grievance investigation or hearing.
5. Making false claims or misrepresentation in an attempt to obtain any County benefit.
6. Breach of confidentiality.
7. Stealing or similar misconduct, including destroying, damaging or concealment of any property of the County or of other employees.
8. The use or possession of narcotics or marijuana or the sale of narcotics or marijuana.
9. Being in possession of, or drinking alcoholic beverages on the job.
10. Fighting or attempting to injure other employees, supervisors, or persons.
11. Carrying or possession of firearms, explosives or weapons on County property at any time without prior authorization.
12. Knowingly concealing a communicable disease, which may endanger other employees.
13. Misuse or removal of County records or information without prior authorization
14. Instigating, leading or participating in any walkout, strike, sit-down, stand-in, refusal to return to work at the scheduled time for the scheduled shift, or other concerted curtailment, restriction or interference with work in or about the Agency's work stations.
15. Dishonesty or any dishonest action. Some examples of what is meant by "dishonesty" or "dishonest action" are: theft, pilfering, opening desks assigned to other employees without authorization, making false statements to secure an excused absence or to justify an absence or tardiness; making or causing to be made, inaccurate or false reports concerning any absence from work. The foregoing are examples only and do not limit the terms "dishonesty" or "dishonest action."
16. Insubordination by refusing to perform assigned work or to comply with written or verbal instruction of the supervisors.
17. Any of the following offenses occurring while an employee is operating a motor vehicle on County time:
 - A. Driving while under the influence of alcohol or drugs;
 - B. Failure to use child safety seat as required by Ohio law.
18. Unauthorized political activity.
19. Sexual Harassment – Defined as: Unwelcome or unwanted sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature (see Article 34).
20. Discrimination – Defined as: Unfair or unequal treatment of an individual or a group of individuals including JFS employees, clients and community partners, based on age, disability, ethnicity, gender, marital status, national origin, race, religion and sexual orientation.

ARTICLE 10

GRIEVANCE PROCEDURE

.01 The grievance procedure is a formal mechanism intended to assure that employee grievances are promptly heard, answered, and appropriate action taken to correct a particular situation,

.02 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect change in the Article of this Agreement nor address matters not covered by this Agreement.

.03 A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance.

.04 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step, and such grievance will not be used as a precedent for future similar grievances.

Any grievance not answered by management within the established time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

At any time, the Union may withdraw an active grievance without precedent for future cases.

.05 The written grievance shall be submitted on the grievance form attached as Appendix "C."

.06 The time limitations provided for in this Article may be extended and steps may be waived by mutual agreement between the Employer and the Union. Requests for extension of time will not be unreasonably denied by either party. Working days, as used in this agreement, shall not include Saturdays, Sundays, or holidays, or any other day the agency is closed.

.07 Each grievance shall be processed in the following manner:

STEP 1 – SUPERVISOR: Employee is to submit grievance to Supervisor (except as provided in Section 9 below) within ten (10) working days of the incident, notice of discipline, or pre-disciplinary hearing, whichever occurs last. The Supervisor, upon receipt of a written grievance, shall hold a formal meeting within three (3) working days with the employee filing the grievance. Prior to this meeting taking place, the Supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance. The Supervisor shall provide the employee and the Union steward with a written response to the grievance within three (3) working days of the meeting. If the employee is not satisfied with the written response from the Supervisor, the grievance may, within four (4) working days, be submitted to Step 2 of the procedure by the employee or the union.

STEP 2 – DIVISION MANAGER/ADMINISTRATOR: The Division Manager/Administrator, upon receipt of the post step 1 written grievance, shall hold a formal meeting within three (3) working days with the employee filing the grievance. Prior to this meeting taking place, the Division Manager/Administrator shall make a complete and thorough investigation of all the allegations contained in the grievance. Within three (3) working days of the meeting, the Division Manager/Administrator shall provide the employee and the Union steward with a written response to

the grievance. If the employee is not satisfied with the written response received from the Division Manager/Administrator, the grievance may, within four (4) working days, be submitted to Step 3 of the procedure by the employee or the union.

STEP 3 – DIRECTOR/DESIGNEE: The Director/Designee, upon receipt of a written grievance, shall hold a formal meeting within five (5) working days with the employee filing the grievance. Prior to this meeting taking place, the Director/Designee shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days of the meeting, the Director/Designee shall provide the employee and the Union steward with a written response to the grievance.

STEP 4 – ARBITRATION:

Mediation: Within thirty (30) working days after the Director's/Designee's response, the grievant(s), through the Union, may refer the grievance to an arbitrator by giving written notice to the Director/Designee and to the Federal Mediation and Conciliation Service. The Arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service (FMCS). The Union shall be the first to strike, followed by the Director/Designee and the parties will alternate in this respect until one (1) name remains on the list, said person shall be designated as the arbitrator. All other procedures relative to the hearings shall be according to the rules and regulations of the FMCS. Prior to striking names, either party may request that the list be rejected and submit a request for another list from the FMCS.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.

The decision of the arbitrator shall be final and binding on both the Agency and the Union.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declaration of opinion which are not directly essential in reaching this determination.

The cost of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in what portion the parties shall share the costs. Each party shall be responsible for its own case preparation, presentation and court reporter.

.08 An employee may choose one (1) Union representative to accompany or represent him/her in Step 1 and 2, and two (2) Union representatives at Step 3 of the procedure. One representative at Step 3 may be a staff representative. The Employer may have two (2) representatives at Step 1 and 2, and three (3) representatives at Step 3 of the procedure. Up to two (2) employees Union representatives and employees called as witnesses shall not lose pay as a result of time spent in meetings or Step 4 hearings.

.09 Notwithstanding the above, a grievance(s) may be initiated at Step 3 when it involves the suspension or termination of an employee or a matter of policy set by the Director/Designee.

.10 All grievances, once reduced to writing, shall be date stamped at each step of the grievance procedure and a copy retained by each party.

ARTICLE 11

UNION BULLETIN BOARDS

.01 The Employer agrees to install bulletin boards provided by the Union at the Agency, at the time clock and the break room. The space provided for the bulletin boards shall be approximately 2' x 4'. The Union agrees that these shall be the only areas used by the Union or its members for the posting of notices of Union business.

.02 All notices which appear on the Union's bulletin boards shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A.** Union recreational and social affairs;
- B.** Notice of Union meetings;
- C.** Union appointments;
- D.** Notice of Union elections;
- E.** Results of Union elections;
- F.** Reports of standing committees and independent arms of the Union;
- G.** Legislative reports; and
- H.** Union newsletters.

All other notices of any kind not covered (a) through (h) above must receive prior approval of the Employer, or their designated representative. It is also understood that the Union shall not post material of a scandalous or scurrilous nature reflecting on the Administration.

ARTICLE 12

SENIORITY

.01 Employees shall be entitled to exercise their seniority right in accordance with the specific terms and conditions of this Agreement.

.02 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. An employee on probation shall not accumulate seniority, however, upon the successful completion of the probationary period the employee's seniority date shall be the date of hire.

An approved leave of absence does not constitute a break in continuous service.

.03 Employees lose seniority and employment rights under the following conditions:

- A.** Voluntarily quits;
- B.** Discharge for cause;
- C.** Failure to return from an approved leave of absence;
- D.** Layoff for a period of eighteen (18) consecutive months;
- E.** Failure to return to work upon being recalled from layoff as specified in this Agreement;
- F.** Absence of three (3) consecutive workdays without notifying the Employer of the reason for absence during the three (3) day period, unless the ability to notify the Employer is not within the control of the employee;

- G.** Medical inability to perform job duties due to illness or injury as verified by a physician, and such employee is unable to return to work upon the exhaustion of any and all leaves applicable.

.04 Seniority lists shall be posted each six (6) months in each department, with a copy furnished to the Union. If an employee and/or Union objects to an employee's posted seniority date, the seniority date shall be corrected immediately if the seniority date that appears on the list is incorrect.

.05 The Employer shall furnish the Union on a monthly basis, a notice showing name, job classification, location, and effective date of bargaining unit employees who are promoted, transferred resigned or returned from leave of absence in excess of thirty (30) days.

.06 Employees who transfer to a position not covered by this Agreement maintain but do not continue to accrue seniority under this Agreement.

ARTICLE 13

VACANCY, PROMOTIONS AND TRANSFERS

.01 Nothing in this section shall prevent the employer from transferring employees within a classification at any time deemed appropriate or necessary.

.02 The Employer shall give first consideration to those employees who are in the same classification of the vacant position requesting **interest** to transfer to the vacant position.

.03 Whenever the Employer determines to fill a vacant position in the bargaining unit, a notice of such vacancy shall be provided by e-mail to bargaining unit employees. The Employer will accept applications from bargaining unit members until the close of business on the third business day after the e-mail ("closing date"). Anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the closing date or applicants who do not meet the minimum qualifications for the job.

