

St. Clairsville, Ohio

November 22, 2016

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,037,468.17

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0021-A002-E07.000 Travel	E-0021-A002-E14.007 Unemployment	\$ 282.00
E-0056-A006-E04.011 Contract-Services	E-0021-A006-E08.003 PERS	\$ 3,248.92
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A03.002 Salaries-Jail	\$ 5,000.00
E-0131-A006-A04.002 Salaries-Road	E-0131-A006-A03.002 Salaries-Jail	\$175,000.00
E-0131-A006-A05.002 Salaries-Maint	E-0131-A006-A03.002 Salaries-Jail	\$ 25,000.00
E-0131-A006-A09.000 Medical	E-0131-A006-A18.000 Radios	\$ 15,000.00
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A03.002 Salaries-Jail	\$ 25,184.38
E-0256-A014-A11.006 Eye Care Insurance	E-0051-A001-A50.000 Budget Stabilization	\$ 5,808.60
E-0256-A014-A12.006 Dental Insurance	E-0051-A001-A50.000 Budget Stabilization	\$ 15,750.39

H00 PUBLIC ASSISTANCE FUND

FROM	TO	AMOUNT
E-2510-H000-H04.000 Contracts-Repair	E-2510-H000-H12.003 PERS	\$ 20,000.00

N83 FAIRGROUNDS SEWER PROJECT FUND

FROM	TO	AMOUNT
E-9083-N083-N04.011 Contract-Services	E-9083-N083-N11.074 Transfers Out	\$ 5,200.00
E-9083-N083-N05.013 Contract-Projects	E-9083-N083-N11.074 Transfers Out	\$31,843.47

BCSSD - VARIOUS FUNDS

FROM	TO	AMOUNT
E-3701-P003-P17.002 Salaries	E-3701-P003-P23.011 Contract Services	\$ 500.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P23.011 Contract Services	\$ 1,000.00
E-3705-P053-P07.011 Contract Services	E-3705-P053-P01.002 Salaries	\$ 20,000.00
E-3705-P053-P16.074 Transfers-Out	E-3705-P053-P09.000 Sewage Disposal	\$ 60,000.00
E-3706-P055-P02.010 Supplies	E-3706-P055-P01.002 Salaries	\$ 300.00
E-3706-P055-P05.000 Materials	E-3706-P055-P01.002 Salaries	\$ 400.00

S17 CHILDREN SERVICES FUND/BCDJFS

FROM	TO	AMOUNT
E-2765-S017-S31.000 Other Expenses/Local Levy	E-2765-S017-S27.000 Travel & Expenses	\$2,000.00

S54 COMMON PLEAS/GENERAL SPECIAL/MEDIATION SERVICES FUND:

FROM	TO	AMOUNT
E-1544-S054-S03.004 Workers' Comp.	E-1544-S054-S02.003 PERS	\$ 35.82

S70 BELMONT COUNTY SENIOR PROGRAMS FUND

FROM	TO	AMOUNT
E-5005-S070-S10.000 Facilities	E-5005-S070-S18.000 Maint/Repair-Equip.	\$ 9,000.00

S79 CERTIFICATE OF TITLE ADMIN FUND:

FROM	TO	AMOUNT
E-6010-S079-S05.000 Other Expenses	E-6010-S079-S009.004 Workers' Comp.	\$ 35.82

W80 PROSECUTOR'S VICTIM ASSISTANCE FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salaries	E-1511-W080-P06.004 Workers Comp	\$ 5.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE GENERAL FUND/BOARD OF ELECTIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the General Fund:

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers-Out	E-0181-A003-A02.000 Poll Workers-Salaries	\$40,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds as follows:

N83 BELMONT COUNTY FAIRGROUNDS SEWER PROJECT FUND AND THE GENERAL FUND

FROM	TO	AMOUNT
E-9083-N083-N11.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$97,799.47

BCSSD AND VARIOUS FUNDS

FROM	TO	AMOUNT
E-3701-P003-P32.074 Transfer Out	R-3709-P059-P05.574 Transfer In	\$ 5,058.38
E-3702-P005-P34.074 Transfer Out	R-3709-P059-P05.574 Transfer In	\$13,135.40
E-3704-P051-P16.074 Transfer Out	R-3709-P059-P05.574 Transfer In	\$ 1,318.11
E-3705-P053-P16.074 Transfer Out	R-3709-P059-P05.574 Transfer In	\$ 5,408.06
E-3705-P053-P16.074 Transfer Out	R-9014-N014-N07.574 Transfer In	\$13,458.71

T08 DOMESTIC VIOLENCE GRANT-SHERIFF FUND AND THE GENERAL FUND/VARIOUS FUNDS

FROM	TO	AMOUNT
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	\$7,360.26
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$1,332.21
E-5105-T008-T03.006 Health Insurance	E-0256-A014-A06.006 Group & Liability	\$2,956.52
E-5105-T008-T04.004 Workers Comp	E-0256-A014-A14.004 Workers Comp	\$294.41
E-5105-T008-T08.005 Medicare	E-0256-A014-A07.005 Medicare	\$73.60

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 4, 2016******N83 FAIRGROUNDS SEWER PROJECT FUND**

E-9083-N083-N11.074	Transfers Out	\$60,756.00
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W81 DRETAC FUND/PROSECUTOR'S

E-1510-W081-P06.004	Workers Comp	\$516.15
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****NOVEMBER 22, 2016******A00 GENERAL FUND**

E-0051-A001-A08.000	Travel and Expenses	\$ 199.00
E-0051-A001-A50.000	Budget Stabilization	\$ 2,721.87
E-0054-A006-F03.000	Utilities	\$ 581.04
E-0131-A006-A09.000	Medical	\$ 338.54
E-0257-A015-A15.074	Transfers Out	\$97,799.47

B00 DOG & KENNEL FUND

E-1611-B000-B02.002	Salaries-Employees	\$ 69.30
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E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$1,902.00
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E11 9-1-1 WIRELESS FUND

E-2300-E011-E01.011	Contract Services	\$8,317.39
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$1,833.33
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L05 WATERSHED COORDINATOR GRANT FUND/BSWCD

E-1815-L005-L15.006	Hospitalization	\$3,000.00
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P55 SSD #3A REVENUE (PENWOOD)FUND

E-3705-P055-P01.002	Salaries	\$4,000.00
E-3706-P055-P07.011	Contract Services	\$5,000.00
E-3706-P055-P13.003	P.E.R.S.	\$ 500.00
E-3706-P055-P15.000	Other Expenses	\$5,400.00
E-3706-P055-P35.005	Medicare	\$ 100.00

BOARD OF DD/VARIOUS FUNDS

E-2413-S069-S01.011	Contract-Services	\$1,000,000.00
E-2412-S068-S04.011	Contract-Services	\$1,000,000.00
E-2411-S067-S20.000	Other Expenses	\$ 500,000.00

T08 DOMESTIC VIOLENCE GRANT-SHERIFF FUND

E-5105-T008-T01.002	Salaries	\$7,360.26
E-5105-T008-T02.003	PERS/SPRS	\$1,332.21
E-5105-T008-T03.006	Health Insurance	\$2,956.52
E-5105-T008-T04.004	Workers Comp	\$294.41
E-5105-T008-T08.005	Medicare	\$73.60

T11 COMMISSIONERS' CDBG FUND

E-9702-T011-T01.000	Grants	\$3,366.00
E-9702-T011-T02.000	HOME Grant Expenses	\$7,036.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS**FOR VARIOUS FUNDS/CLOSED CARRY-OVER PO'S**

Motion made by Mrs. Favede, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 22, 2016:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION**A00 General Fund**

PO # 609176	E-0069-A011-A11.000	GIS Project	\$ 21,609.50
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N83 Fairgrounds Sewer Project Fund

PO # 521256	E-9083-N083-N04.011	Contract Services	\$ 5,200.00
PO # 521257	E-9083-N083-N05.013	Contract Projects	\$31,843.47

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Thomas	Yes
Mr. Coffland	Yes

IN THE MATTER OF REQUEST FOR CERTIFICATION

OF MONIES BY THE BUDGET COMMISSION

Motion made by Mrs. Favede seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

A00 GENERAL FUND/WORKERS COMP. 2015 REBATES-\$2,721.87 deposited into R-0050-A00-A45.500 on 11/16/16.

B00 DOG & KENNEL FUND/WORKERS COMP. 2015 REBATES-\$69.30 deposited into R-1600-B000-B07.500 on 11/16/16.

BELOMAR REGIONAL COUNCIL/T11 FUND-

\$3,366.00 draw #224-deposited into R-9702-T011-T01.501 on 11/09/16

\$7,036.00 draw #225-deposited into R-9702-T011-T02.501 on 11/09/16

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated November 22, 2016, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:

COMMISSIONERS-Matt Coffland, Ginny Favede and Mark Thomas to Columbus, OH, on December 4-6, 2016, to attend the CCAO/CEAO Annual Winter Conference & Trade Show. County vehicles will be used for travel.

