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AGREEMENT BETWEEN
THE PORTAGE COUNTY DEPARTMENT
OF 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, 2012**
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AGREEMENT

This Agreement is made and entered into by the Portage County Department of 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 "Department", "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, Vehicle Operator 1, Training Officer I, Employment Services Counselor, 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 1 and 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 150 calendar days. 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 working days. 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
DUES CHECK OFF**

- .01 The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probationary period.
- .02 The Employer agrees that payroll deduction of dues, initiation fees and assessments, for those employees in the bargaining unit, shall be available to the sole and exclusive representative of those employees only and no other organization shall be granted such rights.
- .03 The Employer agrees to deduct regular Union membership dues, initiation fees and assessments once each pay day period in an amount established by the Union from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The Union will send an authorization form to the County Auditor's office. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received.
- .04 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder, once the funds are remitted to the Union. Their disposition thereafter shall be the sole exclusive obligation and responsibility of the Union.
- .05 The Employer shall be relieved from making such "check off" deductions upon; a) termination of employment, or b) transfer to a job other than one covered by the bargaining unit, or c) layoff from work, or d) an agreed unpaid leave of absence.
- .06 The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any pay period, involved, shall have failed to receive sufficient wages to equal the dues deduction.
- .07 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within sixty (60) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period, by deducting the proper amount from the pay of the employee to correct said error.
- .08 In the event a deduction is not made for any Union member during any particular pay period the Employer,

upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of four (4) pay periods of regular dues. The employer will not deduct more than four (4) pay periods of regular dues from the pay of any Union member.

.09 The Employer agrees to remit a copy of all new dues deduction authorization forms and a listing of employees from whose pay dues were deducted along with a warrant in the aggregate amount of the deduction to AFSCME Ohio Council 8 within fourteen (14) days of the payroll date of dues deduction. A copy of the list of employees from whose pay dues were deducted shall be sent to the Local Union.

.10 An employee authorization or dues deduction shall be honored during the term of this Agreement. However, an employee may terminate dues deductions by submitting a certified letter to both the Union and Employer revoking such authorization during the thirty (30) day period prior to the termination date of this Agreement. This authorization shall not terminate until 30 days after receipt of a timely notice filed in accordance with this Section. Once an employee has revoked such authorization, the Employer shall have no further obligation to deduct union dues from the pay of said employee, unless such employee presents to the Employer a new authorization card in accordance with the provisions of this Agreement.

.11 FAIR SHARE FEE All employees who, sixty-one (61) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union.

All employees who do not become members in good standing by the Union shall pay a fair share fee to the Union, effective sixty-one (61) days from the employee's date of hire. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, and employees, who are not members of the Union, are required as a condition of employment, to pay the fair share fees. A separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in accordance with Section .09 of this Article.

Any employee, as defined in paragraph 1 of this Article, who fails to meet the requirements of this Article, shall not be retained in the employ of the Employer, provided the Union had notified the Employer and the employee in writing, by certified mail of such default and said employee shall have failed to remedy the same within ten (10) days after receipt of such notice.

The Union hereby agrees to indemnify the Employer and the Board of Commissioners from any and all claims, suites, and judgments and other forms of liability, including all costs of proceedings, arising out of the employer's agreement with the Union contained in Section .11 of this Article.

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 department 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 directs 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 Department'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 department'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 Department of 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 department or the duties of employees of the department.

.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 steward shall be permitted reasonable time off with pay to conduct appropriate Union representative's business as defined in the Section.

.04 Rules governing the activity of the Union steward and alternate are as follows:

- 1. The steward, or alternate, must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities; authorization shall not be unreasonably withheld;
- 2. The steward, or alternate, shall identify the reason for the request at the time Union activity time is requested;
- 3. The steward, or alternate, shall not conduct Union activities in any work area without notifying the supervisor of the nature of the Union activity;
- 4. 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.

The Portage County Department of Job and Family Services (PCDJFS) 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.