The "Notice of Vacancy" shall contain the following information:

- A.** Classification and position control number;
- B.** Location of the job;
- C.** Division and the immediate supervisor title;
- D.** Pay range and base salary;
- E.** Qualifications for the job, as established by the County Human Resources Department;
- F.** A brief description of the job duties;
- G.** Effective date of the vacancy and closing date.

.04 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position in accordance with Article 14 pending the Employer's determination to fill the vacancy on a permanent basis.

.05 All timely-filed applications shall be reviewed considering the following criteria: qualifications (as approved by the County Human Resources Department), experience, education, work records, and disciplinary record:

- **Disciplinary Record:** Employee with no more than one active Group I Offense will be considered for an interview. Employees with disciplinary actions higher or equal to a written

Group I Offense, all Group II and Group III Offenses will not be considered. Special circumstances are grievable and will be heard as soon as possible by the JFS Director.

- **Performance Improvement Plan (PIP):** Employees with active Performance Improvement Plans (PIP) are eligible to apply for promotions, demotions or lateral transfers. PIPs will be reviewed and discussed during interviews and the employee's progress during the PIP period will be discussed at the administrative level.
- **Probationary Applications:** Any employee who meets the criteria stated in Article 13.05 of the CBA can bid on a new position during their probationary period.

.06 Employees who meet the criteria in .05 are required to job shadow the position for which they applied. Job shadowing will include a variety of job responsibilities in the position. Employees applying for a Social Service Worker 3 position are required to shadow eight (8) consecutive hours prior to interview. For positions other than a Social Service Worker 3, segments of job shadowing shall total eight (8) hours prior to interview. Employees who are requesting an interview will not be permitted to complete job shadowing more than once per twelve (12) month period per job classification per division. Employees are not permitted to withdraw from the job shadowing process once the shadowing has begun.

.07 Once the selection has been made the Employer will notify all applicants of the selection.

.08 The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than they previously held. Employees who are promoted shall be paid their years of service for the new job classification. Employees who are demoted shall be paid in their years of service for that job classification.

.09 The position shall be awarded to the individual if they meet criteria outlined in Section .05 and demonstrate relevant personal/professional and educational experience through the interview process as it relates to position for which employee has applied.

If any employee is selected, he/she/they shall be compensated at the appropriate rate on the first day he/she is assigned to the new position.

.10 If two or more employees are substantially equal in meeting the criteria outlined in Section .05 above, then seniority shall govern in the awarding of the position.

.11 If no employee is qualified for the position or no employee submits a bid for the position before the closing date, the Employer may fill the vacancy pursuant to the Board of Commissioners Personnel Policy Manual. A bargaining unit member who submits an application after declining to participate in an internal bid process will not be entitled to any preference over outside applicants.

.12 Probationary periods will be served for all moves within the agency including promotions, lateral transfers or demotions. Probationary periods will not be required if an employee is moving back to his/her/their original job during the probationary period. An employee may disqualify himself/herself/theirself during the first ten (10) working days of the probationary period and he/she/they shall revert to his/her/their former position and pay grade without penalty.

.13 An employee will be required to complete a nine (9) month probationary period for all positions, either by promotion, lateral transfer or demotion, excluding the Social Service Worker 3 classification. An employee moving into the Social Service Worker 3 classification, either by promotion, demotion or lateral transfer, will be required to complete a one (1) year probationary period. If the employee's job performance is not satisfactory at the conclusion of the probationary

period, he/she/they will be returned to his/her/their previous position. Where the employer feels the nine (9) month period is insufficient to determine an employee's performance capabilities, the probationary period may be extended thirty (30) calendar days. Both employee and employer may further extend probationary period by mutual agreement.

ARTICLE 14

LAYOFF AND RECALL

.01 Layoffs or job abolishments may occur only for the reasons of lack of work, lack of funds, reorganization for the efficiency of operations and/or economy/cost savings.

.02 The Employer will notify the Union at least fourteen (14) calendar days in advance of the effective date of the pending layoff. The Employer and the Union shall meet to discuss all matters relating to the layoff and possible alternatives.

.03 In the event of layoff, affected employees shall receive written notice fourteen (14) calendar days prior to the effective date of the layoff.

.04 The order of layoff within a job classification shall be:

- A.** Temporary and/or part-time employees;
- B.** Seasonal employees;
- C.** Original probationary employees.

In the event a layoff of permanent employees is necessary after the layoff of employees described above, the permanent employee in the affected position shall be placed on layoff first.

Employees may use their agency seniority to displace employees with less agency seniority in the following order:

- A.** To the position in the same job classification occupied by the employee with the least agency seniority.
- B.** To an equal, but different, job classification for which the affected employee has the training and qualifications to assume. The promotional probationary language in §13.13 shall be applicable.
- C.** To a lower rated position which the affected employee previously held and successfully completed the probationary period;
- D.** To a lower rated position for which the affected employee has the training and qualifications to assume. The promotional probationary language in §13.13 shall be applicable.

.05 An employee designated for layoff may take a voluntary layoff, rather than exercise his/her/their option to displace another employee. Such election shall be considered proper, and the employer shall not challenge the unemployment compensation claim of such employee.

.06 Any Job and Family Services employee who previously held a bargaining unit position within the past year, and has been continuously employed within the agency since leaving the bargaining unit position shall be entitled to exercise his/her/their previous bargaining unit seniority under the terms and conditions of this agreement. (For example: assume an employee worked for seven (7) years in a bargaining unit position, followed by less than one year employment in a non-bargaining unit position

and the employee subsequently returns to a bargaining unit position; regarding Article 12, Seniority; Article 13, Vacancies; Article 14, Layoff and Recall on the Article/Exhibit A Wage Scale - decisions involving the employee would be made as if the employee had seven (7) years of seniority).

.07 Recall from layoff shall be in reverse order of layoff. Employees shall be offered positions for which they have the training and qualifications to assume. An employee shall remain on the recall list for the job classification from which he/she was laid off for a period of eighteen (18) months.

.08 In order to recall from layoff, the Employer will direct a certified letter to the employee at the address on file with the Employer. Failure of the employee to return to work within ten (10) working days of the date the letter is sent, or failure to contact the Director/Designee to arrange a mutually acceptable date of return within ten (10) working days of the date the letter is sent, shall result in loss of seniority and voluntary termination of employment.

ARTICLE 15

LABOR-MANAGEMENT CONFERENCE

.01 In the interest of effective communications, at least quarterly and upon the request of either party, a Labor-Management Conference shall be held. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be at a mutually agreed date and time. Requests for meetings shall not be unreasonably denied.

.02 The purpose of such meetings shall be limited to:

- A.** Discuss the administration of this Agreement;
- B.** Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C.** Disseminate general information of interest to the parties;
- D.** Give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.
- E.** Discuss other issues by mutual agreement;
- F.** Discuss ways to improve productivity and efficiency;
- G.** Items regarding health and safety; and
- H.** Caseload levels.

.03 There shall be no more than eight (8) union representatives in attendance at the Labor-Management Conference. There shall be no more than eight (8) management representatives at the Conference. The parties, may, through mutual agreement, invite others to attend and address a specific issue.

ARTICLE 16

HOURS OF WORK AND WORKWEEK

.01 WORKDAY: The normal workday shall consist of eight (8) consecutive hours from 8:00 a.m. to 4:30 p.m. with the exception of the Group Home. The workday shall include a one-half hour lunch, scheduled near the middle of the work day, taken with pay. In addition, the work day shall include two (2) rest periods consisting of fifteen (15) minutes each taken with pay, one in mid-morning and one in midafternoon. Employees may request approval of their supervisor to take breaks at other times provided they have worked prior to the break or after the break for at least a period of 90 minutes. Employees shall be relieved of all duties, including on-call duties, during the lunch and rest

periods The paid lunch break shall not be included as hours worked for purposes of overtime compensation. Employees shall sign in and out for the total time away from work for the lunch break.

.02 WORKWEEK: The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, for a total of forty (40) hours per week, with the exception of the Group Home. The Employer may establish alternative or time-shifted work schedules to facilitate the work of specific units. Alternative or time-shifted work schedules that do not conform to the normal schedule of five (5) consecutive workdays of equal length shall maintain paid and unpaid break times in proportion to those provided in Section .01 above. Without waiving management rights to establish work schedules, the Employer and Union jointly anticipate that alternative work schedules will be established on the basis of those set forth in Appendix E, subject to review, amendment or cancellation by the Employer.

.03 CLEAN-UP: For each employee there shall be a clean-up period at the end of his shift, not to exceed five (5) minutes from the end of his scheduled shift. Such period shall be for attending to personal matters in preparing for departure.