CORONERS-Timothy Skinner to Worthington, OH, on December 2-4, 2016, to attend training for Coroner's and Investigators.

DJFS-Jim Kapolka to Canton, OH, on December 6, 2016, to attend APS Training. Christine Parker to Columbus, OH, on December 5-6, 2016, to attend the Differential Response Leadership Council. County vehicles will be used for travel. Estimated expenses: 197.20

SSD-Alec Dombroski to Minerva, OH, on November 30, 2016, for the disposal of asbestos materials at Minerva Enterprises. A county vehicle will be used for travel. Rich Maleski to Belington, WV, on December 12, 2016, to view a Hydro Dyne Center Flow Screen for possible design for Fox Shannon Wastewater Treatment Plant.

SENIORS-Kay Driscoll to Amish Country on December 1, 2016, for a senior outing. Donna Steadman to Moundsville, WV, on December 1, 15, 20 & 27, 2016, for a senior outing to Four Seasons Pool. Sue Hines to Triadelphia, WV, on December 2, 2016, for a senior outing at the Highlands. Tish Kinney to Wheeling, WV, on December 10, 2016, for a senior outing to attend the Capital Music Hall Christmas Show. Donna Steadman to Cambridge, OH, on December 12, 2016, for a senior outing to Dickens Victorian Village. Daisy Braun to Wheeling, WV, on December 15, 2016, for a senior outing to Olgebay's Festival of Lights & Perkins Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 16, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

Commissioner Favede made the following announcements:

- The meeting of Wednesday, December 7, will convene at **11:30 a.m.** instead of 9:00 a.m. due to Project Best Holiday Breakfast Meeting.
All other meetings in December will be held on Wednesdays at 9:00 a.m. as usual.
- The Board of Commissioners is accepting applications to fill a vacancy on the Law Library Resource Board. Interested parties can contact the commissioners' office at [740-699-2155](tel:740-699-2155) to request an application. Applications will be accepted through Friday, December 9, 2016.

IN THE MATTER OF APPROVING THE REAPPOINTMENT OF PHILIP J. ANDES TO THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mrs. Favede, seconded by Mr. Coffland to reappoint Mr. Philip J. Andes to the Belmont County Board of Developmental Disabilities for a four-year term, effective January 1, 2017 through December 31, 2020.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADVERTISING A NOTICE OF VACANCY FOR BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to advertise a notice of vacancy for the Belmont County Board of Developmental Disabilities pursuant to ORC 5126.027.

PUBLIC NOTICE OF BOARD VACANCY

The Belmont County Board of Commissioners is seeking applicants to fill a vacancy on the Belmont County Board of Developmental Disabilities for a four-year term commencing January 1, 2017 and ending Dec. 31, 2020. Interested parties are asked to contact the BCBDD Superintendent's Office at [740-695-0233](tel:740-695-0233) to request an application on or before December 12, 2016.

By Order of the Belmont County Board of Commissioners

Jayne Long /s/

Jayne Long, Clerk

Times Leader Ad (2) days – November 26 and November 27, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ACCEPTING RESIGNATION OF
MEG BIZZARRI/LAW LIBRARY RESOURCE BOARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Meg Bizzarri as a member of the Belmont County Law Library Resource Board effective November 10, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ACCEPTING RESIGNATION OF
LARRY BARBE/SSOBC DRIVER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Larry Barbe, full-time driver for Senior Services of Belmont County, effective December 31, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING APPLICATION FOR
USE OF MUNICIPAL STREET FUNDS/VILLAGE OF HOLLOWAY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Village of Holloway's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$24,659.64, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

Trail Run/Pratt Street (50 ft. each street intersection only)
Center Street/West Street (Intersection only)
3rd Street (SR 331 to Ashton Street)

Note: The estimated cost is \$25,119.60 of which \$24,659.64 is from this source.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADOPTING RESOLUTION
TEMPORARILY REDUCING LEGAL AXLE LOAD
LIMIT ON WAYNE TOWNSHIP ROADS/ENGINEER**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following resolution:

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

Whereas, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

Whereas, the Belmont County Engineer has recommended that the Wayne Township Trustees' request be granted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2016 and ending April 15, 2017.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

**IN THE MATTER OF APPROVING AND SIGNING
CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
LAYNE HEAVY CIVIL/RADIAL COLLECTOR WELL REHABILITATION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Certificate of Substantial Completion for Layne Heavy Civil for the **Radial Collector Well Rehabilitation** project based upon the recommendation of Jeff Vaughn, Project Engineer and Kelly Porter, Director, Belmont County Sanitary Sewer District; Date of Substantial Completion: May 19, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

**IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING TENTATIVE PACKAGE
AND COLLECTIVE BARGAINING AGREEMENT BETWEEN BOARD OF COMMISSIONERS
AND 911 DISPATCHERS AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

**RESOLUTION APPROVING TENTATIVE PACKAGE
AND
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BELMONT COUNTY BOARD OF COMMISSIONERS
AND
BELMONT COUNTY 911 DISPATCHERS
AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

BY THE BOARD OF COUNTY COMMISSIONERS:

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board of County Commissioners that the tentative collective bargaining agreement reached in SERB Case No. 2016-MED-08-0743 AND 2016-MED-08-0744 by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that the tentative collective bargaining agreement reached in SERB Case No. 2016-MED-08-0743 AND 2016-MED-08-0744 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Employer's authorized representative, is authorized to execute the attached legislative and non-legislative collective bargaining agreement on behalf of the Employer.

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the foregoing resolution and upon roll call the vote was as follows:

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

ADOPTED at a regular meeting of the Board of County Commissioners, Belmont County, Ohio, this 22nd day of November, 2016.

**AGREEMENT
BETWEEN
BELMONT COUNTY BOARD OF COMMISSIONERS
AND
BELMONT COUNTY 911 DISPATCHERS
AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
2016-MED-08-0743
2016-MED-08-0744
January 1, 2017 to December 31, 2019**

FULL-TIME/PART-TIME

**ARTICLE 1
PREAMBLE/PURPOSE**

SECTION 1.1. This Agreement, entered into by the Belmont County 911, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P. OHIO LABOR COUNCIL", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreement between the parties governing the wages, hours, terms and other conditions of employment, for those employees included in the bargaining units as defined herein.

SECTION 1.2. To provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the Employer and the members of the bargaining unit.

FULL-TIME/PART-TIME

**ARTICLE 2
UNION RECOGNITION**

SECTION 2.1. The Employer recognizes the F.O.P. OHIO LABOR COUNCIL as the sole and exclusive representative for those employees included in the bargaining units, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

SECTION 2.2. The Bargaining units include all full-time, part-time dispatchers and shift supervisors as set forth in the certification issued by the Ohio State Employment Relations Board as described in Case Nos. 01-REP-02-0035 and 02-REP-09-0191.

Excluded from inclusion in this bargaining unit are all part-time employees, the Director, Administrative Assistant, all other supervisors, managers, confidential and casual employees as defined in ORC 4117.01.

FULL-TIME/PART-TIME

**ARTICLE 3
DUES DEDUCTION**

SECTION 3.1. The Employer agrees to deduct F.O.P., Ohio Labor Council membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of the first sixty (60) days of their employment.

SECTION 3.2. The Employer agrees to deduct regular F.O.P., Ohio Labor Council membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct F.O.P., Ohio Labor Council dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. Any employee who chooses not to become a member of the F.O.P., Ohio Labor Council shall, as a condition of employment, have deducted from his check a fair share fee in an amount equivalent to F.O.P., Ohio Labor Council dues. Such deduction shall be made under the same terms as dues deductions. All dues, fees and assessments deducted from employee's pay (together with a list from whom deductions were made) shall be remitted to the F.O.P., Ohio Labor Council, 222 East Town Street, Columbus Ohio 43215-4611 once each calendar month.

SECTION 3.3. The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this Article regarding the deduction of F.O.P., Ohio Labor Council dues. The F.O.P., Ohio Labor Council hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article

SECTION 3.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the F.O.P., Ohio Labor Council.

SECTION 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of F.O.P., Ohio Labor Council dues.

SECTION 3.6. The parties agree that neither the employees nor the F.O.P., Ohio Labor Council shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P., Ohio Labor Council dues deduction would normally be made deducting the proper amount.

SECTION 3.7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P., Ohio Labor Council one (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction

FULL-TIME/PART-TIME

**ARTICLE 4
F.O.P. OHIO LABOR COUNCIL REPRESENTATION**

SECTION 4.1. Non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Employer has the right to restrict the number of non-employee representatives admitted to the Employer's facility at any one time. The F.O.P., Ohio Labor Council agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

SECTION 4.2. The Employer will recognize three (3) employees selected by the F.O.P., Ohio Labor Council, to act as representative of the Bargaining Unit Members for the purpose of processing grievances at steps of the grievance procedure or attending meetings as authorized herein

SECTION 4.3. The local representative shall confine his F.O.P., Ohio Labor Council activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representatives to be held during regular duty hours, without loss of regular pay or benefits. No Employee shall be disciplined for properly engaging in Union Activity. Union representatives attending grievance hearings or other meetings on their "off shift", do so on their own time.