- 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.
- 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.
- Documentation of verbal instruction and counseling will be logged by the employee's supervisor. Records of verbal instruction/counseling will become inactive after twelve (12) months if there are no subsequent or related violations. If there are subsequent violations, the verbal instruction/counseling 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.

- 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).
- Unrelated offenses in different groups are to be considered individually.

In general Group I Offenses may be defined as those infractions which are of a relatively minor nature. Group II Offenses may be defined as those infractions, which are of a serious nature. Group III Offenses may be defined as those infractions, which are of a very serious nature.

A. **Group I Offenses:**

First Offense -	Verbal instruction and warning/counseling
Second Offense -	Written reprimand
Third Offense -	One (1) to three (3) day unpaid suspension
Fourth Offense -	Five (5) to fifteen (15) day suspension without pay
Fifth Offense -	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. Failure to use reasonable care of County property or equipment.
10. Use or possession of another employee's working equipment without authorization.
11. Neglect or carelessness in observance of safety rules, or disregard of safety practices.
12. Failure to observe department rules.
13. Obligating the County for any expense, service or performance without authorization.
14. Failure to report accidents, injury or equipment damage.

15. Unsatisfactory work or failure to maintain required standard of performance.
16. Unauthorized use of telephone for other than business purposes.
17. Any of the following offenses occurring while an employee is operating a motor vehicle on County time:
 - a. Speeding;
 - b. All other two point violations;
 - c. Failure to wear a front seat passenger restraint.
18. 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.

B. Group II Offenses:

First Offense -	Written reprimand and a two (2) or three (3) day unpaid suspension
Second Offense -	Written reprimand and a five (5) to fifteen (15) day suspension without pay
Third Offense -	Discharge

1. Sleeping during working hours.
2. Reporting for work or working while unfit for duty.
3. Being in possession of, or drinking alcoholic beverages on the job.
4. Conduct violating morality or common decency.
5. Unauthorized use of County property or equipment.
6. Performing private work on County time.
7. Willful failure to sign in or out or clock in or out when required.
8. Willful failure to make required reports.
9. Solicitation on County premises without authorization.
10. The making or publishing of false, vicious or malicious statements concerning employees, supervisors, the County or its operations.
11. Giving false testimony during a complaint or grievance investigation or hearing.
12. Unauthorized posting or removal of notices or signs from official bulletin boards.
13. Unauthorized presence on County property.
14. Willful disregard of department rules.
15. Use of abusive or threatening language toward supervisors.
16. Discourteous treatment of the public or client
17. 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.

18. Threatening, intimidating, coercing, or interfering with subordinates or other employees.

C. Group III Offenses:

First Offense - From fifteen (15) days unpaid suspension to discharge
 Second Offense - 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. Making false claims or misrepresentation in an attempt to obtain any County benefit.
5. Breach of client confidentiality.
6. Stealing or similar misconduct, including destroying, damaging or concealment of any property of the County or of other employees.
7. The use or possession of narcotics or the sale of narcotics.
8. Fighting or attempting to injure other employees, supervisors, or persons.
9. Carrying or possession of firearms, explosives or weapons on County property at any time without prior authorization.
10. Knowingly concealing a communicable disease, which may endanger other employees.
11. Misuse or removal of County records or information without prior authorization.
12. 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 Department's work stations.
13. Dishonesty or any dishonest action. Some examples of what is meant by "dishonesty" or "dishonest action" are: theft, pilfering, opening desks assigned to other employees without authorization, 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".
14. Insubordination by refusing to perform assigned work or to comply with written or verbal instruction of the supervisors.
15. 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.

16. Unauthorized political activity.

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 changed 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 limitation provided for in this Article may be extended and steps may be waived by mutual agreement between the Employer and the Union. 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 within ten (10) working days of the incident. The Supervisor, upon receipt of a written grievance, shall schedule a formal meeting to take place 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 schedule a formal meeting to take place 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 schedule a formal meeting to take place 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:

1. 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

2. 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 Department and the Union.

3. 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.