.04 TARDINESS: Employees are expected to report to work at their scheduled start time. Clocks after scheduled start time will result in a tardy. Four (4) tardies will result in a Group I offense.

.05 FLEX TIME: Employees may flex their schedule upon prior approval from their supervisor for a maximum of twelve (12) times per RMS quarter with the following conditions:

- A. The employee's supervisor must be aware of the reason(s) for the flex time prior to the event, activity or situation and approve the flex time before it begins.
- B. The flex time must be worked and taken off within the same week and hours worked cannot exceed 40 hours per workweek.
- C. The flex time must be between the hours of 7:00 a.m. and 5:30 p.m. during the normal work week.
- D. PCJFS reserves the right to deny the flex time based on factors such as, but not limited to: classification, workload, job duties, and/or personal performance.
- E. In the event the employee is unable to make up the time missed from work during the workweek, the employee will be charged with sick leave or vacation leave, depending on the situation.
- F. Flex events may not be used to alter permanent, quarterly schedules.

ARTICLE 17

OVERTIME

.01 An employee shall be paid overtime at the rate of time and one-half (1 ½) their regular rate of pay for all hours in active pay status in excess of forty (40) hours each week Overtime may only be worked with Managerial approval. For purposes of this article, Vacation shall be construed as hours in active pay status. Sick leave that has been pre-approved will be construed as hours in active pay status for calculating overtime. Pre-approval must occur prior to the week that the overtime is worked and the request for leave must be entered in Timeforce and approved prior to the week that the overtime is worked. A signed written statement to justify the use of sick leave must be received by payroll by the end of the pay period the sick leave was used to qualify the sick leave hours as being in active pay status. If the statement is not received by the end of the pay period the sick leave was used, the hours used will not be considered in active pay status.

.02 Overtime shall be distributed as equally as possible among employees in the same job classification, Eligibility Specialists and Social Service Workers who carry individual caseloads shall have the option of working their own caseload, before overtime on that caseload is offered to other workers in the same classification and division on a voluntary, first come, first served basis, as posted. In the event no employee volunteers hereunder, overtime may be assigned pursuant to paragraph .06 below.

.03 Any employee who is offered overtime and refuses overtime will be charged the number of hours of overtime, as if worked. Refusal to work overtime shall result in the employee being charged the overtime as if it had been worked.

.04 COMPENSATORY TIME OFF:

- A.** Bargaining unit employee may elect, prior to performing any work in an overtime status or immediately thereafter, to receive compensatory time off in lieu of overtime payment. The employee recognizes that all overtime work whether paid or taken as compensatory time off is subject to prior Managerial approval.
- B.** Compensatory time off shall be earned at a rate of not less than one and one-half (1 ½) hours for each hour of overtime worked.
- C.** Bargaining unit employees may accrue up to two hundred forty (240) hours of compensatory time off.
- D.** Compensatory time earned that is not used as time off within eighteen (18) months after being earned shall be cashed-out at the employee's then current rate of pay, provided, however, that if the employee has requested to use compensatory time off and has been denied within that time frame, the deadline to use the time off shall be extended by the amount of time between the denied request and the original deadline. (example: an employee earns 8 hours of comp time and 12 months later requests to use it. The request is denied. The deadline is extended by 6 months.)
- E.** Upon termination of employment, the employee shall be paid at his or her current rate of pay for all compensatory hours accrued but unused on the date of termination.
- F.** In times of fiscal constraints, compensatory time is an option when paid overtime is not available.

.05 A report indicating overtime hours worked shall be available to the Union.

.06 The Employer expressly reserves the right to require mandatory overtime. Once the procedure in paragraph .02 above, has been exhausted, without volunteers, overtime may be mandatory to employees with the least number of hours pursuant to .05 above upon, at least three (3) hours advance notice. If more than one employee has no mandatory overtime or low hours are equal, mandatory overtime shall be assigned to the least senior employee.

.07 The Director and Union Executive Board will come to an agreement prior to assignment of overtime projects.

ARTICLE 18
SICK LEAVE, PERSONAL LEAVE AND EMERGENCY LEAVE

.01 CREDITING OF SICK LEAVE: Sick leave credit shall be earned at the rate of 4.60 hours for each eighty (80) hours of service. Sick leave credit shall be prorated to the hours of completed service in each pay period. Sick leave shall accumulate without limit.

.02 RETENTION OF SICK LEAVE: An employee who transfers from another public agency to Portage County, or who has prior service with a public agency, in Ohio, shall retain credit for any sick leave earned so long as he is employed by Portage County except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave.

The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on their credit upon their re-employment in Portage County provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public office.

.03 EXPIRATION OF SICK LEAVE: If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate Article of this Agreement.

.04 CHARGING OF SICK LEAVE: Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed their normal scheduled work day or work week earnings.

.05 USES OF SICK LEAVE: Employees are expected to be in attendance daily and sick leave is to be used only for those reasons set forth below. An employee may submit a request for sick leave for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate licensed health care practitioner.
- D. Death of a member of the employee's immediate family, in accordance with .12.
- E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee and affected family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.

.06 DEFINITION OF IMMEDIATE FAMILY: For the purposes of utilization of sick leave, immediate family is defined as: grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child and/or step child, foster child, grandchild, legal guardian or other person who stands in place of the employee's parent (loco parentis).

.07 SICK LEAVE PAID ON RETIREMENT: Employees, with ten (10) or more years of service with the Agency, will receive payment of one-fourth (1/4) of their accrued sick leave, to a total of thirty (30) days, two hundred forty (240) hours, upon retirement.

.08 EVIDENCE REQUIRED FOR SICK LEAVE USAGE: The Employer shall require an employee to furnish a standard written signed statement to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action, which may include dismissal.

.09 NOTIFICATION BY EMPLOYEE: When an employee is unable to work, he/she/they shall notify the supervisor personally by telephone call or text message not later than one-half (1/2) hour before the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible to do so. If the employee must leave a voice mail message or chooses to report off by text message, the employee will stand by for an acknowledgement from the supervisor by the same form of communication. If the employee does not receive an acknowledgement within thirty (30) minutes after the employee's start time (or the time of the original call or text, whichever is later), the employee will report off to a designated person in Administrative Services by telephone, and leave a voice mail message if necessary.

.10 ABUSE OF SICK LEAVE: Employees intentionally failing to comply with sick leave rules and regulations shall not be paid.

.11 PHYSICIAN STATEMENT: A satisfactory certificate from a licensed healthcare practitioner will be required in each case when an employee has been absent more than three (3) consecutive days. The certificate must be signed personally by the treating practitioner, and must verify the specific reason that the employee was unable to work during the period in question and that the employee is able to resume all the duties of the position. The practitioner's certificate must be submitted to the supervisor upon the employee's return to work. Absences of more than three (3) days may qualify an employee for leave under FMLA.

.12 DEATH IN IMMEDIATE FAMILY: Any eligible employee may be granted usage of sick leave for a maximum of five (5) working days in the event of a death of an immediate family member. For purposes of this section, the "immediate family" is defined as only an employee's: parent, sibling, child, spouse, domestic partner, grandparent, spouse's grandparent, grandchild, spouse's parent, children's spouse, sibling's spouse, spouse's sibling, step parents, step children, step siblings, foster children, legal guardian or other person who stands in the place of the employee's parent. For a maximum of two (2) working days in the event of the death of employee's aunt, uncle, niece or nephew.

.13 DOMESTIC PARTNER: For the purposes of this Article, a person is a "domestic partner" of an employee if the employee and the other person:

- A. are at least 18 years of age and have the capacity to enter into contract,
- B. share a permanent residence,
- C. are the sole domestic partners of each other, having been in a relationship for at least six (6) months, and intending to remain in that relationship indefinitely,
- D. are not currently married to, or legally separated from, another person under either statutory or common law,
- E. are responsible for each other's welfare,
- F. are not related by blood to a degree that would bar marriage in the state of Ohio, and
- G. are financially interdependent on each other verified by documentation of at least two (2) of the following:
 - a) joint ownership of real property, or joint tenancy on a lease of real property used as the primary residence of the employee and the other person,
 - b) joint ownership of an automobile,

- c) joint bank account or credit account,
- d) the employee's will designating the domestic partner as the primary beneficiary,
- e) the employee's retirement account or life insurance policy showing the domestic partner as the designated beneficiary,
- f) a durable power of attorney granting the domestic partner full authority to make decisions for the employee.