SECTION 4.4. Where grievance hearings, or other meetings, have been authorized by the Employer, or his representatives, to be held during regular duty hours of the aggrieved employee, the F.O.P., Ohio Labor Council representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The F.O.P., Ohio Labor Council representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

SECTION 4.5. The F.O.P., Ohio Labor Council shall provide to the Employer of its representatives, which is to be kept current at all times and shall include the following.

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor

No employee shall be recognized by the Employer as an F.O.P., Ohio Labor Council representative until the F.O.P., Ohio Labor Council has presented the Employer with written certification of that person's selection as outlined above.

SECTION 4.6. Any F.O.P., Ohio Labor Council employee representative shall cease unauthorized F.O.P., Ohio Labor Council activities immediately upon any order by the director of the Belmont County 911.

SECTION 4.7. The Employer agrees that, except for a declared emergency, one (1) delegate or alternate to the annual conventions of the F.O.P., Ohio Labor Council shall be granted accrued leave, with pay, for the purpose of participating in such conventions. Such leave shall not be more than three (3) tours of duty. Such leave will be approved upon receipt of two (2) weeks advance written notification by the F.O.P., Ohio Labor Council. Accrued leave is to be vacation time or personal days.

FULL-TIME/PART-TIME

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1. The Employer possesses sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement or in O.R.C. 4117.

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Directs, supervises, evaluates, or hires employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, disciplines, demotes, or discharges for just cause;
- F. Determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;
- G. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, lack of funds, or a job abolishment due to lack of funds;
- H. Determine the adequacy of the work force;
- I. Determine the mission of the department as a unit of government;
- J. Effectively manages the work force;
- K. Take actions to carry out the mission of the department as a governmental unit.

SECTION 5.2. The F.O.P., Ohio Labor Council recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

FULL-TIME/PART-TIME

ARTICLE 6

NON-DISCRIMINATION

SECTION 6.1. Neither the Employer nor the F.O.P., Ohio Labor Council shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, ancestry, military status, disability or national origin.

SECTION 6.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 6.3. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may not be appealable to arbitration through the grievance procedure contained in this Agreement until the Employer, the employee, and their representatives have met at Step 1 and 2 of the grievance procedure in an effort to resolve the alleged violation prior to the appeal to either of these agencies and the employee has filed a complaint with either of these agencies, and the complaint is rejected.

SECTION 6.4. The Employer agrees not to interfere with the rights of bargaining unit employees to become, or not become, members of the F.O.P., Ohio Labor Council, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P., Ohio Labor Council membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., Ohio Labor Council, as long as the activity does not conflict with the terms of this Agreement.

SECTION 6.5. The F.O.P., Ohio Labor Council agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P., Ohio Labor Council, and the F.O.P., Ohio Labor Council shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P., Ohio Labor Council or involvement in the F.O.P., Ohio Labor Council.

FULL-TIME/PART-TIME

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 7.1. 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 changes in the Articles of this Agreement nor those matters not covered by this Agreement.

SECTION 7.2. All grievances must be processed at the proper step in order to be considered at the subsequent steps, unless the parties mutually agree otherwise in writing.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

SECTION 7.3. It is the mutual desire of the Employer and the F.O.P., Ohio Labor Council to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with the F.O.P., Ohio Labor Council representative, if the former desires, must identify the alleged grievance on a grievance form to the Supervisor within fourteen (14) calendar days after the employee knew or should have known of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

Step 2: If the grievance is not satisfactorily resolved in Step 1, the grievant, with the F.O.P., Ohio Labor Council representative, if the former desires, may refer the grievance to the Deputy Director within seven (7) calendar days after receiving the Step 1 reply. The Deputy Director shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the employee, with the appropriate F.O.P., Ohio Labor Council representative, if

the former desires, may refer the grievance to the 911 Director within seven (7) calendar days after receiving the Step 2 reply. The Director shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P., Ohio Labor Council representative, if the former desires. The Director shall investigate and respond to the grievant and/or appropriate, F.O.P., Ohio Labor Council representative with seven (7) calendar days following the meeting.

Step 4: Arbitration:

If the grievance is not satisfactorily settled in Step 3, the F.O.P., Ohio Labor Council may make written notification that the grievance will be submitted to binding arbitration. A notification for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of the intent to arbitrate, the Employer or his designee and the representative of the F.O.P., Ohio Labor Council shall, within fourteen (14) calendar days following the notice for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. A coin toss shall be used to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles in this Agreement. He may not modify or amend the Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The findings of the arbitrator shall be binding on all parties. (Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the F.O.P., Ohio Labor Council in the event an alternate list is requested by mutual agreement of the parties). All costs directly related to the services of the arbitrator shall be equally divided between the Employer and the F.O.P., Ohio Labor Council. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees are split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

SECTION 7.4. All grievances should contain all of the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Supervisor or Management.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

SECTION 7.5. A grievance may be filed by bargaining unit members, or by the F.O.P., Ohio Labor Council, as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The F.O.P., Ohio Labor Council shall not process a grievance on behalf of any member without the member's knowledge and consent. The F.O.P., Ohio Labor Council shall attach a list of names of the members who have consented to the grievance at Step 2. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure. A bargaining unit member has the right to present grievances and have them adjusted, with or without the intervention of the F.O.P., Ohio Labor Council, as long as the adjustment is consistent with the terms of the Agreement and as long as the F.O.P., Ohio Labor Council may be present at the adjustment.

SECTION 7.6. The Employer shall provide the F.O.P., Ohio Labor Council with a list of management's designated representatives for each step of the grievance procedure.

FULL-TIME/PART-TIME

**ARTICLE 8
CORRECTIVE ACTION**

SECTION 8.1. No employee shall be disciplined or discharged except for just cause.

SECTION 8.2.

A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall normally consist of an oral warning, written reprimand, short-term suspension, and either a long term suspension or demotion prior to discharge.

B. Progressive discipline shall take into account the nature of a similar violation or the employee's record of discipline for previous gross misconduct.

C. The Employer agrees a pre-disciplinary hearing shall take place prior to any discharge or suspension. This hearing is to be held between the Employer, the employee, and their representatives before a party designated by the Employer. The Employer may suspend the employee with pay, pending disposition of the pre-disciplinary hearing.

SECTION 8.3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 8.4. All disciplinary investigations shall be conducted in accordance with the provisions of this Article.

A. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisor. However, prior to an employee being asked questions during an internal non-criminal investigation, which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have F.O.P., Ohio Labor Council representation.

The F.O.P., Ohio Labor Council representation shall be the Union Associate for the employee's bargaining unit, if no F.O.P., Ohio Labor Council representative is available within a reasonable period of time.

B. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at the overtime rate of pay for any time the employee arrives at the work site or any other facility that the questioning may be conducted, until such time he or she is released to off duty status.

C. Any employee who refuses to answer questions may be charged with insubordination, only after receiving at least one warning that his continued refusal to answer questions may lead to disciplinary action and being read his "Garrity Rights"

D. No polygraph or truth verification test may be administered without the voluntary consent of the employee.

E. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.

F. Prior to any suspension without pay or termination of an employee, the employee will be afforded seventy two hour (72) notice of the charges against him and an opportunity to review the evidence against him, and cross examining any witnesses against him prior to responding

in his own defense. An employee shall have an F.O.P., Ohio Labor Council representative and/or attorney to assist him in responding to the charges at a disciplinary hearing before a decision is made for a suspension without pay or termination.

G. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. If the affected employee is in disagreement with the action taken by the Employer, he may file a grievance at Step 2 in accordance with the grievance procedure contained in this Agreement. Such grievance shall be filed within fourteen (14) calendar days.

FULL-TIME/PART-TIME

ARTICLE 9

RULES AND REGULATIONS

SECTION 9.1. Work Rules: The Employer shall ensure that all current permanent work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

SECTION 9.2. New Work Rules: The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

SECTION 9.3. Effect of Work Rules: A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 9.1 and/or 9.2 of this Article.

FULL-TIME/PART-TIME

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

SECTION 10.1. In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least five (5) working days in advance of the requested meeting day. 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 held within a reasonable time period.

SECTION 10.2. The purpose of such meeting shall be limited to:

- A. Notify the F.O.P., Ohio Labor Council of changes made by the Employer, which affect bargaining unit employees.
- B. Disseminate general information of interest to the parties.
- C. Give the Bargaining Unit Representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- E. Discuss ways to increase productivity and improve efficiency.
- F. Consider and discuss health and safety matters relating to employees.

SECTION 10.3. There shall be no more than three (3) representatives for each party in attendance at the Labor/Management Conference.