4. 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 of 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 Job and Family Services Department, 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 his 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 that a permanent vacancy exists in the bargaining unit, a notice of such vacancy shall be posted on the employee's bulletin board for three (3) work days. During the posting period, 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 posting 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;
- d. Pay range and base salary;
- e. Qualifications for the job, as established by the Department of Administrative Services;
- f. A brief description of the job duties;
- g. Effective date and expiration date of the posting,

.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 Department of Administrative Services), experience, education, work records, and disciplinary

record.

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

.07 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.

.08 The position shall be awarded to the individual who best meets the criteria outlined in Section 1.

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

.09 If two or more employees are substantially equal in meeting the criteria outlined in Section 3 above, then seniority shall govern in the awarding of the position.

.10 If no employee is qualified for the position or no employee submits a bid for the position, the Employer shall fill the vacancy from those applicants outside the agency.

.11 An employee will be required to complete a one hundred fifty (150) calendar day promotional probationary period. Immediately following the probationary period, the employee will not be eligible to bid on another position for one hundred twenty (120) calendar days. If the employee's job performance is not satisfactory at the conclusion of the probationary period, he/she will be returned to his/her previous position. Where the employer feels the one hundred fifty (150) calendar day period is insufficient to determine an employee's performance capabilities, the probationary period may be extended thirty (30) working days by mutual consent with the union.

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:

1. To the position in the same job classification occupied by the employee with the least agency seniority.
2. To an equal, but different, job classification for which the affected employee has the training and qualifications to assume. The promotional probationary language in §13.10 shall be applicable.
3. To a lower rated position which the affected employee previously held and successfully completed the probationary period;
4. To a lower rated position for which the affected employee has the training and qualifications to assume. The promotional probationary language in §13.10 shall be applicable.

.05 An employee designated for layoff may take a voluntary layoff, rather than exercise his/her 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 three (3) years), and has been continuously employed within the department since leaving the bargaining unit position shall be entitled to exercise his/her 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 three (3) years 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 15, 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. The workday shall include a one-half hour lunch, scheduled near the middle of the work day, taken without 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 mid-afternoon. 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.

.02 WORKWEEK. The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, for a total of forty (40) hours per week.

.03 CLEANUP. 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.

**ARTICLE 17
OVERTIME**

.01 An employee shall be paid overtime at the rate of time and one-half (1 ½) his or her 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 shall not be construed as hours in active pay status.

.02 Overtime shall be distributed as equally as possible among employees in the same job classification. Income Maintenance Workers and Social Service Workers who carry individual caseloads shall have the option of working his or her 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. Upon termination of employment, the employee shall be paid at his or her current rate of pay for all compensatory hours accrued but unused.

.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.

ARTICLE 18
SICK 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 his credit upon his 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 half (½) 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 .06.
- 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, child and/or minor 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 Department, 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 shall notify the supervisor or other designated person, within one-half (1/2) hour after the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangement with the supervisor.

.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. In the event of death of a member of the employee's immediate family, defined as current grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child or step-child, foster child, grandchild, a legal guardian or other person who stands in the place of the employee's parent (loco parentis); leave up to five (5) working days shall be granted. The employee may use accumulated sick leave for this purpose.

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 his former position no longer exists. He 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 his 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 Department 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 or 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
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

11th of November
4th Thursday in November
Friday after Thanksgiving Day
25th 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 aforementioned holidays shall receive one and one-half (1 ½) times their regularly hourly rate, in addition to their regular pay.

.05 Each employee shall be entitled to twenty-four (24) hours of personal time off per calendar year which shall be deducted from accrued sick leave. (Employee is responsible for assuring that sick leave balance is sufficient.) Personal 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 time shall not be counted toward absenteeism. Personal time may be used in four (4) or eight (8) hour increments and taken twice each calendar year without prior approval. All other personal time must be approved by the employee's immediate supervisor prior to use.

.06 In order to be eligible for the above-paid holidays, the employee must report to work and actually work his or her 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 not be accepted for purposes of this section.