.14 PERSONAL LEAVE: Each employee shall be entitled to twenty-four (24) hours of Personal Leave time off per calendar year. Personal Leave time is not cumulative from year to year and shall be forfeited if not taken as time off during the year in which it is earned. Personal Leave time shall not be counted toward absenteeism. Personal Leave time may be used in one-quarter (1/4) hour increments and may be taken without prior approval, though Personal Leave time must be approved by the employee's immediate supervisor prior to use only if more than one (1) day is taken consecutively. Personal Leave time may be denied based upon workload, necessary coverage within the unit, and shall not be unreasonably withheld.

When requesting Personal Leave time, the employee shall notify the supervisor personally by telephone call or text message not later than one-half (1/2) hour before the time he/she is scheduled to report to work.

.15 EMERGENCY LEAVE: The use of emergency leave (personal, sick or vacation) must be requested prior to the start of the work shift and are not to exceed two (2) requests per RMS quarter.

ARTICLE 19 LEAVES OF ABSENCE

.01 LEAVES OF ABSENCE: The Employer may grant leave of absence without pay to an employee in the bargaining unit for good cause upon written request of the employee. Such leave may be granted for a maximum duration of six (6) months for any personal reason of the employee, and may not be renewed or extended beyond six (6) months. Leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which could be of benefit to the Employer by improved performance of any level, or voluntary service in any governmental sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if their former position no longer exists. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by both Union and the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may impose discipline up to and including discharge.

.02 FAILURE TO RETURN FROM LEAVE OF ABSENCE: An employee who fails to return to duty at the completion of leave of absence, without reporting to the Employer or their representative, may be terminated from employment.

.03 UNION LEAVE: The Union stewards or delegates to conventions or conferences' of the Union who are in the bargaining unit, shall be granted time off without pay for purposes of participating in such conventions. In lieu of time off without pay, said employees may elect to take accumulated compensatory time or approved vacation leave for such meetings. The employee must request such time off ten (10) working days prior to any such meeting to the Employer. Such leave shall not exceed a total of seven (7) working days per calendar year for the unit.

.04 NON-JOB-RELATED COURT LEAVE:

- A.** The Agency shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.
- B.** It is understood that an employee released from jury duty prior to noon, shall report to work for the remaining hours.

.05 MEDICAL LEAVE: The parties incorporate the mandatory benefits of the FMLA and also incorporate those optional benefits of the FMLA that neither increase nor decrease benefits under the current Agreement. Hospitalization benefits will be maintained per the requirements of the FMLA, Life Insurance and the AFSCME Health Care Plan are also to be maintained during FMLA period. Seniority shall accumulate during the FMLA period.

Leave of absence policy adopting optional benefits permitted by FMLA will be grievable under the same conditions and circumstances as the Union may protest reasonable work rules for the regulation of conduct under Article 30.

ARTICLE 20 **MILITARY LEAVE**

.01 Eligible employees shall be entitled to military leave and reinstatement rights to the extent provided by State and Federal law, provided that should the County Board of Commissioners approve a policy with terms more beneficial to the eligible employees from their perspective, said employees shall be entitled to the most beneficial terms to the exclusion of the lesser beneficial terms on the same subject.

ARTICLE 21 **HOLIDAYS**

.01 All full-time employees shall receive paid holidays.

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	11 th of November
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	25 th of December

.02 In the event any of the aforementioned holidays falls on a Saturday, the Friday immediately preceding shall be observed as the holiday; in the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday, where appropriate.

.03 Holidays, for pay purposes, shall be considered as time worked.

.04 Employees scheduled to work on the holidays listed in .01 shall receive one and one-half (1 ½) times their regularly hourly rate, in addition to their regular pay.

.05 In order to be eligible for the above-paid holidays, the employee must report to work and actually work his/her/their first scheduled work day after the holiday, and the holiday, if the employee is scheduled to work such holiday, unless the employee is on pre-approved leave, except sick leave. If, however, prior to the employee's starting time on the day after the holiday, the employee sustains an incapacitating injury, which is medically verifiable, then sick leave will be accepted for purposes of this section.

.06 At the discretion of the Supervisor and subject to a verifiable emergency, an employee may be paid for the above holiday(s) even though the employee did not work the required day(s). Failure to provide adequate verification will result in loss of holiday pay.

.07 Employees with eleven (11) or more years of service with Portage County Job and Family Services are able to take one (1) floating holiday in the two week pay period in which their JFS hire date anniversary falls. Employees will revert to a standard 8 hour shift during the week of the floating holiday (See Appendix E). Anniversary holidays not taken within the pay period of the anniversary, shall be forfeited.

ARTICLE 22 **VACATIONS**

.01 Full-time employees shall earn and accrue vacation leave pro rata over twenty-six (26) bi-weekly pays at the following rates:

40 hour per week employees	Yearly Accrual	Bi-weekly Accrual
0 – 7 years of service	80 hours of vacation	3.1 hours
8 – 14 years of service	120 hours of vacation	4.6 hours
15 – 24 years of service	160 hours of vacation	6.2 hours
25 or more years of service	200 hours of vacation	7.7 hours

An employee who is not in active pay status for a portion of bi-weekly pay period shall earn a pro-rated amount of vacation leave for that period.

.02 No employee shall take vacation during the first 6 months of employment with Portage County Job & Family Services.

.03 Vacations shall be scheduled by unit seniority in the month of January for the following period of February 1 to January 31. Vacations shall be picked in increments of one full calendar week (40 consecutive hours in consecutive workdays with no intervening weekend), up to a maximum of three weeks. Calendar weeks that include a holiday shall not be available for scheduling under this procedure. No vacations picked pursuant to this procedure may overlap within a unit. After seniority picks have been completed, additional vacation requests will be considered in the order in which they are received. The approval of additional vacation requests shall be based upon workload, necessary coverage within the unit, and shall not be unreasonably withheld. Except as provided by annual pick, or in the event of emergency, requests for three (3) or more days off shall be made fourteen (14) calendar days in advance, and shall be approved or denied within seven (7) calendar days of the request. The use of emergency leave (personal, sick or vacation) must be requested prior to the start

of the work shift and are not to exceed two (2) requests per RMS quarter. The employee is responsible for ensuring that he or she has adequate leave available to use a scheduled vacation. The employee may waive his/her/their right to pick a vacation. Once picked, an employee may cancel, but may not trade or exchange a vacation pick without supervisor approval.

Vacation time must be used in fifteen (15) minute increments.

.04 Employees are expected to use accrued vacation leave in the year in which it accrues and prior to the employee's next anniversary date. An employee may carry over earned vacation leave for a period not to exceed three (3) years from the employee's anniversary date with the approval of the Board of Commissioners. Vacation credit in excess of three (3) years of accrual will be eliminated.

.05 All earned vacation time shall be taken as time off work. There shall be no monetary reimbursement payable to the employee in lieu of time off. Upon termination of employment, an employee shall be paid for any earned but unused vacation time except employees with less than one (1) year of service with Portage County Job and Family Services are not entitled to payment for any earned but unused vacation at the time they resign and/or terminate from County Service.

.06 Holidays which occur during the vacation period shall not be charged as vacation days.

.07 In the event of the death of an employee, any payment for unused vacation time will be distributed in accordance with the appropriate provisions of the Ohio Revised Code.

.08 For purposes of this Article, service shall include employment with the County, the State of Ohio, or any political subdivision, providing there has been no break of service exceeding ten (10) years.

ARTICLE 23 **EXPENSE REIMBURSEMENT**

.01 Bargaining unit employees are to receive reimbursement for expenses incurred while traveling on official agency business. Employees are eligible for expense reimbursement only when travel has been authorized, in writing, by the employee's Appointing Authority or is part of the employee's regular job duties. Expenses shall be reimbursed in the following manner:

A. MILEAGE, PARKING AND TOLLS:

- 1.** Employees shall be reimbursed for actual miles while on official county business, at the current federal amount per mile, when using personal, rather than county vehicles. Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., gas, oil, all insurances, depreciation, etc.). Mileage reimbursement is payable to only one of two or more employees traveling on the same trip, in the same automobile.
- 2.** Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.
- 3.** No expense reimbursements are paid for travel between home and office.
- 4.** Travel reimbursement forms are to be submitted within 30 days of the first date of travel to the Fiscal Division

B. MEALS: Expenses incurred for meals (excluding alcoholic beverages) while on approved official County business, outside the County, will be reimbursed based on the U.S. General Services

Administration Standards for Meals and Incidental Expenses. Receipts must be provided for reimbursement.

In compliance with ORC 5151.421, meals for children in the care of the Children Services Unit, while on approved official agency business, will be reimbursed based on the U.S. General Services Administration Standards for Meals and Incidental Expenses. Receipts must be provided for reimbursement.

C. OVERNIGHT EXPENSES: Expenses covering the actual cost of accommodations made or arranged by the County will be reimbursed in full when an employee travels out of the County on mandatory or Employer requested official county business requiring overnight stay. Accommodations made or arranged at the discretion of the employee will be reimbursed at their actual cost, not to exceed one hundred dollars (\$100) per night. Any accommodations over one hundred dollars (\$100) per night must be prior approved by the Supervisor.