FULL-TIME/PART-TIME

ARTICLE 11

PERSONNEL FILES

SECTION 11.1. The Belmont County 911 administration shall only have one (1) official personnel file in the personnel office. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

SECTION 11.2. The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the employee's personnel file. If an employee receives a verbal or written reprimand placed in their file, the FOP union representatives will also be forwarded a copy of all associated paperwork.

SECTION 11.3. Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance.

SECTION 11.4. The parties agree to abide by ORC 149.43 as it pertains to public records.

FULL-TIME/PART-TIME

ARTICLE 12

BULLETIN BOARDS/MISCELLANEOUS

SECTION 12.1. The Employer agrees to provide space for bulletin boards in the Break Room of the 911's Office for use by the F.O.P., Ohio Labor Council.

SECTION 12.2. The bulletin boards may be used by the Lodge or Labor Council for posting notices of the following type:

- A. Recreational and social events.
- B. F.O.P., Ohio Labor Council elections and elections results.
- C. General membership meetings and other related business meetings.
- D. General Lodge business of interest to members.

It is understood that no material may be posted on the Union bulletin board at any time, which contain the following:

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous or derogatory attacks upon the administration.
- C. Attacks on any other employee organization, regardless of whether the organization has local membership and,
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

SECTION 12.3. No F.O.P., Ohio Labor Council related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the F.O.P., Ohio Labor Council.

SECTION 12.4. Items in violation of any provision of this Article shall be cause for the Employer to ask the F.O.P, Ohio Labor Council to remove said item or items.

SECTION 12.5. The F.O.P., Ohio Labor Council shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to F.O.P., Ohio Labor Council business or bargaining unit representation to the bargaining unit members. The F.O.P., Ohio Labor Council agrees that the use of the mailboxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P., Ohio Labor Council business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or 911's Office business. All mail placed into the mailboxes by the F.O.P., Ohio Labor Council shall be the property of bargaining unit members to whom it is addressed, and such mail shall not be subjected to the Employer's review.

SECTION 12.6. It is agreed that the F.O.P., Ohio Labor Council shall be permitted, upon a three (3) day notification in writing to the Director or his designee, to place a ballot box at the 911's Office up to two (2) times per calendar year for the purpose of collecting members' ballots on issues relating to ratification, modification, or maintenance of this Agreement. Such boxes shall be the property of the F.O.P., Ohio Labor Council and neither the ballot boxes nor their contents shall be subject to the Department's review. The F.O.P., Ohio Labor Council shall take measures to secure the ballot box in the designated location and to protect it from tampering. The method of securing shall be that only an F.O.P., Ohio Labor Council official shall be able to remove the ballot box. To further ensure security, the F.O.P., Ohio Labor Council may assign at least one (1) off-duty F.O.P., Ohio Labor Council member to oversee the F.O.P., Ohio Labor Council balloting activity.

SECTION 12.7. The Union may schedule the 911 Board Room for Union meetings and other authorized union activities whenever available.

FULL-TIME/PART-TIME

ARTICLE 13

SENIORITY

SECTION 13.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

SECTION 13.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

FULL-TIME/PART-TIME

ARTICLE 14
LAYOFF AND RECALL

SECTION 14.1. When the Employer determines that a layoff is necessary due to lack of work, lack of funds, or a job abolishment (permanent deletion of a position/job function) due to a lack of funds, the affected employees shall be notified at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the F.O.P., Ohio Labor Council, agrees to meet and discuss the impact of the layoff on the bargaining unit employees.

SECTION 14.2. Employees will be laid off in accordance with their seniority within the classification with the least senior employee being laid off first. All temporary, intermittent, part-time, and seasonal employees in the classification will be laid off before full-time employees.

SECTION 14.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section in which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

SECTION 14.4. Employees reinstated in the same classification from which the layoff occurred shall be paid at the same rate of pay at the time of recall, without loss of any seniority.

SECTION 14.5. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P., Ohio Labor Council. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 14.6. The recalled employee shall have three (3) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by the employee and Employer.

SECTION 14.7. The Employer shall not contract out any bargaining unit work for any classification.

ARTICLE 15
LEAVES AND LEAVES OF ABSENCE

SECTION 15.1. Leave Without Pay: Employees may be granted the following types of unpaid leaves of absence:

A. Disability Separation Leave

A physically incapacitated employee may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
- 3.

Is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. If the Employer designates a physician to determine if an employee is incapacitated and the Employer's physician declares the employee incapacitated, then the Employer will support any claim filed by the employee for disability to the Ohio Public Employees Retirement System. It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when the employee's sick leave or disability leave has expired. Time spent on disability leave prior to a disability separation shall be considered part of the two (2) year time period.

B. Educational Leave

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the 911's Office by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

C. Disability Leave

Upon request to the Employer, an employee who becomes ill, injured or pregnant shall be granted leave of absence without pay. The employee shall use all accrued sick leave before going on disability leave, subject to the Sick Leave Article.

A medical statement is required indicating the probable period the employee will be unable to work, as well as, the nature and cause of the disability. Should the disability leave of absence without pay exceed six (6) months, the employee may request and be granted a disability separation. If the Employer has reason to believe the employee's illness, injury or pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or disability leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal, and pertinent medical records may be released to the Employer's physician.

D. Maternity Leave

Upon request to the Employer, an employee who becomes pregnant may be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article. All maternity leave and/or Disability leave for maternity reasons shall comply with the Family and Medical Leave Act of 1993.

E. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

F. Authorization for Leave

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. Authorization for leave may not be granted in a disparate manner.

A leave of absence shall be requested on the standard Request for Leave Form.

G. Sick Leave Credit and Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

H. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written certified notice to the employee and the employee may be subject to corrective action.

I. Reinstatement From Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension for a justifiable cause within the various maximum time limits established under this Article.

J. Insurance Premiums During Leaves

Where an employee has requested, and been granted, a disability separation leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit programs in accordance with the FMLA from the date of approval of the leave, provided the employee makes arrangements with the Employer for the payment of the legally required monthly premiums.

SECTION 15.2. Leaves with Pay: Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside

of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, arbitration, and Board or Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., these absences would be leave without pay or vacation.

B. Military-Leave

All employees who are members of the Ohio National Guard, the Ohio organized militia, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in ORC 5903.01 for up to twenty-two (22) eight (8) hour workdays or not to exceed one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. This service does not need to be in one continuous period of time.

Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered, by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of emergency.

D. Bereavement Leave

Bargaining unit employees shall be granted up to four (4) days of bereavement leave with pay for death in the immediate family, defined as mother, father, employee's spouse, child, or step-child, brother, sister, step-mother or father, step-brother or sister, and employee's grandparent. Bargaining unit employees shall be granted up to two (2) days of bereavement leave with pay and the option of two (2) additional days charged to the employee's sick leave, for death of mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchildren and step-grandchildren. The Employer may grant up to two (2) days leave, charged to an employee's Sick Leave, for the death of an employee's Aunt or Uncle (not Great), Niece or Nephew, or Spouse's Grandparent.

One (1) day of bereavement leave (or Sick Leave, in lieu of Bereavement Leave) must be utilized for the day of the funeral. The two days of bereavement leave will not be charged to any other earned leaves. Additional time off without pay, or additional leave chargeable to sick leave may be arranged at the discretion of the Employer.

E. Family Medical Leave (FMLA)

Family Medical Leave (FMLA) Employees shall use their accrued sick leave prior to making the transition to unpaid status during an authorized Family and Medical Leave.

FULL-TIME

**ARTICLE 16
SICK LEAVE**

SECTION 16.1. All employees shall receive sick leave credit at the rate of 4.6 hours per eighty (80) hours of active pay status, but not during leaves of unpaid absence or layoffs.

SECTION 16.2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour. Sick leave shall not count as hours worked for over-time purposes.

SECTION 16.3. The unused sick leave of an employee shall accumulate without limit.

SECTION 16.4. Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

- A. All employees must notify the acting shift supervisor on duty at the communications center Director or designee in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.
- B. No sick leave in excess of (3) three consecutive days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification, if the employee is under treatment by a physician. Any employee off sick more than three (3) consecutive scheduled work days will be required to present a return to work from a licensed physician before returning to work.
- C. All employees having any serious contagious disease in their families shall immediately notify the Director or designee and shall not report to work until released to do so by the proper authority.
- D. Where sick leave is requested to care for a member of the immediate family in excess of three (3) consecutive days, and the family member is under treatment by a physician, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family for sick leave purposes shall consist of: parents, grandparents, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, or any legal guardian or other person(s) who stands in place of a parent.
- E. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.
- F. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.
- G. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

SECTION 16.5. Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

- A. Illness or injury of the employee or a member of his/her immediate family where employee's presence is medically necessary.
- B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

SECTION 16.6. If at any time the Director or designee detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern, the employee will be referred to the Director.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

SECTION 16.7. An employee with ten years of service, at the time of retirement from active service with the county, may elect to be paid in cash for one-fourth of the value of his/her earned but unused sick leave credit up to a maximum of one hundred twenty (120) days. The maximum of such payment shall not exceed two hundred and forty (240) hours, thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

SECTION 16.8. As an incentive for employees not to abuse sick leave, the Employer and the Union agree to implement the following incentive program

For the period (January 1-June 30 and July 1-December 31), employees will be rewarded for not using sick leave during that period. Employees will be awarded personal hours to be taken at the employee's discretion within the calendar year that they were awarded and manpower permitting as determined by management.