.07 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.

ARTICLE 22 VACATIONS

.01 Vacations shall be earned as follows:

1. No vacation less than 1 year service completed.
2. Two (2) weeks after 1 year of service completed.
3. Three (3) weeks after 8 years of service completed.
4. Four (4) weeks after 15 years of service completed.
5. Five (5) weeks after 25 years of service completed.

.02 Vacations shall be scheduled by departmental seniority through the supervisor by May 1 of each year. Except in emergencies, and for vacation requests of less than five (5) consecutive days, the approval of vacation requests shall be based upon workload, necessary coverage within the unit, and shall not be unreasonably withheld. Requests shall be made ten (10) days in advance. All vacation requests shall be approved within five (5) days of the request.

- .03 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.
- .04 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.
- .05 Holidays which occur during the vacation period shall not be charged as vacation days.
- .06 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.
- .07 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.
- .08 Any vacation scheduled after May 1 of each year shall be on a first come, first served basis. Any conflicts in vacation scheduling after May 1 of each year shall be resolved in favor of the most senior employee by classification or unit.

**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 reimburse 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.

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, LONGEVITY, PERS PICK UP

- .01 One time lump sum payment of \$150.00 for each employee plus 1% of Bargaining Unit base salary as of March 1, 2012 which amounts to \$39,959. To be eligible, employees must be employed through February 29, 2012. This is contingent on ratification and approval by April 30, 2012.
- .02 Employees shall proceed one step per year beginning on the employee's anniversary hire date during the term of the Contract.
- .03 New hires with experience, **with exception of the Social Service Worker 3 (SSW3) positions**, of up to two (2) years within the three (3) year period prior to their date of hire, at the Ohio or any County Department of Job and Family Service will be credited with their years of service on the pay scale but seniority will start on the date of hire assuming the new hire's successful completion of the probationary period. SSW3's who are licensed will be placed at Year 3 on the wage scale unless they are already at that step or higher. Eligible licenses include: Licensed Social Worker (LSW) and Licensed Independent Social Worker (LISW).
- .04 Employees shall receive longevity in accordance with the schedule attached as Schedule "B" to be paid on the bi-weekly pay.
- .05 Employees shall receive wage rates in accordance with their classification, pay range and step as reflected in the Wage Schedules attached as Appendix "A". Parties agree to reopen Article 24.05 negotiations on or about March 1, 2013.
- .06 Employees Paid PERS Employees' payment to the employees' required contributions into the Public Employees Retirement System shall be deducted as permitted by the I.R.S.

ARTICLE 25 ON-CALL PAY

- .01 When the Employer requires that an employee in the "CARES" program be "on call", such employee shall receive thirty-five dollars (\$35.00) for each day Monday through Friday they are on "on call" status, and fifty dollars (\$50.00) for each Saturday, Sunday or holiday they are on such status, in addition to time and one-half (1 ½) the employee's regular rate of pay for time worked during the on-call period.
- .02 Those employees in the "CARES" program who are assigned to "on-call" duty shall be required to carry a cell phone at all times during the period of such duty.

.03 The on-call rotation schedule shall remain in effect for the duration of this Agreement.

.04 For the purpose of this Article, "time worked" shall include all hours required to an employee to complete an on-site visitation while on "on call" status, including all required travel time. Specifically excluded shall be time an employee on "on call" status may spend in telephone consultation and assessment.

ARTICLE 26 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 II, Life 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 or her 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 shall inform employees of any changes in the job descriptions prior to the effective date of such change.

.03 JOB AUDITS.

- A. An employee may have his or her 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 classifications rate at 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 re-classified 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 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 15, Layoff and Recall, the parties agree that:

- 1. The Department shall not contract or subcontract any work routinely performed by bargaining unit employees while any such employees are on layoff status.
- 2. The Department 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.

3. The Department 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.
4. The Department 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.
5. 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 II and/or Social Service Workers III;
 - 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.

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, the Job and Family Services Department 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 22, 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.