ARTICLE 24

WAGES AND LONGEVITY

.01 Employees shall receive wages in accordance with the rates established for their classifications, pay ranges and steps as reflected in the Wage Schedules attached hereto as Appendix "A," which include a 1.75% increase effective January 1, 2022, a 2.25% increase effective January 1, 2023 and a 2.50% increase effective January 1, 2024.

.02 Except as provided in Section .03, new hires with directly relevant work experience, at the Ohio or any County Department of Job and Family Service will be placed in the salary step corresponding to their years of experience, but not more than two (2) salary steps beyond entry level. All prior experience used to justify advance salary step placement must have been gained within three years prior to the date of hire. Notwithstanding, bargaining unit seniority will start on the date of hire assuming the new hire's successful completion of the probationary period.

.03 New hires into the classification of Social Service Worker 3 will be placed in the salary step corresponding to their years of directly relevant work experience in Children's Services investigations and/or child welfare investigations, but only if the new hire possesses a Bachelor's degree in Social Service or a closely related field. A new hire into the classification of Social Service Worker 3 who is a Licensed Social Worker (LSW) or Licensed Independent Social Worker (LISW) on the date of hire will be placed in a salary step no lower than if the employee had two (2) years of prior experience. Notwithstanding, bargaining unit seniority will start on the date of hire assuming the new hire's successful completion of the probationary period.

.04 Employees shall receive longevity in accordance with the schedule attached as Appendix "B" to be paid on the bi-weekly pay.

ARTICLE 25

ON-CALL PAY/GROUP HOME

.01 ON-CALL PAY: Ohio Administrative Code 5101:02-33-26 (D) (2) mandates that Public Children Services Agency shall have a system in place to receive abuse/neglect calls twenty-four (24) hours per day, seven (7) days per week and calls are required to be screened in by Social Service Worker 3's within twenty-four (24) hours of receipt of the information. The agency has created a Social Services Worker 3 – CARES position to meet this mandate which will go into effect July 1, 2016.

.02 When the Social Service Worker 3 (SSW3) – CARES worker is responsible for the CARES line after their assigned core hours, such employee shall receive a \$5 stipend for each Monday through Friday they are “on call” status and \$10 for each Saturday, Sunday or holiday they are on such status, in addition to time and one half the employee’s regular rate of pay any time they respond to a hotline call.

.03 When a SSW3 – CARES worker is unavailable for a CARES shift, the Children Services Administration will seek volunteers from other SSW3s and when no volunteers are available, will default to a seniority list of employees. If for some reason the full-time staff assigned to the after-hours CARES line are unable to cover their work hours, a supervisor will ask the Social Service Worker 3 staff that are on a voluntary list to cover and if no one is able to cover voluntarily, then someone will be required to cover the line. The worker is responsible to find coverage if it is their turn to cover a shift and they are unable to do so. SSW3s covering a shift for the CARES line shall receive a \$50 stipend for each Monday through Friday “on call” shift they work and \$75 for each Saturday, Sunday or holiday they are on such status, in addition to time and one half the employee’s regular rate of pay any time they respond to a hotline call.

.04 If an on-call worker's shift falls on a holiday, the employee will be paid at time and a half - up to 8 hours- and will be paid straight time thereafter. Regular Pay week is Monday through Sunday. If a FT employee whose schedule does not fall on a holiday, based on Section 23 (D) of County Personnel manual, the employee would be paid at straight time.

.05 GROUP HOME: The Group Home staffs four (4) full-time employees and one (1) part-time employee. Schedules for the Group Home will be completed on a quarterly basis with the schedule for the upcoming quarter being completed by the 15th of the first month in the previously scheduled quarter. A structure for the call off system will be provided. In the future, if issues arise during Labor Management meetings, a MOU may be created.

ARTICLE 26

AFSCME CARE/INSURANCE

.01 The Employer will provide to employees the same medical insurance coverage, and upon the same terms and conditions, if any, as that provided by the Portage County Commissioners for their other County employees.

.02 OHIO AFSCME CARE PLAN: The Employer agrees to contribute to the Ohio AFSCME Care Plan, for the purpose of providing Dental Level II-A, Life Level I and Hearing Aid to eligible bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable Federal and State Laws, Effective July 1, 2003, contributions shall be made on the 1st day of the month at the rate of forty-two dollars (\$42.00) per month for each bargaining unit employee.

In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees, including, but not limited to those requiring the payment of interest at the rate established by rules of the Board of Trustees, counsel fees and other costs of collection of such delinquencies, and to give security in sufficient amounts as required by the Trustees to secure payment of such delinquencies.

The Employer hereby agrees to permit an authorized representative of the Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer of the Fund.

If the employer fails to make the contributions provided for herein within the time required by the rules and regulations of the Fund, then the Trustees may terminate insurance coverage for such employees on whose account the employer has failed to contribute.

All contributing employers shall use the reporting forms provided by the Trustees and comply with the instructions of the Trustees in completing such forms. Such periodic reporting forms shall be filed by the Employer with the Fund each month regardless of whether any contributions are due and owing the Fund for the reporting period.

The Employer agrees to be bound by the provisions of the Trust Agreement, and rules and regulations of the Fund to which contributions are required to be made herein, including such Amendments to same as may be adopted from time to time by the Board of Trustees.

Only the Board of Trustees has any authority to determine matters involving coverage, eligibility, and types of welfare benefits provided to the employees by the Fund. No Employer or Union may make any form of representations or commitments as to such past, present and future coverage, eligibility, amount, and type of benefits for any employees or group of employees. No representation or commitment not in writing and signed by the Board of Trustees shall be binding on the Board of Trustees or the Fund. No officer, agent, representative or employee of any Employer shall be deemed an agent or representative of the Board of Trustees or be deemed or authorized to make any oral or written representations, or give any form of commitment, which may be relied upon by an employee, spouse, beneficiary or dependent.

ARTICLE 27 **RETIREMENT**

.01 For the life of this Agreement, employees shall continue to be covered by the Public Employees Retirement System (PERS). The Employer and the employees shall each continue to make their statutorily mandated contributions to the PERS system.

ARTICLE 28 **HEALTH AND SAFETY**

.01 Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide safe and healthful working conditions, and working methods for the employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will correct any which are found and see that the safety rules and safe working methods are followed by the employee.

First aid kits will be available within easy access to employees.

.02 The Employer will make every attempt to correct ventilation and temperature control problems as soon as possible and practical. The Maintenance Department will be directed to correct faulty equipment within a reasonable time.

ARTICLE 29
WORK RULES

.01 When the Employer established new work rules, or revises current work rules, the Union shall be notified in advance. Upon request of the Union, the Employer shall meet with the Union and discuss such rules and shall postpone their implementation so that the requested meeting may be conducted not less than seven (7) days before the effective date.

.02 Employees shall be notified in writing of any new work rules or revisions of rules ten (10) days prior to the effective date of such rules. Copies of new or revised rules shall be available for inspection by employees at the time of notification.

.03 The parties agree that all work rules shall be reasonable and shall be reasonably applied and enforced.

ARTICLE 30
JOB DESCRIPTIONS, JOB AUDITS AND EVALUATIONS

.01 Each employee shall be provided with a copy of his/her/their job description. Employees shall be permitted to review their own job specification upon request.

.02 Copies of all job descriptions of bargaining unit positions shall be made available to the Union. The Employer will provide the Union and the affected employee(s) with at least seven (7) days' advance notice of modifications to any bargaining unit job description, and upon request will meet with the Union regarding such modifications. The Employer may, but is not required to delay the effective date of the modifications to accommodate the meeting.

.03 JOB AUDITS:

- A.** An employee may have his/her/their position audited for re-classification upon request, but no more frequently than once per year. Requests should be submitted to the Director/Designee. The employee shall provide all necessary information requested by the Director/Designee regarding the job audit
- B.** Within thirty (30) days of receipt of the information, the Director/Designee shall determine and approve if the employee should be re-classified. Employees re-classified to the higher rated position shall earn that classification's rate of current years of service, effective the beginning of the pay period following approval by the Director/Designee.
- C.** Should the Director/Designee be unable to meet the thirty (30) day limit set above, any reclassification shall be retroactive to the beginning of the pay period following thirty (30) days after the receipt of information referenced above.
- D.** If it is determined that an employee should be re-classified to a lower rated position as a result of job audit, the employee shall not suffer a reduction in pay or position. However, when the position becomes vacant, it shall be reclassified to the lower rated classification.
- E.** The Union shall be informed of the determination of all job audits at the time such determination is made.
- F.** Grievances filed pursuant to this Article shall be submitted to Step 3, "Director/Designee," of the grievance procedure.