Personal hours shall be awarded as follows:

<u>Sick Leave Used</u>	<u>Personal Days Awarded</u>
0 Shifts or Zero Hours	36 Personal Hours
1 Shift or 10 hours less	24 Personal Hours
2 Shifts or 20 hours or less	12 Personal Hours

Personal leave is non-accumulative. Any Personal Leave Hours earned here, and not used in the calendar year that it was awarded, will be paid

out to the employee on the pay period that includes January 1st of each year.

The use of personal hours shall be submitted and approved by the Director or his designee twenty-four (24) hours prior to the requested time off. Personal hours must be used in increments of four (4) hours at a time. Time limit for the request of Personal Leave may be waived by management in exigent circumstances.

**ARTICLE 17-A FULL-TIME
HOURS OF WORK**

SECTION 17A.1. The standard pay period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours. The workweek shall be computed between 8:01 a.m. on Sunday of each calendar week and at 08:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

SECTION 17A.2. Active pay status shall include all scheduled work hours, as well as, all hours while on approved, holidays, personal days, and vacation. However, sick leave shall not count as hours worked for overtime purposes.

SECTION 17A.3. In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

SECTION 17A.4. Monthly changes of shift does not constitute an overtime situation as long as there is a minimum of eight (8) hours between shifts.

**ARTICLE 17-B PART-TIME
HOURS OF WORK**

SECTION 17B.1. The work period shall be computed between 8:01 a.m. on Sunday of each calendar week and at 8:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

SECTION 17B.2. Active pay status shall include all scheduled work hours and sick leave, except sick leave shall not count as hours worked for overtime purposes.

SECTION 17B.3. In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

**ARTICLE 17-C PART-TIME
PART-TIME EMPLOYEE SCHEDULING**

SECTION 17C.1. Part-time dispatchers are to turn in an availability schedule at the Director's direction, however, the Director shall not require such schedules more than sixty (60) days in advance. Issues regarding scheduling are a proper topic for Labor Management Meetings. An attempt will be made to schedule each part-time employee a minimum of eight (8) or twelve (12) hours per week depending on the scheduling priorities of the Agency. The hours of work scheduled per part time employee may vary based on operational requirements.

SECTION 17C.2. A part-time employee must timely provide availability and actually work a minimum of two (2) days or twenty four (24) hours a month, unless these requirements are waived for the employee on a month by month basis at the sole discretion of the Director. Employees who fail to abide by these provisions shall be considered to have voluntarily resigned their working relationship with Belmont County 911.

SECTION 17C.3. When approached to work to fill vacant shift in the schedule, a part-time employee may refuse no more than two (2) times per calendar month. If the number of refusals exceeds the above stated amount, the employee shall be considered to have voluntarily resigned their working relationship with Belmont County 911. In addition, a part-time employee must respond and accept or reject the Employer's request to work within twenty (20) minutes of the Employer's request. Part time employees accepting a request to work will report as directed, or in as short of a time period as is reasonably possible. Failure to timely respond or timely report will be considered a refusal to work and applied to the employee's monthly count.

Family emergencies, other employment requirements, or other extenuating circumstances, as deemed reasonable by the Director, shall excuse a part time employee from being assigned to the open shift. It is the responsibility of the employee to timely submit adequate documentation of said excuses to the Director.

Notice of resignations of part time employees pursuant to the above will be sent to the employee's last known address, and a copy provided to the local FOP/OLC President or designee.

SECTION 17C.4. The parties agree, six (6) calendar months following implementation of this article, to meet utilizing the Labor Management Committee and discuss the application of this article.

**ARTICLE 18
OVERTIME**

SECTION 18.1. Bargaining unit members shall be compensated at straight time for all hours in paid status, except that any hours in excess of eight (8) hours or twelve (12) hours based on assigned work schedule in a work day or over forty (40) hours in any week shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay. Overtime shall be prior approved by the Director, or his designee unless an emergency exists that requires immediate response.

SECTION 18.2. The Employer shall equally distribute overtime opportunities among qualified employees with the full time employees currently having right of first refusal for overtime opportunities. If all full-time and part-time employees refuse, then a full-time employee will be mandated in inverse order by seniority.

Personal Leave Days: Employees shall receive thirty-six (36) hours of Personal Time off per year for each full-time employee. Said personal hours shall be issued every January 1 and may be scheduled with a minimum of twenty-four (24) hours' notice prior to the date requested, except in exigent circumstances, in which the notice may be waived by management. These Personal Hours must be used in increments of four (4) hours at a time. Employees may cash in their unused personal leave hours during the calendar year in which they are issued. All unused personal hours will expire on December 31st of each calendar year. Any Personal Leave hours not used in the calendar year that it was awarded will be paid out to the employee on the pay period that includes January 1st of each year. This benefit shall be prorated for new hires as twelve (12) hours every four (4) months.

SECTION 18.3. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time, unless overtime has been approved by the Employer.

SECTION 18.4. There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

SECTION 18.5. If a bargaining unit member's days off abut his/her vacation consisting of all regularly scheduled work days between scheduled days off, they shall not be subject to a mandatory call in. The stretch of time off must begin and end with a Vacation day, and both vacation days must be abutted by days off, in order to be protected from mandatory call-in. Up to three (3) employees of the agency may be off on Vacation or Personal time at the same time, only in cases where one of these three days is a scheduled day off, protected by the above mandatory call-in restriction.

SECTION 18.6. Employees scheduled for stand-by status shall earn a stand-by supplement of two dollars (\$2.00) per hour, effective upon ratification of this contract. Stand-by schedule shall be implemented through labor management agreement. Included in scheduling for stand-by will be both full and part time bargaining unit employees. Employees scheduled and paid for stand-by status shall be free to use their time as they please, but in order to receive the stand-by pay supplement employees must be readily available to report to work when directed in as short a time as is reasonably possible. The bargaining unit chairperson or designee shall be responsible for scheduling the standby employee. Standby responsibilities shall be rotated as equitably as possible among all bargaining unit employees, first utilizing full-time employees and only then offered to part-time employees.

**ARTICLE 19
REPORT IN AND CALL-IN WORK**

SECTION 19.1. Any bargaining unit employee who accepts an authorized request to work during hours outside his regularly scheduled time, shall be paid in the following manner after reporting to his regular work assignment:

A. Any bargaining unit employee called, while at home, and required to begin work any time more than one (1) hour prior to his regularly scheduled shift, shall be guaranteed a minimum of two (2) hours pay at one and one half times his/her rate of pay for such work in addition to

his regularly scheduled shift pay.

B. A bargaining unit employee requested to begin work anytime within one (1) hour immediately preceding the start of his regular shift, shall be paid at the appropriate rate of pay only for the time actually worked.

C. When a bargaining unit member is called back to work he shall be paid a minimum of two (2) hours at the appropriate rate of pay (i.e. overtime rate of pay). This provision shall apply to bargaining unit members called in for off-duty court appearances and to departmental meetings. This minimum call-in guarantee shall be paid at one and one-half (1½) times the member's regular rate of pay when the member is thereby placed in overtime status. All report-in and call-in work, which is in addition to the employee's regular schedule, must have prior authorization of the Director or his designee.

FULL-TIME/PART-TIME

ARTICLE 20

TRAINING

SECTION 20.1. Each employee may request training. Said training or schooling is not to be mandatory, but left to the discretion of the Director. All training and schooling will be scheduled in accordance with the needs of the Director and rotated among the full-time and part-time employees, by seniority. All training and schooling shall be posted thirty (30) days in advance.

SECTION 20.2. Any training that is mandated by the State, Federal, or the County shall be attended as time worked. If the employee works more than forty (40) hours in a work week by attending mandatory training, overtime shall apply. The Employer may adjust the employee's schedule for training purposes only.

SECTION 20.3. Any mandated training that requires driving outside of the County, the County shall provide a vehicle to use to and from the training, or if the employee uses his/her personal vehicle, they shall be compensated in accordance with the County policy and any additional cost to the employee. (i.e. food, parking and or lodging) Receipts shall be required.

ARTICLE 21

VACATIONS

SECTION 21.1. All full-time employees shall earn vacation leave with pay as follows:

<u>Length of Service</u>	<u># of Weeks</u>	<u>Hourly Equivalent</u>
Less than 1 (1) year	0	0
One (1) year to five (5) years	2	80
Six (6) years to ten (10) years	3	120
Eleven (11) to fifteen (15) years	4	160
Sixteen (16) years to twenty (20) years	5	200

Such vacation leave shall be accrued to employees at the following rates:

	<u>Vacation Accrued</u>	<u>Per Pay Period</u>
80 hours	3.1 hours	
120 hours	4.6 hours	
160 hours	6.2 hours	
200 hours	7.7 hours	

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

SECTION 21.2. Each employee entitled to vacation will schedule at least one week of vacation on consecutive days. One week shall consist of a minimum of thirty-six (36) hours and must encumber a stretch of seven (7) continuous days, according to their assigned work schedule. Upon scheduling of at least one (1) week, the balance of any vacation may be taken in increments of one (1) day. An employee shall have the right to take vacations according to his seniority, and in accordance with the selection procedure of Sections 3 and 4 of this Article.