**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 the Portage County Department of 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 included, 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, co-workers, 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 the Portage County Department of Job and Family Services shall be entitled to the same non-discriminatory and equal treatment and application of policies.

**ARTICLE 35
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 36
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 37
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 38
UNION ORIENTATION**

.01 Once each month, the President or his or her designee shall be scheduled by the County to meet with all employees hired the prior month for one-half (½) 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 or her designee shall be compensated for up to one-half (½) at his or her regular rate of pay. For meetings scheduled outside normal working hours, no compensation to new employees is required.

**ARTICLE 39
DURATION OF AGREEMENT**

.01 This Agreement shall be effective 01/01/2012 and shall remain in full force and effect until 12/31/2014 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.

Signed this 12th day of April 2012.

FOR THE EMPLOYER AND
PORTAGE COUNTY COMMISSIONERS

Judee L. DeWitt
James R. ...

Christopher ...
Joseph ...
Marc ...

FOR LOCAL 1696

John ...
Hal ...
Barbara Castro
BK ...
Mary ...

FOR OHIO COUNCIL 8

St. P. ...

**Effective Two (2) Full Pay Periods following Date of Ratification/Approval through 12/31/2014
(If ratified/approved by 4/12/2012 then effective date is 5/14/2012)**

		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Pay Range K (previously B)		\$9.69	\$10.03	\$10.38	\$10.74	\$11.10	\$11.67	\$12.11	\$12.56	\$13.02	\$13.50	\$13.66
Account Clerk 1												
IM Aide 2	Hourly	\$9.98	\$10.33	\$10.69	\$11.07	\$11.44	\$12.02	\$12.48	\$12.94	\$13.41	\$13.91	\$14.07
PCSA Aide	Bi-Weekly	\$798.40	\$826.40	\$855.20	\$885.60	\$915.20	\$961.60	\$998.40	\$1,035.20	\$1,072.80	\$1,112.80	\$1,125.60
Vehicle Op. 1	Annually	\$20,758.40	\$21,486.40	\$22,235.20	\$23,025.60	\$23,795.20	\$25,001.60	\$25,958.40	\$26,915.20	\$27,892.80	\$28,932.80	\$29,265.60
Pay Range L (previously C)		\$9.91	\$10.24	\$10.60	\$10.98	\$11.35	\$11.92	\$12.36	\$12.83	\$13.23	\$13.79	\$13.96
Clerical Specialist 3												
	Hourly	\$10.21	\$10.55	\$10.92	\$11.31	\$11.69	\$12.28	\$12.73	\$13.21	\$13.63	\$14.20	\$14.38
	Bi-Weekly	\$816.80	\$844.00	\$873.60	\$904.80	\$935.20	\$982.40	\$1,018.40	\$1,056.80	\$1,090.40	\$1,136.00	\$1,150.40
	Annually	\$21,236.80	\$21,944.00	\$22,713.60	\$23,524.80	\$24,315.20	\$25,542.40	\$26,478.40	\$27,476.80	\$28,350.40	\$29,536.00	\$29,910.40
Pay Range M (previously D)		\$10.21	\$10.57	\$10.92	\$11.32	\$11.71	\$12.29	\$12.75	\$13.23	\$13.72	\$14.22	\$14.39
Custodial Worker												
	Hourly	\$10.52	\$10.89	\$11.25	\$11.66	\$12.06	\$12.66	\$13.13	\$13.63	\$14.13	\$14.65	\$14.82
	Bi-Weekly	\$841.60	\$871.20	\$900.00	\$932.80	\$964.80	\$1,012.80	\$1,050.40	\$1,090.40	\$1,130.40	\$1,172.00	\$1,185.60
	Annually	\$21,881.60	\$22,651.20	\$23,400.00	\$24,252.80	\$25,084.80	\$26,332.80	\$27,310.40	\$28,350.40	\$29,390.40	\$30,472.00	\$30,825.60
Pay Range N (previously E)		\$10.42	\$10.79	\$11.17	\$11.57	\$11.97	\$12.57	\$13.05	\$13.50	\$14.03	\$14.53	\$14.72
Account Clerk 2												
Lead Custodial Wrkr	Hourly	\$10.73	\$11.11	\$11.51	\$11.92	\$12.33	\$12.95	\$13.44	\$13.91	\$14.45	\$14.97	\$15.16
	Bi-Weekly	\$858.40	\$888.80	\$920.80	\$953.60	\$986.40	\$1,036.00	\$1,075.20	\$1,112.80	\$1,156.00	\$1,197.60	\$1,212.80
	Annually	\$22,318.40	\$23,108.80	\$23,940.80	\$24,793.60	\$25,646.40	\$26,936.00	\$27,955.20	\$28,932.80	\$30,056.00	\$31,137.60	\$31,532.80
Pay Range O (previously F)		\$11.18	\$11.58	\$11.98	\$12.40	\$12.84	\$13.46	\$13.98	\$14.48	\$15.03	\$15.57	\$15.77
Account Clerk 3												
Clerical Specialist 4	Hourly	\$11.52	\$11.93	\$12.34	\$12.77	\$13.23	\$13.86	\$14.40	\$14.91	\$15.48	\$16.04	\$16.24
Social Services Wrkr 2	Bi-Weekly	\$921.60	\$954.40	\$987.20	\$1,021.60	\$1,058.40	\$1,108.80	\$1,152.00	\$1,192.80	\$1,238.40	\$1,283.20	\$1,299.20
Screening Assessment Wrkr	Annually	\$23,961.60	\$24,814.40	\$25,667.20	\$26,561.60	\$27,518.40	\$28,828.80	\$29,952.00	\$31,012.80	\$32,198.40	\$33,363.20	\$33,779.20
Pay Range P (previously G)		\$11.88	\$12.30	\$12.72	\$13.17	\$13.63	\$14.31	\$14.82	\$15.38	\$15.95	\$16.52	\$16.75
CSEA Case Mgr.												
	Hourly	\$12.24	\$12.67	\$13.10	\$13.57	\$14.04	\$14.74	\$15.26	\$15.84	\$16.43	\$17.02	\$17.25
	Bi-Weekly	\$979.20	\$1,013.60	\$1,048.00	\$1,085.60	\$1,123.20	\$1,179.20	\$1,220.80	\$1,267.20	\$1,314.40	\$1,361.60	\$1,380.00
	Annually	\$25,459.20	\$26,353.60	\$27,248.00	\$28,225.60	\$29,203.20	\$30,659.20	\$31,740.80	\$32,947.20	\$34,174.40	\$35,401.60	\$35,880.00
Pay Range Q (previously H)		\$12.39	\$12.83	\$13.26	\$13.74	\$14.21	\$14.92	\$15.47	\$16.05	\$16.66	\$17.25	\$17.47
Fiscal/Eligibility Spec												
Investigator 2	Hourly	\$12.76	\$13.21	\$13.66	\$14.15	\$14.64	\$15.37	\$15.93	\$16.53	\$17.16	\$17.77	\$17.99
IM Worker 3	Bi-Weekly	\$1,020.80	\$1,056.80	\$1,092.80	\$1,132.00	\$1,171.20	\$1,229.60	\$1,274.40	\$1,322.40	\$1,372.80	\$1,421.60	\$1,439.20
Emp. Serv. Counselor	Annually	\$26,540.80	\$27,476.80	\$28,412.80	\$29,432.00	\$30,451.20	\$31,969.60	\$33,134.40	\$34,382.40	\$35,692.80	\$36,961.60	\$37,419.20

**Effective Two (2) Full Pay Periods following Date of Ratification/Approval through 12/31/2014
(If ratified/approved by 4/12/2012 then effective date is 5/14/2012)**

		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Pay Range R (previously I)		\$12.99	\$13.45	\$13.92	\$14.35	\$14.93	\$15.63	\$16.21	\$16.82	\$17.44	\$18.07	\$18.33
Training Officer												
	Hourly	\$13.38	\$13.85	\$14.34	\$14.78	\$15.38	\$16.10	\$16.70	\$17.32	\$17.96	\$18.61	\$18.88
	Bi-Weekly	\$1,070.40	\$1,108.00	\$1,147.20	\$1,182.40	\$1,230.40	\$1,288.00	\$1,336.00	\$1,385.60	\$1,436.80	\$1,488.80	\$1,510.40
	Annually	\$27,830.40	\$28,808.00	\$29,827.20	\$30,742.40	\$31,990.40	\$33,488.00	\$34,736.00	\$36,025.60	\$37,356.80	\$38,708.80	\$39,270.40
Pay Range S (previously J)		\$13.39	\$13.85	\$14.32	\$14.75	\$15.33	\$16.04	\$16.61	\$17.22	\$17.84	\$18.47	\$18.74
Social Services Wrkr. 3												
	Hourly	\$15.00	\$15.75	\$16.50	\$17.00	\$17.50	\$17.90	\$18.30	\$18.55	\$18.80	\$19.05	\$19.30
	Bi-Weekly	\$1,200.00	\$1,260.00	\$1,320.00	\$1,360.00	\$1,400.00	\$1,432.00	\$1,464.00	\$1,484.00	\$1,504.00	\$1,524.00	\$1,544.00
	Annually	\$31,200.00	\$32,760.00	\$34,320.00	\$35,360.00	\$36,400.00	\$37,232.00	\$38,064.00	\$38,584.00	\$39,104.00	\$39,624.00	\$40,144.00

APPENDIX "B"
LONGEVITY SCHEDULE
1/1/2012-12/31/2014

Years of Service	Hourly Amount
10 - 14	\$0.50
15 - 19	\$0.75
20 +	\$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 A.F.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"
RECOGNITION OF THE EMPLOYER'S
SEXUAL HARASSMENT POLICY

The employee hereby acknowledges that the Employer has established a Sexual Harassment Policy as described in detail in Article 35 of the parties' Collective Bargaining Agreement.

The employee further acknowledges that he or she has read Article 35, Sexual Harassment, and fully understands the prohibitions contained in Article 35, Sexual Harassment.

The employee also understands he or she has the option, at the employee's discretion, to bring a complaint regarding Sexual Harassment to either the Director/Designee of Job and Family Services or to the Portage County Commissioners as the employee deems to be in his or her own best interest to resolve the problem or problems in question.

I hereby verify that I have read Article 35, Sexual Harassment, of the parties' most recent Collective Bargaining Agreement and that I understand that Sexual Harassment is not to be tolerated and/or complaints may be discussed with either the Director/Designee or the Commissioners without fear of reprisal.

Employee's Signature Date

Witnessed Date

Copy to be included in Employee's Personnel File

RESOLUTION

NO. 12-0343

RE: APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PORTAGE COUNTY COMMISSIONERS/PORTAGE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND (THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) AFSCME LOCAL 1696 AND OHIO COUNCIL 8, AFL-CIO.

It was moved by Tommie Jo Marsilio, seconded by Maureen T. Frederick that the following resolution be adopted:

RESOLVED, that the Board of Portage County Commissioners does hereby approve the Collective Bargaining Agreement between the Portage County Commissioners/Portage County Department of Job and Family Services and AFSCME Local 1696 and Ohio Council 8, AFL-CIO, effective January 1, 2012 through December 31, 2014, as accepted by vote by the members of the Bargaining Unit within the Portage County Department of 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 meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Tommie Jo Marsilio, Yea; Maureen T. Frederick, Yea;

* * * * *

I, Clerk of the Board of County Commissioners, do hereby certify that the foregoing is a true copy of a resolution of the Board of County Commissioners of Portage County duly adopted April 12, 2012 and appearing upon the official records of said Board, Volume 77, Page ____.



Clerk, Portage County Board of Commissioners