.04 EVALUATIONS: Each employee shall be formally evaluated once each year. The purpose of the evaluation is to inform the employee of his/her/their strengths and/or weaknesses as related to job performance.

An employee may respond to the evaluation, and such responses will be attached to the evaluation.

ARTICLE 31 **JOB SECURITY**

.01 In the event computerization of job functions of an employee occurs, the employee will be offered training to perform the work.

.02 CONTRACTING/SUBCONTRACTING: Notwithstanding the provisions of Article 14, Layoff and Recall, the parties agree that:

- A.** The Agency shall not contract or subcontract any work routinely performed by bargaining unit employees while any such employees are on layoff status.
- B.** The Agency shall not contract or subcontract any work routinely performed by bargaining unit employees while there is a sufficient number of such employees qualified to do such work.
- C.** The Agency shall not bring in any outside sources to perform work which is routinely performed by members of the bargaining unit when there are bargaining unit employees available to do such work.
- D.** The Agency shall not bring in any Work Activity/Community Service participants to perform work which is routinely performed by bargaining unit employees when there are bargaining unit employees available to do such work and such participant shall not be utilized to avoid the contractual obligations to bargaining unit employees covered by this Bargaining Agreement.
- E.** The Employer can establish part-time positions, to be included within the bargaining unit, subject to the following conditions:
 - a)** A maximum of two (2) part-time vehicle operators;
 - b)** A maximum combination of two (2) Social Service Workers 2 and/or Social Service Workers 3;
 - c)** Part-time employees as outlined under items A and B of this Article shall not be scheduled to work in excess of (1) twenty-four (24) hours per week, or (2) forty-eight (48) hours in any pay period but shall not be employed more than twenty-six (26) weeks in any calendar year;
 - d)** Part-time employees shall be used only to aid the full-time employees as outlined in this Article to eliminate work back-logs and during peak work periods in those classifications as outlined in A and B.
 - e)** The Employer further agrees that part-time employees will not be used while full-time bargaining unit employees are on layoff.

.03 In times of fiscal constraints and hiring freezes, Non-bargaining Unit staff may assist in processing Bargaining Unit work with agreement between the Director and the Union. The agreement will be reevaluated regularly; will allow for emergency services; will be evaluated for quality assurance; and will maintain adequate levels of customer service.

It is recognized that the limits as outlined under this Article may be increased or decreased upon mutual agreement between the parties.

ARTICLE 32
MISCELLANEOUS PROVISIONS

.01 INCLEMENT WEATHER: When, because of inclement weather, the County closes the County offices, Job and Family Services shall also be closed. Employees shall not lose pay as a result of closing for inclement weather and shall be credited for any vacation or approved leave that was utilized during that period. Refer to Portage County Board of Commissioners Personnel Policy Manual, Section 23, Item F. Weather Emergency Leave.

.02 PAY CHECK DEDUCTION:

- A.** Reductions in pay shall be made only for the day in which the employee was tardy or lost time, and at the rate of pay in effect on the day the employee was tardy or lost time.
- B.** The withholding of pay for tardiness or other lost time shall be made from the paycheck due for the pay period in which the tardiness or lost time occurred.

.03 PERSONNEL RECORD:

- A.** Each employee's personnel record shall be maintained by the Employer. Upon advance request, an employee shall have the right to inspect his/her personnel record. The employee may compile, date and insert in said record a list of documents he/she finds therein.
- B.** If any employee is involved in a disciplinary matter, or a grievance, a Union steward will also be granted access to the employee's personnel records, upon advance request, provided the employee has authorized such access in writing, or accompanies the Union Steward.

.04 PARKING: Parking will be provided in those areas designated by the Board of County Commissioners, at no cost to the employee. Bargaining unit staff may select their preferred parking lot; assignment will be based on seniority (only to include time worked at PCJFS) and contingent on spot availability. Updated requests to move parking spaces will be requested at Labor Management Meetings. Business Services will regularly monitor seniority as prompted by updating of payroll change forms with employee's step increases.

Non-bargaining staff will maintain preferred parking spaces.

.05 FEDERAL STATUTES: The Employer will comply in all respects with the Americans with Disabilities Act and the Family and Medical Leave Act, as may be amended from time to time.

.06 QUALITY ASSURANCE AND WORK EXPECTATIONS: The Public Assistance Division currently has Quality Assurance in place; OhioMeansJobs and Child Support have little Quality Assurance, while Children Services has none. There is a good faith agreement that Staff Development is working on implementing Quality Assurance into the remaining three (3) divisions (CSEA, OMJ, PCSA) with expected compliance in place by January 1, 2023.

ARTICLE 33
APPLICATION OF STATE CIVIL SERVICE LAW

.01 No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except that complete lists of persons having passed Civil Service examinations must be provided to the Employer, when requested, for selection of original appointments.

ARTICLE 34
SEXUAL HARASSMENT

.01 It shall be the policy of Portage County Job and Family Services that all employees are responsible for assuring that the work place is free from sexual harassment. Because of the strong disapproval of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment. Examples of such actions include, but are not limited to: (1) unwelcome sexual advances; (2) request for sexual acts or favors; (3) employment decisions influenced by an employee's refusal to submit to harassment; (4) actions which substantially interfere with work performance or create an intimidating, hostile or offensive work environment.

Intentionally or unintentionally people may say things, make gestures, or perform other actions which could be construed to be sexual harassment under the Civil Rights Act. It is a difficult and sensitive problem to detect and deal with; yet, it cannot be condoned by anyone. Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, coworkers, or visitors must bring the problem to the attention of the Director/Designee. If, for any reason, you would be uncomfortable bringing a complaint to the Director/Designee, then you may go to the Portage County Commissioners.

All complaints will be promptly handled with the appropriate privacy safeguards. The identity of the charging party and the person accused of sexual harassment will be kept confidential, within legal parameters.

Upon full and complete investigation of a sexual harassment complaint, appropriate corrective action will be taken to remedy all violations of this policy. Corrective action can be disciplinary measures, including discharge.

All employees of Portage County Job and Family Services shall be entitled to the same non-discriminatory and equal treatment and application of policies.

Portage County Job and Family Services will offer sexual harassment training on a yearly basis for all employees.

ARTICLE 35

DRESS CODE

Portage County Job & Family Services' (PCJFS) employees represent the Portage County Board of Commissioners and PCJFS when they report to work and often help form the first impression others have of the department. Below are the dress code guidelines employees must follow. The Director has discretion, in consult with the union board, to modify dress code for special circumstances.

ADDITIONAL GUIDELINES:

- Gym shoes will only be acceptable on dress down Fridays unless a medical documentation indicates the need to be worn for medical purposes.
- Jeans will not be permitted to be worn at Conferences, Events sponsored by the agency unless outdoors, in court, during applicant interviews or meetings with administrators, directors (outside of the agency) or elected officials.
- Jeans will be permitted with agency polo to out of county trainings unless otherwise specified.
- Employees representing the agency in court shall dress in business attire.
- Any items of clothing not listed shall be considered "unacceptable."
- All petitions for new items to be worn need to be submitted for approval to the Director's Office.
- Hair (including sideburns, moustaches, and beards) should be clean, combed, neatly trimmed and arranged.
- Important to professional presentation is personal hygiene. Employees should take appropriate measures to ensure that proper personal hygiene is maintained at all times.
- Any employee who does not meet the standards or intent of this policy will be required to take corrective action, which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated and repeated violations of this policy will be cause for disciplinary action.
- Outerwear and additional layers worn in the office must be compliant with this dress code (e.g., sweatshirt and wind jackets or pullovers).
- The employee's immediate supervisor is responsible for enforcement of this policy. It is also the supervisor's responsibility to counsel employees who are not dressed appropriately on what constitutes professional business attire.
- Agency will continue to preapprove special dress down days throughout the year (e.g., playoff games, recognition months, etc.)

Exercise common sense and good judgement about your appearance. If you're not sure about the appropriateness of an item of clothing or accessory, then don't wear it. Choose another item.

Clothing Item	Acceptable	Fridays Only	Always Unacceptable
Traditional Business Clothing			
Suits/Ties	X		
Business Separates	X		
Dresses	X		
Pantsuits	X		
Tops/Shirts			
Dress Shirt/Polo Style Shirt (small non-offensive logos)	X		
Blouses	X		
Sweaters/Cardigans/Turtlenecks	X		
T-shirts (Plain: no wording/letters/logos/characters)	X		
T-Shirts (Print: non-offensive wording/letters/logos/characters)		X	
Sweatshirts (holiday sweatshirts allowed the full week of the holiday)		X	
Low cut style tops			X
Tank Tops, Spaghetti Straps			X
Camouflage Shirts			X
Flannel Shirts	X – In good repair		
Off-the-shoulder tops			X
Wind pullovers			X
Clothing with hoods		X – Agency issued	
Skirts/Dresses/Casual Pants			
Shorts (Considered shorts if at knee or above)			X
Denim capris (Must be below knee to be considered capris)		X	
Leggings and jeggings worn with a shirt/sweater where length is no more than 3 inches above knee			X
Stirrup pants			X
Sweatpants, wind pants, scrubs, pajama pants			X
Dress capri pants (excluding denim-must be below knee to be considered capris)	X		
Non-denim casual pants (corduroys, khaki's)	X		
Skirts/Dresses (No more than 2 inches above the knee or longer)	X		
Jeans (Skirts/pants/tops/jackets) No torn, tattered, frayed or visible holes, even if they were purchased in that condition. (With exception of IT and Maintenance who are permitted to wear jeans throughout the week)	X	X	
Skorts			X
Footwear			
Flat shoes, loafers, pumps, dress shoes, boots	X		
Sandals	X		
Athletic shoes (Tennis shoes)		X	
Flip flops (of any kind), beach wear, slippers, barefoot sport shoes and rubber clogs			X
Other			
Any outfit that exposes the midriff or back			X
Hats and head coverings (unless verified for religious purposes)	X – Maintenance staff only		X

ARTICLE 36
TOTAL AGREEMENT

.01 This Agreement represents the total Agreement between the parties and the parties are not obligated to negotiate on matters not subject to the provisions of this Agreement unless required under provisions of ORC 4117.

ARTICLE 37
OBLIGATION TO NEGOTIATE

.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/ negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 38
SUCCESSORS

.01 This Agreement shall be binding upon the parties' successors, if any.

.02 If any provision of this Agreement is held invalid by a court of competent jurisdiction, the parties shall meet to renegotiate such provision and the remaining provisions shall remain in full force and effect.

ARTICLE 39
UNION ORIENTATION

.01 Once each month, the President or his/her/their designee shall be scheduled by the County to meet with all employees hired the prior month for one-half (1/2) hour, to provide said employees with information regarding the AFSCME Care Benefits plan. If the aforementioned meeting is not scheduled during normal business hours, the President or his/her/their designee shall be compensated for up to one-half (1/2) at his/her/their regular rate of pay. For meetings scheduled outside normal working hours, no compensation to new employees is required.

**ARTICLE 40
DURATION OF AGREEMENT**

.01 This Agreement shall be effective 01/01/2022 and shall remain in full force and effect until 12/31/2024 and from year to year thereafter, unless either party gives written notification to modify, amend, or terminate this Agreement. Such notifications must be given not less than ninety (90) days prior to the contract expiration date of this Agreement. In the event such notification is given, the parties agree to commence negotiating not less than sixty (60) days prior to the expiration date of this Agreement.

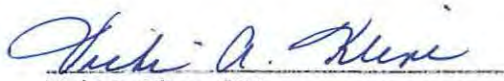
.02 The provisions of this Agreement constitute the entire Agreement between the parties and supersedes all prior negotiations and understandings.

In witness whereof, the parties have affixed their authorized signatures
This 12th day of July, 2021.


PORTAGE COUNTY BOARD OF
COMMISSIONERS


Sabrina Christian-Bennett



Anthony J. Badalamenti



Vicki A. Kline, CPA

PORTAGE COUNTY JOB & FAMILY
SERVICES DIRECTOR


Kellijo S. Jeffries, PHD, MSW, LSW

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 8, LOCAL 1696

By: 
Name (printed): STEVEN P. PICKARD
Title: OC-8 REGIONAL DIRECTOR

By: 
Name (printed): Jarrod J. McIntosh
Title: Local 1696 President

By: _____
Name (printed): _____
Title: _____

APPENDIX "A"
WAGES

			1/1/2022 Start	1/1/2023 Start	1/1/2024 Start
Pay Range K					
	Account Clerk 1	Hourly	\$13.47	\$13.77	\$14.11
	Vehicle Operator 1	Bi-Weekly	\$1,077.60	\$1,101.60	\$1,128.80
		Annually	\$28,017.60	\$28,641.60	\$29,348.80
Pay Range L					
Pay Range M					
	Clerical Specialist 3	Hourly	\$14.28	\$14.60	\$14.97
	Custodial Worker	Bi-Weekly	\$1,142.40	\$1,168.00	\$1,197.60
		Annually	\$29,702.40	\$30,368.00	\$31,137.60
Pay Range N					
	Account Clerk 2	Hourly	\$14.54	\$14.87	\$15.24
		Bi-Weekly	\$1,163.20	\$1,189.60	\$1,219.20
		Annually	\$30,243.20	\$30,929.60	\$31,699.20
Pay Range O					
	Account Clerk 3	Hourly	\$16.16	\$16.52	\$16.93
	Clerical Specialist 4	Bi-Weekly	\$1,292.80	\$1,321.60	\$1,354.40
	Social Service Worker 2	Annually	\$33,612.80	\$34,361.60	\$35,214.40
Pay Range P					
Pay Range Q					
	Child Support Specialist	Hourly	\$17.78	\$18.18	\$18.63
	Investigator 2	Bi-Weekly	\$1,422.40	\$1,454.40	\$1,490.40
	Fiscal/Eligibility Specialist	Annually	\$36,982.40	\$37,814.40	\$38,750.40
	Eligibility Specialist				
	Employment Services Counselor				
	Job Developer				
Pay Range R					
	Case Manager	Hourly	\$18.32	\$18.73	\$19.20
	Independent Living Coordinator	Bi-Weekly	\$1,465.60	\$1,498.40	\$1,536.00
		Annually	\$38,105.60	\$38,958.40	\$39,936.00
Pay Range S					
	Social Service Worker 3	Hourly	\$19.92	\$20.37	\$20.88
	Social Service Worker 3 - Group Home	Bi-Weekly	\$1,593.60	\$1,629.60	\$1,670.40
	Social Service Worker 3 - Group Home (PT)	Annually	\$41,433.60	\$42,369.60	\$43,430.40

APPENDIX "B"
LONGEVITY SCHEDULE

1/1/2022 – 12/31/2024

Years of Service	Hourly Amount
1	\$1.00
5	Plus \$0.50
10	Plus \$0.50
15	Plus \$0.50
20	Plus \$0.75
25	Plus \$1.00

APPENDIX "C"
GRIEVANCE FORM

AFSCME LOCAL _____
STEP _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE

List applicable violation _____

Adjustment required _____

I authorize the AF.S.C.M.E . Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

APPENDIX "D"
ALTERNATIVE WORK SHIFTS

Duration: January 1, 2022 through December 31, 2024, and thereafter in quarterly increments subject to renewal. "Core Hours" shall be shifts 8:00 AM – 4:00 PM and 8:30 AM – 4:30 PM based upon Administrative need for customer service-related purposes.

Child Support and OhioMeansJobs (CSEA and OMJ)

Alternative 8-Hour Shifts

7:00 AM – 3:00 PM
7:30 AM – 3:30 PM
8:00 AM – 4:00 PM
8:30 AM – 4:30 PM

Alternative 10-Hour Shifts

Monday – Thursday
Fridays Off
7:00 AM – 5:00 PM

Public Assistance (PA)

Alternative 8-Hour Shifts

7:30 AM – 3:30 PM
8:00 AM – 4:00 PM
8:30 AM – 4:30 PM

Alternative 10-Hour Shifts

Monday, Tuesday, Thursday, Friday
Wednesdays Off
7:00 AM – 5:00 PM

Children's Services (PCSA)

Alternative 8-Hour Shifts

8:00 AM – 4:00 PM
8:30 AM – 4:30 PM
9:00 AM – 5:00 PM

Alternative 10-Hour Shifts

Monday – Thursday (Friday Off)
7:00 AM – 5:00 PM

Tuesday – Friday (Monday Off)
7:00 AM – 5:00 PM

Information Technology (M.I.S.)

Alternative 8-Hour Shifts

7:00 AM – 3:00 PM
8:00 AM – 4:00 PM
8:30 AM – 4:30 PM
9:00 AM – 5:00 PM

Alternative 10-Hour Shifts

Unavailable

Fiscal

Alternative 8-Hour Shifts

7:00 AM – 3:00 PM
7:30 AM – 3:30 PM
8:00 AM – 4:00 PM
8:30 AM – 4:30 PM

Alternative 10-Hour Shifts

Unavailable

Custodial

Alternative 8-Hour Shifts

7:00 AM – 3:00 PM
8:00 AM – 4:00 PM
8:30 AM – 4:30 PM

Alternative 10-Hour Shifts

Unavailable

ALTERNATIVE WORK SHIFT SELECTION DETAILS:

- A.** Availability of alternative shifts at discretion of management;
- B.** Once assigned, assignment guaranteed for 90 days;
- C.** Assignment selection by management from volunteers;
- D.** Employees must submit a request for alternative shift work no later than 45 days prior of the start of the quarter;
- E.** Disputes over shift selection will be referred to Labor-Management committee;
- F.** Employees shall revert to a standard 8-hour shift during weeks with holidays.

APPENDIX "E"
PILOT TELEWORK POLICY

For the duration of this contract (January 1, 2022 – December 31, 2024), a Hybrid Telework Pilot Program will be in place. Management reserves the right to revoke this program if outcomes are negatively impacted. The following stipulations will be in place:

- All lobbies must remain open to the public;
- Customer service will not be compromised;
- Customer services surveys will restart to evaluate the quality and timeliness of customer service. A summary of surveys will be available on a quarterly basis;
- Outcomes associated with telework must be tracked and presented to the Board of Commissioners every 6 months. This may be done using task trackers or Quality Assurance, as determined by the division. Task trackers are completed as reviewed and approved by Management and the Union;
- Job descriptions will not change due to the pilot program;
- Employees will work at home for three (3) days and days two (2) in the office.

.01 AT-HOME TELEWORK REQUIREMENTS: Telework will only be made available to those with internet access. It is required to have an internet provider with sufficient speed. All emergent connectivity issues (1 hour or more) must be reported to the manager to make arrangements for work. There will be no reimbursements for any home utilities including internet access.

.02 HOME WORKSPACES: Home workspaces must be identified, evaluated and approved. In the event the employee moves, the address/home office must be redesignated. No home office supplies will be purchased by the agency (desks, chairs, etc.) with the exception of a locked place for files. Employees are required to safeguard and protect all equipment. Any lost or stolen equipment must be reported immediately. FTI work should not be taken home. In the event any approved files or paperwork is taken home, it must be kept under lock and key in an approved location.

Employees must make an effort to reduce distractions and noise levels on calls, webinars, etc. (kids, pets, etc.). Arrangements for child and adult care must be made for the employee's entire work shift for both in office and remote days in the event the employee is called into the office. Care must be arranged for any child or adult needing supervision.

Personal home appointments need to be taken outside of work hours and should not take place in or on the property of home office locations. Examples of home appointments include but are not limited to, utility companies, repairs, etc.

.03 ACCOUNTABILITIES: Employees are given 15-minute turn around on contact times. In addition to clocking in, a check-in mechanism with supervisors will be expected. Cameras are to be on during meetings and appearance shall be presentable. A standardized background for Microsoft Teams will be provided. Employees will be required to check in with their supervisor upon clocking in, based upon their unit's expectations. For example: Team Huddles, morning emails, Group Conversations in Microsoft Teams to communicate daily plans or a daily email prior to the employee's start time with an outline of their daily schedule. Use of digital calendars with supervisory access is required.

Employees are expected to check their voicemails at least daily and return calls within forty-eight (48) hours, excluding weekends and holidays.

.04 OFFICE HOURS AND IN-OFFICE COVERAGE: Regularly scheduled office hours will be required and will be based on divisional needs. Equities will be put in place for the coverage of lobbies but will begin with volunteers (those who wish to come in the office can). Coverage and schedule will be reviewed on a quarterly basis and will include a rotation of team members to provide equity. Backups for in-office coverage will be created on a quarterly basis or using another rotation schedule as decided upon by the division. Rotation schedules will be available for all to see on SharePoint. Employees will have the option to select their 1st, 2nd, and 3rd preference for in-office days. While all 1st selection requests will try to be accommodated, decisions will be based on customer service needs.

If scheduled to provide in-office coverage, there will be no swapping or exchanging of days with other employees if time off is needed. Employees must take the time off (sick, vacation, etc.). Employee's scheduled work week is set and shall be abided by for the duration of the quarter.

Prior supervisor approval is required for employees needing to work from the office on a previously scheduled remote workday.

JFS meetings or meetings with partner agencies requiring in-person attendance will require those working from home to come into the office.

.05 LUNCH BREAKS: Signing in and out for lunch breaks will still be required.

.06 PARKING: Preferred parking will be given to those who have no option to telework and must be in the office daily. Parking for these employees will precede seniority parking assignments. If called into the office on a work from home day, the employee will be required to park in the spot assigned by management.

.07 MILEAGE: If the employee is working from home, for mileage calculating purposes, the home address would be the base. When working in the office, the office address would be the base. Regardless of working in office or telework, mileage will not include payment for miles back and forth to work. No mileage will be paid for employees who have to report to the office for meetings, work materials, etc.

Efforts must be made to maximize time in the field by coordinating multiple home visits within the day in the field. Requests for mileage reimbursement/Travel Reimbursement forms are to be submitted within 30 days of the first date of travel to the Fiscal Division. Extenuating circumstances will be reviewed by the director.

.08 PROBATIONARY EMPLOYEES & PIP: Probationary employees will not be allowed to telework during their probationary period unless agreed upon by administration and the Union. Individuals with a PIP related to telework issues, such as not being accessible, not reporting timely to meetings, etc. that are not progressing at home will be reconsidered for future telework options.

.09 JOB CLASSIFICATIONS UNABLE TO TELEWORK: Those employees in job classifications that do not allow them the option to telework will receive two (2) additional personal days (these days are not deducted from accumulated sick leave and are in addition to the three (3) personal days provided).

.10 PATTERN ABUSE: Patterned abuse shall constitute grounds for discipline and shall be defined as an excessive amount of undocumented call offs during non-teleworking shifts and may result in a revocation of the employee's teleworking allowance as well as progressive discipline. This pattern can also be considered for distractions (kids, pets, etc.)

.11 DISCLOSURE AND EXPECTATIONS: The telework arrangement does not change the basic terms and conditions of employment, including rate of pay and benefits. Employees are expected to comply with all Employer policies, procedures and performance standards. The Employer retains the right to investigate alleged abuse of this policy and may cease or modify an employee's approval for telework at any time.

Every employee should be up, prepared for work and able to report in-person in the instance they are called upon for in-office coverage. It is understood that you may be called upon at any time to come into the office. In this case, you will be given travel time plus fifteen (15) minutes.

TELEWORK AVAILABILITY BY DIVISION

Children Services (PCSA):

- **Unable to telework:** Clerical Specialist 3
- **Able to telework:** All Social Service Worker 2s, Social Service Worker 3s and NBU staff with the exception of required court appearances.

Child Support Enforcement Agency (CSEA):

- **Unable to telework:** Clerical Specialist 3 and Clerical Specialist 4
- **Able to telework:** All Child Support Specialists are able to telework in some capacity. Select NBU staff will not be able to telework based on court schedules.

Group Home:

- **Unable to telework:** All BU and NBU positions.
- **Able to telework:** N/A

JFS Custodial/Maintenance:

- **Unable to telework:** Custodial Worker
- **Able to telework:** N/A

OhioMeansJobs (OMJ):

- **Unable to telework:** N/A
- **Able to telework:** All BU and NBU positions.

Public Assistance (PA):

- **Unable to telework:** Employees in the classification of Vehicle Operator
- **Able to telework:** All other BU and NBU positions

RESOLUTION NO. 21-0517

RE: ACCEPT AND ENTER INTO A SUCCESSOR
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE PORTAGE COUNTY BOARD
OF COMMISSIONERS AND LOCAL 1696,
AFSCME & OHIO COUNCIL 8 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL AFL-CIO.

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following Resolution be adopted:

- WHEREAS,** the Collective Bargaining Agreement between the Portage County Commissioners and the Local 1696, AFSCME & Ohio Council 8 of the American Federation of State, County, and Municipal AFL-CIO; expires on December 31, 2021; now therefore be it
- RESOLVED,** that the Board of Portage County Commissioners does hereby accept and agree to enter into a Successor Collective Bargaining Agreement between the Portage County Commissioners and Local 1696, AFSCME & Ohio Council 8 of the American Federation of State, County, and Municipal AFL-CIO as negotiated and accepted by vote of the Bargaining Unit and be it further
- RESOLVED,** that this agreement shall be effective January 1, 2022 and shall continue in full force and effect through December 31, 2024; and be it further
- RESOLVED,** that a copy of the resolution and agreement be forwarded to the Human Resources Department, Internal Services and Job and Family Services; and be it further
- RESOLVED,** that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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I, Clerk of the Board of County Commissioners do hereby certify that the foregoing is a true and correct copy of a Resolution of the Board of County Commissioners of Portage County duly adopted July 15, 2021 and appearing upon the official records of said Board, Volume 96.



Clerk, Portage County Board of Commissioners