SECTION 21.3. An employee requesting a one (1) day non-scheduled vacation, must submit his request and receive approval by the Director or his designee at least three (3) work days prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted and approved five (5) workdays prior to the commencement of such leave. Time limits may be waived under exigent circumstances by the Director or his designee.

SECTION 21.4. The order of the members selecting a vacation shall be by seniority full-time employees have first choice. In order to be granted preference by seniority hereunder, requested vacation time must be submitted to the Director or his designee in writing no sooner than November 1 of each year for the following calendar year.

During the two-week period of November 1 through November 14 each year, all full time employees will submit their full week vacation requests. This submittal period will end at midnight on November 14th. From November 15-21, vacation requests for the following year will be closed, so that management has time to update the following year's schedule with the full week requests by seniority. On November 22, through November 28, employees will then be permitted to submit requests for individual vacation days. On November 29th, individual vacation days will then be awarded by seniority and placed on the schedule. Vacation requests and/or changes submitted after December 7^h shall be scheduled on a first come, first served basis

SECTION 21.5. The Employee may accumulate vacation from year to year, not to exceed three (3) years accrual rate.

SECTION 21.6. Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

SECTION 21.7. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

SECTION 21.8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

ARTICLE 22

HOLIDAYS

SECTION 22.1. All full-time employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays (with the exception of the holidays marked with **):

- New Year's Day **
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day **
- Day After Thanksgiving
- Christmas Eve
- Christmas Day **

** Employees working eight (8) or more hours on New Year's Day, Thanksgiving Day, or Christmas Day will waive the eight (8) hours of Holiday Pay and instead receive two and one half (2 ½) times their base rate of pay for all hours worked on those three days. If off, or working less than eight (8) hours on one of those three designated holidays, the employee will continue to receive the eight (8) hours of holiday pay, plus one and one half (1 ½) times their base rate of pay for any hours worked.

The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday. Holidays shall be celebrated on the actual day of the holiday.

SECTION 22.2. An employee required to work on any of the holidays listed in Section 1 above, shall be entitled to pay for such time worked at one and one-half (1½) times his regular base rate of pay.

SECTION 22.3. Employees reporting off sick on a scheduled duty day, which is a holiday, shall be charged sick leave for the scheduled hours, in lieu of holiday pay.

SECTION 22.4. To receive holiday pay, an employee must work his/her last scheduled work day before the holiday and his/her next

scheduled workday following the holiday, excluding a break of seven (7) days or more.

SECTION 22.5. A part-time employee required to work on a holiday shall be paid eight (8) hours for said holiday plus time and one-half his/her regular base rate of pay for all hours worked.

SECTION 22.6. Any employee working overtime on a designated holiday above, will receive their overtime pay at a premium rate of two times (2x) their base rate of pay. Holiday pay will remain at one times (1x) their base rate of pay.

SECTION 22.7. Employees working on any day declared a "Calamity Day", by the Board of County Commissioners, will receive one and one half (1 ½) their base rate of pay for all hours worked on that day.

FULL-TIME/PART-TIME

**ARTICLE 23
HEALTH AND SAFETY**

SECTION 23.1. The Employer agrees to maintain, in safe working condition, all facilities, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

SECTION 23.2. Adequate first-aid equipment will be provided.

FULL-TIME/PART-TIME

**ARTICLE 24
UNIFORM ALLOWANCE**

SECTION 24.1. If uniforms are required they will be worn in accordance with Section 201, Uniform Dress Code of the Standing Operating Procedures.

FULL-TIME/PART-TIME

**ARTICLE 25
PROFESSIONAL LIABILITY INSURANCE**

SECTION 25.1. The Employer shall continue to provide professional liability insurance in amounts, which meet or exceed the amount being provided at the time this contract is executed (which consists of \$500,000.00 per person and \$500,000.00 per incident).

FULL-TIME

**ARTICLE 26
HOSPITALIZATION AND MAJOR MEDICAL**

SECTION 26.1. The Employer agrees to maintain any medical insurance programs implemented by the County Commissioners each medical program contract year during the life of this Agreement.

SECTION 26.2. The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract. In addition, any increases in current benefits implemented by the Board of Belmont County Commissioners will automatically apply in the term of this Agreement.

SECTION 26.3. All employees shall pay, through payroll deduction, Fourteen (14%) percent towards their hospitalization insurance premiums for the life of this agreement.

SECTION 26.4. Belmont County may provide all eligible full-time employees under the age of 65, life insurance protection, and/or accidental death and dismemberment (AD&D) coverage in such amounts and upon such terms as the Board of County Commissioners shall determine.

SECTION 26.5. An employee may opt to waive the insurance coverage provided by the County. An employee will be paid in accordance with the Belmont County Personalized Employee Plan. Each employee who waives hospitalization will receive \$1,000.00 annually to be paid quarterly.

The employee shall be required to provide a proof of Insurance (hospitalization) to the Employer before the "opt out" benefit is agreed to.

FULL-TIME/PART-TIME

**ARTICLE 27
WAGES**

SECTION 27.1.

Wages for each bargaining unit employee will be increased on January 1st of each year, as follows:

2017: \$1.00 increase

2018: \$0.50 increase

2019: \$0.50 increase

The wage increases, listed above, are outlined on the following scale:

2017	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SERVICE TIME:	0-12 MO.	12-24 MO.	24-48 MO.	48-72 MO.	72-96 MO.	96+ MO.
HOURLY RATE:	\$15.76	\$16.12	\$16.50	\$16.88	\$17.28	\$17.68
2018	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SERVICE TIME:	0-12 MO.	12-24 MO.	24-48 MO.	48-72 MO.	72-96 MO.	96+ MO.
HOURLY RATE:	\$16.26	\$16.62	\$17.00	\$17.38	\$17.78	\$18.18
2019	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SERVICE TIME:	0-12 MO.	12-24 MO.	24-48 MO.	48-72 MO.	72-96 MO.	96+ MO.
HOURLY RATE:	\$16.76	\$17.12	\$17.50	\$17.88	\$18.28	\$18.68

SECTION 27.2.

A. Any dispatcher working as the Acting Shift Supervisor shall receive an additional one dollar (\$1.00) for each hour served as the Acting Shift Supervisor.

Any dispatcher working as a trainer shall receive an additional one dollar (\$1.00) for each hour served as a trainer.

FULL-TIME/PART-TIME

**ARTICLE 28
SEVERABILITY**

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the F.O.P. OHIO LABOR COUNCIL will meet promptly for the purpose of negotiating a mutually satisfactory provision on the same subject matter according to the provisions of O.R.C. Chapter 4117.

FULL-TIME/PART-TIME

**ARTICLE 29
WAIVER IN CASE OF EMERGENCY**

SECTION 29.1. In case of a publicly declared emergency, defined as Acts of God or civil disorder, declared by the President of the United States, the Governor of the State of Ohio, the Belmont County 911 or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer until the emergency is over:

A. Time limits for the processing of grievances, and

B. All work rules and/or agreements and practices relating to the assignment of all employees.

SECTION 29.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s))

had properly progressed.

FULL-TIME/PART-TIME

ARTICLE 30
NO STRIKE/NO LOCKOUT

SECTION 30.1. The F.O.P. OHIO LABOR COUNCIL agrees to the essential nature of service provided by its members in protecting the public's health and safety. In recognition of this fact, the F.O.P. OHIO LABOR COUNCIL agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the F.O.P. OHIO LABOR COUNCIL agrees that it shall join the Employer in requiring its members to return to work immediately.

SECTION 30.2. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

SECTION 30.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any authorized or unlawful strike.

FULL-TIME/PART-TIME

ARTICLE 31
COPIES OF AGREEMENT

SECTION 31.1. The F.O.P. OHIO LABOR COUNCIL will provide copies of this Agreement to each member of the bargaining unit.

FULL-TIME/PART-TIME

ARTICLE 32
PAST PRACTICE

Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms or conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the F.O.P. OHIO LABOR COUNCIL take place and said alteration is put in writing and signed by the parties.

FULL-TIME/PART-TIME

ARTICLE 33
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

SECTION 33.1. In accordance with the provisions of Ohio Revised Code (ORC) Section 4117.10(A), all provisions listed in the index of this Agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC Section 124.01 through 124.56, ORC Sections 325.19, 9.44, and 4111.03. 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 as described in this Agreement except as prohibited by ORC 4117.08(B). The applicability of Civil Service shall be governed by the Ohio Revised Code.

FULL-TIME/PART-TIME

ARTICLE 34
DRUG/ALCOHOL TESTING

SECTION 34.1. Drug/Alcohol testing may be conducted on employee's post-incident or reasonable suspicion.

A bargaining unit employee may, of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test, if he is involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

SECTION 34.2. All drug-screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Director and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

SECTION 34.3.

A. The results of the testing shall be delivered to the Director and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

B. The Director may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Director may discipline the employee. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

SECTION 34.4.

A. If a drug-screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.

B. In the event the second (2nd) test confirms the result of the first (1st) test; the Director may proceed with the sanctions as set forth in this Article.

C. In the event that the second (2nd) test contradicts the result of the first (1st) test, the Director may request a third (3rd) test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Director to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of doubt and no sanctions shall be imposed.

D. In the event that any two (2) results are positive, the employee is entitled to have the sample in the third (3rd) container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

SECTION 34.5. A list of two (2) testing laboratories shall be maintained by the Director. These laboratories shall conduct any testing directed by the Director.

SECTION 34.6. If the testing required above has produced a positive result, the Director may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available; the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

SECTION 34.7. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

SECTION 34.8. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

SECTION 34.9. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

FULL-TIME/PART-TIME

ARTICLE 35
JOB DUTIES

The Belmont County 911 dispatchers are expected to perform their assigned job duties which are directly related to their positions as dispatchers. Other duties which are not directly related (i.e., snow removal, custodial tasks, and other work regarding the general upkeep of the facility) are tasks which the dispatchers will not be expected to perform in the future.

The dispatchers will be expected to continue to maintain their own personal work area and take care of their own personal items such as dirty dishes and other eating utensils.

FULL-TIME/PART-TIME

**ARTICLE 36
NEW PROBATIONARY PERIOD**

SECTION 36.1. Every newly hired employee of the Belmont County 911 Center will be required to successfully complete a probationary period of one (1) year or three hundred sixty-five (365) calendar days. All bargaining unit members hired prior to the effective date of this Agreement will complete the probationary period of one (1) year following their date of hire.

SECTION 36.2. A newly hired employee who is terminated during his/her probationary period will have no access to the grievance procedure as contained in this Agreement to protect his/her removal.

SECTION 36.3. Any probationary bargaining unit member who is off work in nonpaid status due to illness or injury shall have their probationary period extended by the amount of time off work. Any time on a leave of absence without pay shall not be counted as part of the probationary period which shall cause the extension of the probationary period by an equal number of days spent in no-pay status.

**ARTICLE 37
DURATION OF AGREEMENT**

SECTION 37.1.

A. This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until December 31, 2019 unless otherwise terminated as provided herein.

B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. OHIO LABOR COUNCIL and all prior Agreements, either oral or written, are hereby canceled.

C. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.

SIGNATURE PAGE

IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed on this 22nd day of November, 2016.

FOR THE EMPLOYER:

Bryan E. Minder
Belmont County 911 Director

Doyle Crooks
Belmont County 911 Deputy Director

Katie Bayness
Belmont County HR Administrator

FOR THE UNION:

Chuck Wilson
Senior Staff Representative

Thomas Regis
FOP Associate

Anthony Gregor
FOP Associate

Brock Williams
FOP Associate

BELMONT COUNTY COMMISSIONERS:

Ginny Favede /s/

Ginny Favede, President

Matt Coffland /s/

Matt Coffland, Vice President

Mark Thomas /s/

Mark Thomas, Commissioner

Approved as to Form:

David K. Liberati /s/ assist PA

Belmont County Prosecutor

MEMORANDUM OF UNDERSTANDING

It is asked that both parties of the Collective Bargaining Agreement (CBA) between the Belmont County Board of Commissioners and the Belmont County 911 Dispatchers (FOP/OLC) dated January 1, 2014 through December 31, 2016, define and agree upon the definition of the phrase "Calamity Day", outlined in Article 22, Section 22.7 of the CBA.

During negotiations, a request was made by the FOP/OLC, asking for employees of the Bargaining Unit to receive one and one half (1 1/2) times their base rate of pay when required to work on any day declared a Calamity Day by the Board of County Commissioners. The examples used at the table were in reference to two days in early 2014 when the Commissioners approved a resolution to close all non-essential county offices, due to poor weather Conditions. This was agreed on by both parties.

Calamity is defined as "An event causing great and Often sudden damage or distress; a disaster." by the Oxford Dictionary.

It is the agreement of both parties that any declared "Calamity Day", by the Board of County Commissioners, will be considered an event in which County offices are ordered closed to all non- essential employees due to damage, distress to employees, or a disaster situation. Examples of this would be severe weather events, countywide disasters, potential illness or disease outbreak, etc. "Calamity Day" does not include a day where the Board of County Commissioners, or any county department head, decides to allow their own employees to go home early or not report to work at all, as a reward or kind gesture.

APPROVED BY:

Anthony Gregor /s/

FOP/OLC Representative

T. Regis /s/

FOP/OCL Representative

Bryan E. Minder /s/

Belmont County 911

Doyle Crooks /s/

Belmont County 911

IN THE MATTER OF APPROVING THE BELMONT COUNTY 911 NON-BARGAINING UNIT EMPLOYEES PAY AND BENEFITS

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following resolution:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners ("Commissioners") is the appointing authority for the Belmont County 911 and empowers the Board to establish compensation and set benefit levels for Belmont County 911's non-bargaining unit employees;

WHEREAS, the Belmont County Commissioners and the Belmont County 911 have reached agreement with The Fraternal Order of Police, Ohio Labor Council, INC., covering wages and benefits for a period of January 1, 2017 through December 31, 2019; and

WHEREAS, the Belmont County Board of Commissioners desires to extend the same contractual benefits to the non-bargaining unit employees;

NOW THEREFORE, BE IT RESOLVED that, the Board of Belmont County Commissioners does hereby declare that the compensation package and all applicable benefit changes extended to the Belmont County 911's bargaining unit employees shall be approved for non-bargaining unit employees.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes

Mr. Thomas Yes

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE SERVICE AGREEMENT WITH VALTECH COMMUNICATION, LLC/ SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the board, to sign the Service Agreement with ValTech Communications, LLC, for telephone and internet service at the new Senior Services of Belmont County-Community Building, at a rate of \$514.95 a month for thirty-six months.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Coffland Yes
Mrs. Favede Yes

IN THE MATTER OF APPROVING AND EXECUTING CONTRACT WITH DAGOSTINO ELECTRONIC SERVICES, INC/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and execute the Contract with Dagostino Electronic Services, Inc. in the amount of \$74,355.74 for the hardware and installation of security and communication systems at the new Senior Services of Belmont County-Community Building.

CONTRACT

THIS CONTRACT IS made this 22nd day of November, 2016 by and between the Belmont County Commissioners, having an address of 101 West Main Street, St. Clairsville, 01110, 43950 ("**Owner**") and Dagostino Electronic Services, Inc., having an address of 600 Mifflin Road, Pittsburgh, Pennsylvania 15207 ("**Contractor**").

The parties, intending to be legally bound hereby, agree as follows:

1. **Project and Location.** Owner owns certain property at 67650 Oakview Drive, St. Clairsville Ohio 43950. It is Owner's desire for Contractor to provide certain services and materials at its property for the hardware and installation of security and communication systems at the Owner's new Senior Services of Belmont County — Community Building, as more fully set forth below (the "**Project**").
2. **Scope of Work.** Contractor will furnish all labor, equipment, materials, supervision, and coordination as more fully set forth in its October 4, 2016 Proposal to Owner. All work will be performed in compliance with the terms and conditions of the Owner's bid specification dated September 22, 2016. The Contractor's October 4, 2016 Proposal to Owner and the Owner's bid specifications dated September 22, 2016 are incorporated herein by reference as if the same were more fully set forth herein.
3. **Architect/Design Professional.** To the extent the Owner has retained an architect or other design professional for the Project, the architect/design professional will serve as the Owner's agent and representative for the Project and the Owner will be bound by and responsible for any directions and decisions made by the architect/design professional to Contractor during the course of the Contractor's work at the Project.
4. **Contract, Drawings and Specifications.** To the extent Owner or its representatives at the Project provide Contractor drawings, specifications, or other design materials from which to base its work, in whole or in part, Contractor shall in no way be responsible or liable for any defective or deficient work that may occur as a result of faulty, deficient or otherwise negligent drawings, specifications, or design materials.
5. **Price.** For all services and materials provided by Contractor, Owner will pay Contractor the Contract price of \$74,355.74 (the "**Contract Price**").
6. **Basis of Payment.** Owner shall pay Contractor within 30 days from the date of the Contractor's invoicing.
7. **Final Payment.** The final payment will be due 30 days after substantial completion of the Project. If corrective or repair work of a minor nature remains to be accomplished by the Contractor after the Contractor's work is substantially complete, the Contractor will perform such "punch list" work expeditiously and the Owner will not withhold payment pending the completion of such minor work.
8. **Payments by Owner.** Payments due and owing from Owner shall not be subject to any abatement, recoupment, defense, claim, counterclaim reduction, setoff, condition precedents, or any adjustment of any kind for any reason, including, without limitation any amount due or alleged to be due to, or by reason of, any past, present, or future claims which the Owner may allegedly have against Contractor, or any other person or entity for any reason.
9. **Penalties, Damages and Backcharges.** Contractor shall in no event be liable for any backcharges, penalties, delays, or damages, including, but not limited to, consequential damages, unless specifically provided for in this Contract.
10. **Extra Work.** Should Owner or any of Owner's agents direct any deletion from, modification of, or addition to, the work covered by Contractor's original scope of work, the cost shall be added to or deducted from the Contract Price. Any deviation from the established scope of work shall be submitted in the form of a written change order submitted to the Owner for approval prior to work being completed.
11. **Insurance by Owner.** Owner will procure at its own expense and before the commencement of work hereunder "all risk" insurance with course of construction, theft vandalism and malicious mischief endorsements attached. The insurance is to be in a sum at least equal to the Contract Price. The insurance will name the Contractor and Its subcontractors, if any, as additional insureds and will be written to protect Owner, Contractor and subcontractors as their interests may appear. Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the Project is destroyed or damaged by accident, disaster or calamity such as fire, storm, flood, landslide, subsidence, or earthquake, work done by Contractor in rebuilding or restoring the Project shall be paid for by Owner as extra work.
12. **Default.** If Owner should default in any of its obligations under this Contract, Contractor may recover, as damages, either the reasonable value of the work performed by Contractor, or the balance of the Contract Price, including reasonable profit, plus any other damages sustained as a result of Owner's default.
13. **Delay.** Contractor shall be excused for delay in completion of the Contract caused by acts of God, acts of the Owner, acts of the Owner's other contractors at the Project, inclement weather labor trouble, acts of public agencies, inspectors, or public utilities, extra work, failure of the Owner to make progress payments timely and for other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor. It is further understood that time is not of the essence.
14. **Right to Stop Work.** Contractor shall have the right to stop work if payments are not timely made in accordance with the terms of this Contract, and may keep the job idle until all past due payments have been received.
15. **Concealed Conditions.** If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor, Contractor Will call such conditions to the attention of Owner Immediately, and the Contract Price will be accordingly adjusted for such extra work.
16. **Cleanup.** At all times during the progress of the work, and upon completion of the work, Contractor will clean up the jobsite and remove debris and surplus material.
17. **Limitations of Liability.** The Owner's exclusive remedy against Contractor for damages allegedly suffered by the Owner arising out of this Contract shall be for breach of contract, and Contractor's liability in this regard shall be limited to the replacement of nonconforming services or materials or repayment of the monies paid by the Owner for the nonconforming services or materials, as Contractor may elect in its sole discretion. Contractor shall in no way be liable to the Owner for any special, consequential, or punitive damages. Any action for the breach of this Contract that is brought by the Owner must be brought within one (1) year after the cause of action shall occur, and no such action may be maintained which IS not commenced within such period.
18. **Warranty and Disclaimer of Warranties.** Contractor agrees to pass on all manufacturer warranties, if any, to the Owner. Owner's sole recourse for defective or deficient materials or products provided by the Contractor shall be against any applicable

manufacturer warranties. Additionally, Contractor warrants its work for one year from the date of substantial completion. Except for the above-recited warranties, Contractor and Owner expressly disclaim and waive any and all warranties, express or implied, including, but not limited to, all warranties of merchantability and fitness for a particular purpose.

19. **Termination.** Either party may terminate this Contract upon not less than seven (7) days' written notice should either party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination. The Owner may terminate this Contract upon not less than seven (7) days' written notice to the Contractor for Owner's convenience and without cause. If the Owner elects to terminate this Contract for convenience, the Contractor shall be entitled to payment for all damages sustained, including, but not limited to, the costs of work completed, costs and fees involved in canceling subcontracts and purchase orders, and loss of profits on any remaining work not yet performed.

20. **Governing Law.** This Contract is governed by the laws of the State of Ohio.

21. **Disputes, Litigation and Arbitration.** Any dispute, controversy or claim arising out of or relating to this Contract shall be resolved by arbitration or litigation at the sole discretion and choice of Contractor. If Contractor chooses arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Such litigation or arbitration will be conducted in St. Clairsville, Ohio, or such other venue as Contractor chooses. The Owner agrees to submit to the jurisdiction of the arbitration panel or court at such venue. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any dispute not resolved by arbitration shall be resolved by litigation in any court having jurisdiction in Belmont County, Ohio.

22. **Binding on Successors.** All of the provisions of this Contract will be binding on the assignees, successors, parent companies and subsidiary companies of both parties. If either party is acquired by a corporation through purchase, merger or consolidation, the provisions of this Contract will be binding on the successor or surviving corporation.

23. **Non-Waiver.** Contractor's failure at any time to insist upon strict performance by the Owner of any of the terms and conditions of this Contract shall not be construed as a waiver of Contractor's right to demand strict performance by the Owner in accordance with the terms and conditions. The express waiver of one provision of this Contract shall not be deemed a waiver of any other provision of this Contract.

24. **Entire Agreement.** This terms and conditions of this Contract represent the entire agreement between the parties.

IN WITNESS WHEREOF, the parties to these presents hereunto set their hands as of the day and year first above written.

BELMONT COUNTY COMMISSIONERS

Ginny Favede /s/
Ginny Favede, President
Matt Coffland /s/
Matt Coffland, Vice-President
Mark A. Thomas /s/
Mark A. Thomas

DAGOSTINO ELECTRONIC SERVICES, INC.

By: _____
Title: _____

APPROVED AS TO FORM:

By: David K. Liberati /s/
Title: David K. Liberati, Belmont County
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING CHANGE ORDER NUMBER 1 FOR DAGOSTINO ELECTRONIC SERVICES, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order Number 1 for Dagostino Electronic Services, Inc. in the amount of \$6,352.15 for the new Senior Services of Belmont County –Community Building: revised project cost \$80,707.89.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

BREAK

IN THE MATTER OF BID OPENING FOR THE HVAC PREVENTATIVE MAINTENANCE PROGRAM

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for the HVAC Preventative Maintenance Program; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
H.E. Neumann	Not Required	\$143,340.00

92 16th Street
Wheeling, West Virginia 26003

Present for opening Jack Becker, HE Neumann, Jack Regis, Facilities Manager and Barb Blake, Fiscal Manager.

Motion made by Mrs. Favede, seconded by Mr. Thomas to turn over all bids received for the full service preventative maintenance program for all HVAC equipment at specified Belmont County locations to Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Thomas	Yes
Mr. Coffland	Yes

Commissioner Coffland noted this agreement will cover twenty-six county buildings.

9:45 Road Improvement Hearing 1149

Present: Engineer Fred Bennett and Will Eddy, Drafting Technician. Present at the road viewing were Mr. Bennett, Deputy Engineer Terry Lively, Commissioner Coffland, Mr. Eddy and Shawn Thompson, Goshen Township Trustee and the petitioner. Mr. Eddy presented maps to the Board. He said there are no issues with the road improvement.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1149**

IN THE MATTER OF THE VACATION OF A ROAD IN LOOMIS GOSHEN TWP. SEC-6 T-7 R-5

DATE: November 22, 2016

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated **November 16, 2016** proceeded on the **November 22, 2016** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:
"See Attached Plat"

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.

Fred F. Bennett /s/
Fred. F. Bennett P.E. P.S.
COUNTY ENGINEER OF BELMONT CO, OH

**IN THE MATTER OF THE VACATION OF
AN UNNAMED ROAD IN LOOMIS
GOSHEN TWP. SEC. 06, T-7, R-5/RD IMP 1149**

Office of County Commissioners
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**

Rd. Imp. #1149

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 22nd day of November, 2016 in the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland
- Mr. Thomas

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

Adopted the 22nd day of November, 2016

Jayne Long /s/
Clerk, Board of County Commissioners,
Belmont County, Ohio

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:55 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator and Barb Blake, Fiscal Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation, employment and discipline of public employees.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:38 A.M.**

Motion made by Mrs. Favede seconded by Mr. Coffland to exit executive session at 10:38 a.m.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF APPROVING THE HIRING OF
KELLY ANN FETZER AS PART TIME CENTER DIRECTOR/SSOBC**

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the hiring of Kelly Ann Fetzer as a part time Center Director for Senior Services of Belmont County, effective December 5, 2016.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mr. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF APPROVING THE HIRING OF
BRIAN STREET AS ENGINEER ASSOCIATE/SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Brian Street as Engineer Associate for the Belmont County Sanitary Sewer District at a rate of \$26.00 per hour, effective December 12, 2016.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:11 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:11 a.m.
Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

Read, approved and signed this 30th day of November, 2016.

Ginny Favede /s/_____

Matt Coffland /s/_____ COUNTY COMMISSIONERS

Mark A. Thomas /s/_____

We, Ginny Favede and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Ginny Favede /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK