

St. Clairsville, Ohio

December 28, 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 –NO BILLS SUBMITTED

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-0056-A006-E06.000 Travel	E-0056-A006-E08.003 PERS	\$ 100.13
E-0131-A006-A05.002 Salaries-Maint.	E-0131-A006-A02.002 Salaries-Admin	\$ 1,659.66
E-0051-A001-A02.002 Salaries-Employees	E-0051-A001-A24.000 Infrastructure/ORC .026	\$ 34,000.00
E-0057-A006-F01.002 Salaries-Employees	E-0051-A001-A24.000 Infrastructure/ORC .026	\$ 13,000.00
E-0131-A006-A03.002 Salaries-Jail	E-0051-A001-A24.000 Infrastructure/ORC .026	\$ 12,000.00
E-0131-A006-A04.002 Salaries-Road	E-0051-A001-A24.000 Infrastructure/ORC .026	\$ 56,000.00

P51 SSD #1 REVENUE FUND

FROM	TO	AMOUNT
E-3704-P051-P01.002 Salaries	E-3704-P051-P13.003 PERS	\$ 150.00

P90 SPECIAL EMERGENCY PLANNING FUND/LEPC

FROM	TO	AMOUNT
E-1720-P090-P07.002 Salaries	E-1720-P090-P03.000 Other Expenses	\$ 11.77

S70 BELMONT COUNTY SENIOR PROGRAMS FUND:

FROM	TO	AMOUNT
E-5005-S070-S17.000 Fuel	E-5005-S070-S01.002 Salary	\$ 22,097.98

S76 SMART OHIO PILOT GRANT FUND

FROM	TO	AMOUNT
E-1519-S076-S05.011 SmartOhio 14/15	E-1519-S076-S10.002 Salary/Fringes	\$ 137.00

S77 COMMUNITY BASED CORRECTIONS ACT GRANT FUND

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S03.003 PERS	\$ 67.40

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN
FUND/GENERAL FUND TO VARIOUS

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers from the General Fund to the various funds listed below:

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y01.500 Hospitalization	\$2,800,000.00
E-0257-A015-A15.074 Transfers Out	R-9212-O030-O08.574 Transfers In/Jail Bond Pymt.	\$ 110,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	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 December 28, 2016:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/Sheriff

E-0131-A006-A27.000	Sheriff's Dive Team Account	\$ 765.98
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Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Thomas	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 date of December 28, 2016:

A00 GENERAL FUND

E-0257-A015-A15.074	Transfers-Out	\$2,910,000.00
S12 PORT AUTHORITY FUND		
E-9799-S012-S07.000	Professional Services	\$ 113,185.85

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: **HUMAN RESOURCES**-Katie Bayness to Columbus, OH, on January 5, 2016, to attend the State Personnel Board of Review Hearing. A county vehicle 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 December 14 and December 21, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF NOTICE OF BOARD'S ANNUAL REORGANIZATION MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to hold the Board's annual Reorganization Meeting on Monday, January 9, 2017, at 9:00 a.m. pursuant to Ohio Revised Code Section 305.05 and to notify the media of the same. The Board will hold their regular meeting on Wednesday, January 11 at 9:00 a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING MRS. GINNY FAVEDE TO THE BELMONT COUNTY TOURISM COUNCIL BOARD

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the appointment of Mrs. Ginny Favede to the Belmont County Tourism Council Board, effective January 1, 2017 through March 30, 2017, to fill the unexpired term of Mr. Floyd Simpson.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR JENNIFER L. BALES/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for **Jennifer L. Bales** for a mortgage deed dated May 3, 2007 as recorded in Volume 0107, page 656 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed May 3, 2007 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Book 0107 at pages 656 and executed Jennifer L. Bales, single to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

12-28-16
Date

By: Belmont County Commissioners:
Ginny Favede /s/
 Ginny Favede
Matt Coffland /s/
 Matt Coffland
Mark A. Thomas
 Mark A. Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR JENNIFER L. BALES/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for **Jennifer L. Bales** for a mortgage deed dated November 29, 2006 as recorded in Volume 0087, page 894 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed November 29, 2006 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Book 0087 at pages 894 and executed Jennifer L. Bales to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

12-28-16
Date:

By: Belmont County Commissioners:
Ginny Favede /s/
 Ginny Favede
Matt Coffland /s/
 Matt Coffland
Mark A. Thomas /s/
 Mark A. Thomas

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE COOPERATIVE
AGREEMENT BETWEEN BELMONT COLLEGE AND SHERIFF'S OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Cooperative Agreement between Belmont College and the Belmont County Sheriff's Office for practical and applied experiences for the students in the Criminal Justice Technologies Program.

COOPERATIVE AGREEMENT

between

BELMONT COLLEGE
120 Fox-Shannon Place
St. Clairsville, Ohio 43950

And

Belmont County Sheriff's Office
68137 Hammond Road
St. Clairsville, OH 43950

Telephone Number 740-695-7933

I. PURPOSE

This agreement between Belmont College (hereinafter referred to as "The Program") and Belmont County Sheriff's Office (hereinafter referred to as "the Facility") is entered into for the mutual benefit of each.

WITNESSETH

WHEREAS, Belmont College has established a ***Criminal Justice Technologies Program***, and students of said program require practical and applied experience and the use of professional corrections facilities and;

WHEREAS, the Criminal Justice Technologies Program is developing its program of Criminal Justice Technical Education to include a number of community facilities as part of its practical and applied campus, and wishes to include the Facility among that group, and the Facility has resources for furnishing practical and applied experiences and;

WHEREAS, it is to the mutual benefit of both the Program and the Facility that students of the Criminal Justice Technologies Program use the Facility for practical and applied experiences, both parties hereto agree as follows:

II. MUTUAL AGREEMENTS

1. This agreement shall be effective from October 3, 2016 and shall continue indefinitely from academic semester to academic semester thereafter, equally covering subsequent and additional students the Facility may accept from the Program in the future. New contracts are not necessary for each new student sent by the Program and accepted by the Facility. This contract covers all students sent by the Program to the Facility and accepted by the Facility now and in the future. Either party may terminate this agreement upon written notice to the other party which is mailed not less than 30 days prior to the effective date of such termination; provided, however, that the students then receiving practical and applied instruction in the Facility shall be given opportunity to complete the current instructional period.
2. This agreement may be modified or amended only in writing duly signed by both parties.
3. It is mutually understood that this agreement does not create any monetary obligation on the part of either institution one to the other, and more specifically, no payment will be made for any service performed incidental to this agreement.
4. It is the policy of both the Program and the Facility, in the performance of this agreement that neither will discriminate against any employee or student connected with either the Program or the Facility because of race, color, age, sex, religion, disability, or national origin.
5. The instructional period for criminal justice technologies students is based on academic semesters. Students are required by the Program to complete one full semester of practicum experience, 14 hours per week for the 16 weeks of the semester. Practicums are assigned for the entire semester. See Sections III-10 and IV-6 for conditions under which a student may be removed from a practicum. If students are registered in the day division of the College, they participate in the practicum during the third or fourth semester of the Program.
6. All students will conform to standards of appropriate professional dress as established and required by the Facility.
7. All students shall conform to standards of appropriate professional conduct as established by the Facility and the Criminal Justice Technologies Program. This in particular applies to confidentiality, professional ethics, appropriate professional relationships with the population served and appropriate professional relationships with staff.
8. Students shall observe and comply with the Facility's policies and procedures pertaining to the safety, treatment and management of the population served.
9. While course schedules of the Program may designate specific times for the practicums to take place, it is mutually agreed that the Facility and the student will negotiate the times for the student to be at the Facility dependent on the needs of the Facility in relation to the student's schedule.
10. It is mutually agreed that the student's progress will be evaluated and monitored in collaboration between a Program Faculty Supervisor, a Facility Site Supervisor, and the student. The frequency of this collaboration is negotiable, depending on the performance of the student, but should be every two weeks. This collaboration may be by phone, by letter or face-to-face, depending on the need as determined by the parties involved.
11. It is mutually agreed that a student's final summary evaluation statement will be provided at the end of the semester concerning the student's progress, performance and successful completion of the practicum. The Facility Site Supervisor, the Program Faculty Supervisor, and the student will all have input into and will all sign this end-of semester summary evaluation statement.
12. While it is not a requirement of the Program, practicum students may be required to have an initial interview and/or screening by the Facility prior to their acceptance into the Practicum.

III. BELMONT COLLEGE AGREES TO:

1. Initiate timely planning and coordination of student placements with the Facility Representative/Supervisor.
2. Provide an overview and adequate and appropriate description of desired student learning experiences and goals to be accomplished during the course of the practicum.
3. Insure that all students and faculty assigned to the Facility are provided with the necessary professional liability insurance, and advise students and faculty assigned to the facility of the necessity of adequate hospitalization, health and/or accident insurance.
4. Assign a faculty member of the Criminal Justice Technologies Program as the Program Faculty Supervisor of the student's practical and applied experience in the Facility. This faculty member will collaborate with the Facility Site Supervisor and student, providing input and constructive assistance to the design and progress of the student's work in the learning experiences and in the achievement of their goals.
5. Have the Program Supervisor collaborate regularly with the Facility Supervisor and the student on an ongoing basis, generally no less than once every two weeks, either by phone, by letter or face-to-face, depending on the need as determined by the parties involved.

6. Have the Program Supervisor meet with the Facility Supervisor and student, at the end of the semester, providing input into the summary evaluation statement.
7. Provide adequate preparatory instruction to each student in accordance with accepted practice standards, and to present for practicum experience only those students who have satisfactorily completed the preparatory course of study.
8. Respect the confidential nature of all information regarding the population served according to Facility policy, Federal and State law, and Criminal Justice Technologies Program policy, and to sign confidentiality statements when required and appropriate (applies to both faculty and students).
9. Abide by all other professional and ethical standards as required by the policies, procedures and standards of the Facility, which will be provided to the Program as needed. (Applies to both faculty and students).
10. Reserve the right to withdraw any and all students from the Facility and the clinical experience at any point in the semester.
11. Fully and supportively cooperate with the Facility in every manner possible to effect this to be a productive experience for the student, Facility, and the Program.

IV. THE FACILITY AGREES TO:

1. Provide adequate facilities for practical and applied experience and opportunities required for student learning for Criminal Justice Technologies majors.
2. Provide learning experiences compatible with the Program overview and statement of goals to be accomplished during the course of the practicum.
3. Designate a Facility Practicum Supervisor, who is a staff member of the Facility, whose professional responsibility is appropriate and compatible with the overview and goals of the Program. This Facility Supervisor agrees to provide on-site supervision of student activity, in collaboration with the Program Supervisor and the student.
4. Have the Facility Supervisor evaluate and monitor the student's progress and performance in collaboration with The Program Supervisor and the student on an ongoing basis. The frequency of this collaboration is negotiable, but should be no less than once every two weeks. This collaboration may be by phone, by letter, or face-to face, depending on the need as determined by the parties involved.
5. Have the Facility Supervisor meet with the Program Supervisor and student at the end of the semester, providing input into the summary evaluation statement.
6. Reserve the right to request to the Program that a student be removed from their practicum experience at the Facility at any point in the semester, if it is deemed by the Facility Supervisor and the Program Supervisor, in collaboration with the student, that the practicum experience in the Facility has become a non-productive or destructive process.
7. To fully and supportively cooperate with the Criminal Justice Technologies Program to the fullest extent possible to effect this to be a productive experience for the student, the Program and the Facility.

The signatures affixed below indicate agreement in full to all of the terms of this cooperative agreement. This contract voids all previous written contracts between Belmont College (Criminal Justice Technologies Program) and the Facility.

BELMONT COLLEGE

10/7/16	<i>Rebecca J. Kurtz /s/</i>
DATE	Vice President of Academic Affairs and Student Learning
10-4-16	<i>Desiree Lyonette /s/</i>
DATE	Program Chair, Criminal Justice Technologies
10/4/16	<i>John S. Koucoumaris /s/</i>
DATE	Vice President Administrative Affairs FACILITY Belmont County Sheriff's Office
12/23/2016	<i>David M. Lucas /s/, Sheriff</i>
DATE	Superintendent or Chief Administrator
DATE	Program Director (if applicable)
DATE	Facility Practicum Supervisor
12-28-16	<i>Matt Coffland /s/</i>
DATE	
12-28-16	<i>Ginny Favede /s/</i>
DATE	
12-28-16	<i>Mark A. Thomas /s/</i>
DATE	

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXECUTING SUBGRANT AWARD AGREEMENT/SHERIFF'S PERSONAL CRIMES INVESTIGATOR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the board, to execute the Subgrant Award Agreement for the Belmont County Sheriff's **Personal Crimes Investigator** as follows:

Subgrant Number: 2015-WF-VA2-8412
 Award Period: 01/01/16 – 12/31/16
 Award Amount: \$40,500.00
 Local Cash Match: \$13,503.70
 Project Total: \$54,003.70

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO MEMORANDUM OF UNDERSTANDING ON BEHALF OF WESTERN, NORTHERN AND EASTERN DIVISION COURTS FOR THE COURTVIEW JUSTICE SOLUTIONS, INC. CONTRACT

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Memorandum of Understanding on behalf of Belmont County Western Division Court, Northern Division Court and Eastern Division Court for the CourtView Justice Solutions, Inc. contract which provides for the software, professional services and hosting services utilized by the Courts.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into and executed by the Board of Belmont County Commissioners, Judge Eric Costine, on behalf of Belmont County Western Division Court, Judge Chris Berhalter, on behalf of Belmont County Northern Division Court, and Judge Albert Davies, on behalf of Belmont County Eastern Division Court.

WHEREAS, Judges Costine, Berhalter, and Davies wish to utilize the services of CourtView Justice Solutions, Inc. to provide software, hardware, and hosting services for the benefit of the Courts and the public; and

WHEREAS, Judges Costine, Berhalter, and Davies have reviewed and approved a certain Master Agreement between CourtView Justice Solutions, Inc. and Belmont Eastern, Northern, and Western County Courts, which agreement provides for software, professional services, and hosting services; and

WHEREAS, Judges Costine, Berhalter, and Davies have requested the Board of County Commissioners enter into said contract so that the County services may be provided; and

WHEREAS, the Board of County Commissioners are inclined to enter into the contract with the understanding that all costs associated with the CourtView Justice Solutions, Inc. contract be paid for by the Eastern, Northern, and Western County Courts through their respective Computer Software Fund, Computer Hardware Fund, and Special Projects Fund.

NOW THEREFORE, in consideration of the agreements and representations made above, and in consideration for the Belmont County Board of Commissioners executing said Master Agreement with CourtView Justice Solutions, Inc., the parties agree as follows:

(1) That Board of County Commissioners will execute the Master Agreement to provide the services requested by the County Courts through Courtview Justice Solutions, Inc.

(2) All payments due to CourtView Justice Solutions, Inc. pursuant to said Master Agreement shall be paid by the Eastern, Northern, and Western County Courts through their respective Software Computer Fund, Computer Hardware Fund, and Special Projects Fund.

Executed this 28th day of December, 2016.

Belmont County Commission

By: Ginny Favede /s/
Ginny Favede

Eric Costine /s/
Judge Eric Costine

By: Matt Coffland /s/
Matt Coffland

Chris Berhalter /s/
Judge Chris Berhalter

By: Mark Thomas /s/
Mark Thomas

Albert E. Davies /s/
Judge Albert Davies

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO MASTER AGREEMENT BETWEEN COURTVIEW JUSTICE SOLUTIONS, INC/EASTERN, NORTHERN AND WESTERN COURTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the Master Agreement Between CourtView Justice Solutions, Inc. on behalf of Belmont County Eastern, Northern and Western Division Courts.

Note: The Master Agreement shall be paid by the Eastern, Northern and Western Courts through their respective Software Computer Fund, Computer Hardware Fund and Special Project Fund.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM- Richard Hord inquired as to the outlook for 2017. Mr. Coffland said projects are laid out, just needs to be kept moving. He also noted that major work needs done with water and sewer. Mr. Thomas said he looks forward to entering 2017 with the county being financially sound. He noted in 2016, the county paid down debt, reduced the term of the debt and received a strong bond rating that allows the county to borrow money at a cheaper rate. Mr. Thomas noted they will be going into 2017 with the same certification as 2016. He said they will need to finish the projects that have been started and there will be new ones such as the water and sewer issues. He said it is important to think ahead and be proactive with infrastructure. "Economic development and government are like life: they are not a destination. It is a journey. You are always working on those issues, you are always working to increase your economic development, you are always working to create jobs, you are always working to create efficient government, you are always working to manage government," said Mrs. Favede.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:43 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Sheriff Dave Lucas and Brian Butcher, Clemans-Nelson and Associates, pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

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 10:00 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 10:00 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSSION-

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING TENTATIVE PACKAGE AND COLLECTIVE BARGAINING AGREEMENT BETWEEN BELMONT COUNTY SHERIFF AND FOP/OLC

RESOLUTION APPROVING TENTATIVE PACKAGE AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BELMONT COUNTY SHERIFF AND FOP/OLC

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 that the tentative collective bargaining agreement reached in SERB Case No(s). 2016-MED-08-0741 and 2016-MED-08-0742 by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached in SERB Case No(s). 2016-MED-08-0741 and 2016-MED-08-0742 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Belmont County Sheriff and its authorized representative, are authorized to execute the attached 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 28th day of December, 2016.

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners in session the 28th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Belmont County, Ohio this 28th day of December, 2016.

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

**AGREEMENT
BETWEEN THE
BELMONT COUNTY SHERIFF'S OFFICE
and
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
EFFECTIVE: **January 1, 2017**
EXPIRES: **December 31, 2019****

**ARTICLE 1
PREAMBLE/PURPOSE**

SECTION 1. This Agreement, entered into by the Belmont County Sheriff, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P.", 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 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.

**ARTICLE 2
UNION RECOGNITION**

SECTION 1. The Employer recognizes the F.O.P./O.L.C. 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. The Bargaining units include all full-time employees, as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 84-VR-04-0157 on May 2, 1984, and 84-VR-04-0159 on May 2, 1984 and as described in the units listed below unless changed by appropriate S.E.R.B. action.

Unit "A"	Unit "B"	Unit "C"
Deputy Office	Sergeants	Maintenance
Deputy Dispatchers	Lieutenants	
Deputy Matrons (Cook)	Captains	
Deputies		
Corrections Officer		

The parties agree to joint petition the State Employment Relations Board (SERB) to clarify and amend the units.

The parties recognize that this Agreement represents a multiple unit Agreement and unless delineated specifically by clause, all provisions of this Agreement apply to both bargaining units.

Excluded from inclusion in these bargaining units are all management level employees, confidential, supervisor, seasonal, and casual employees and all other employees specifically excluded by the Ohio Collective Bargaining Act.

SECTION 3. In the event that a new position is created within the department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the local F.O.P. representative, in writing, within thirty (30) calendar days. If the F.O.P. disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the F.O.P.'s notification to the Employer.

If the parties agree on the determination, it shall be implemented as agreed by the Employer and the F.O.P. If the parties do not agree, the position shall be subject to challenge by the F.O.P. to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

**ARTICLE 3
DUES DEDUCTION**

SECTION 1. The Employer agrees to deduct F.O.P. membership and Lodge #6 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 individual probationary periods.

SECTION 2. The Employer agrees to deduct regular F.O.P. 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 (See Appendix A) must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct F.O.P. 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. shall, as a condition of employment, have deducted from his check a fair share fee in an amount equivalent to F.O.P. 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. office at 222 East Town Street, Columbus Ohio 43215 once each calendar month. In addition, eligible union members who become members of the local Fraternal Order of Police, Lodge #6 may elect to have monthly membership dues deducted and sent directly to Lodge. Bargaining unit members shall complete the proper authorization necessary to ensure such deduction is made.

SECTION 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. dues. The F.O.P. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

SECTION 4. The Employer shall be relieved from making such individual "check-off" deductions upon an employees: (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.

SECTION 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. dues.

SECTION 6. The parties agree that neither the employees nor the F.O.P. 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. dues deduction would normally be made deducting the proper amount.

SECTION 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

ARTICLE 4

F.O.P. REPRESENTATION

SECTION 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. 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 2. The Employer will recognize six (6) employees selected by the F.O.P., to act as representative of the Lodge for the purpose of processing grievances at steps of the grievance procedure or attending meetings as authorized herein.

SECTION 3. The local representative shall confine his F.O.P. 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. County vehicles shall not be utilized for travel to conduct F.O.P. business except to the extent authorized, in advance, by the Shift Supervisor, Chief Deputy or Sheriff. No Employee shall be disciplined for properly engaging in Union Activity.

SECTION 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. representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The F.O.P. representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

SECTION 5. The F.O.P. shall provide to the Employer an official roster of all its officers and 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. F.O.P. office held
5. Immediate Supervisor

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

SECTION 6. Any F.O.P. employee representative shall cease unauthorized F.O.P. activities immediately upon any order by the Shift Supervisor, Chief Deputy, Sheriff or designee.

SECTION 7. The Employer agrees that, except for a declared emergency, two (2) delegates to the annual conventions of the F.O.P. shall be granted accrued leave, with pay, for the purpose of participating in such conventions. Such leave shall not be more than two (2) tours of duty for each delegate. Such leave will be approved upon receipt of two (2) weeks advance written notification by the F.O.P.

SECTION 8. The highest ranking F.O.P. official in the bargaining unit, or his designee, will be permitted to use up to sixty (60) hours of personal leave time (vacation, compensatory or personal days) during a year to attend to F.O.P. and Agreement matters within their capacity. During such service in these posts, the above-designated F.O.P. officials shall continue their entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a member as though they were at all times performing their job-related duties.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 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 adequacy of the work force;
- G. Determine the mission of the department as a unit of government;
- H. Effectively manages the work force;
- I. Take actions to carry out the mission of the department as a governmental unit.

SECTION 2. The F.O.P. recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 6

NON-DISCRIMINATION

SECTION 1. Neither the Employer nor the F.O.P. shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, religion, sexual preference, military status, genetic information, protected disability or national origin.

SECTION 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 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 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., and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P. membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., as long as the activity does not conflict with the terms of this Agreement.

SECTION 5. The F.O.P. agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P., and the F.O.P. shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P. or involvement in F.O.P. activities.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 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 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 3. It is the mutual desire of the Employer and the F.O.P. to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: The grievant or class of grievants signed by employee, shall provide a written grievance 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 will have seven (7) calendar days to investigate the grievance, and meet and discuss the grievance with the employee. The supervisor will provide a written response to the employee on or before the seven (7) calendar days from the date the grievance was filed. The timelines outlined in Step 1 may be waived or extended if mutually agreed upon by the Employer and the Union.

Step 2: If the grievance is not resolved in Step 1, the employee, with the appropriate F.O.P. representative, if the former desires, may refer the grievance to the Sheriff or his designee within seven (7) calendar days after receiving the Step 1 reply. The Sheriff or his designee shall have fourteen (14) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P. representative, if the former desires. The Sheriff or his designee shall investigate and respond to the grievant and/or appropriate F.O.P. representative within seven (7) calendar days following the meeting. The timelines outlined in Step 2 may be waived or extended if mutually agreed upon by the Employer and the Union.

Step 3: Arbitration:
If the grievance is not satisfactorily settled in Step 2, the F.O.P. may make written notification that the grievance will be submitted to binding arbitration. A notification for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 2 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 second step reply. Upon receipt of the intent to arbitrate the Employer or his designee and the representative of the F.O.P. shall, within twenty-one (21) calendar days following the notice for arbitration, jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation service domiciled in Ohio or Pennsylvania.

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 nine (9) 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 nine (9) 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. 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.

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 4. All grievances shall 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 Shift supervisor.
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 5. A grievance may be filed by bargaining unit members, or by the F.O.P., 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. shall not process a grievance on behalf of any member without the member's knowledge and consent. The F.O.P. 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., as long as the adjustment is consistent with the terms of the Agreement and as long as the F.O.P. may be present at the adjustment.

SECTION 6. The Employer shall provide the F.O.P. with a list of management's designated representatives for each step of the grievance procedure.

ARTICLE 8 CORRECTIVE ACTION

SECTION 1. No employee shall be disciplined or discharged except for just cause.

SECTION 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 a letter of counseling, verbal warning, written reprimand, suspension/working suspension, demotion, and termination.
Only letters of counseling received subsequent to the signing of this agreement shall be considered disciplinary action.
During a working suspension, the employee shall report to work on the day(s) suspended and shall be compensated at their regular rate of pay. For purposes of recording the disciplinary action, a working suspension shall have the same effect as a suspension without pay in accordance with this Article.
- B. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline. The Employer reserves the right to skip any or all of the normal sequence of discipline, depending on the severity of the misconduct.
- C. The Employer agrees not to discharge or suspend an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee, and their representative. However, no prior hearing is required to temporally suspend the employee in cases where the employee is charged with one of the following: gross insubordination; possession of firearms not in accordance with the Sheriff's policy; dishonesty; fighting; drunkenness; or being under the influence of alcohol or illegal drugs which may be verified by a voluntary sobriety test or medical examination. In such cases, the Employer may suspend the employee with pay, pending disposition until a pre-disciplinary hearing can be arranged. Said hearing must occur within

ten (10) business days, excluding holidays and weekends, of the pre-disciplinary notice. The time limits of this provision may be mutually extended.

SECTION 3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 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. representation.
The F.O.P. representative shall be the Union steward for the employee's bargaining unit. If no F.O.P. representative is available within a reasonable period of time (no more than two (2) hours) then the investigation will continue only if the delay would interfere with the ability of the department to effectively conduct the investigation.
- 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 his appropriate rate of pay for the time spent being questioned.
- 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.
- 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 notice of the charges against him and an opportunity to review the evidence against him prior to responding in his own defense. For the purpose of this review, the Employer reserves the right to delete from the evidence, the sources that provided evidence against the employee. An employee may request an F.O.P. 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. However, under no circumstances will the request to have an attorney present be permitted to unreasonably delay holding such a hearing.
- 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 in accordance with the grievance procedure contained in this Agreement.
- H. Should an employee be placed on Administrative Leave pending investigation, leave may be for a period of forty-five (45) paid days and may be extended by written mutual agreement.

ARTICLE 9

RULES AND REGULATIONS

SECTION 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 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 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 1 and/or 2 of this Article.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

SECTION 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 ten (10) business days, excluding holidays and weekends, 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 2. The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the F.O.P. of changes made by the Employer, which affect bargaining unit employees.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the F.O.P. representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to employees.

SECTION 3. There shall be no more than five (5) representatives for each party in attendance at the Labor/Management Conference.

SECTION 4. Any issue related to this contract that will affect or change the language or its meaning shall be taken to and voted on by the entire union membership at a union meeting held within five (5) business days, excluding holidays and weekends. Passage shall be by the majority of members attending.

ARTICLE 11

PERSONNEL FILES

SECTION 1. There shall be only one (1) official personnel file in the Sheriff's 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 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.

SECTION 3. Records of verbal warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline of a same or similar nature has occurred. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline of a same or similar nature has occurred. All disciplinary records that have ceased to have force and effect in accordance with this section shall be placed in a dead file and stored in accordance with the County's records retention schedule upon request by the employee.

SECTION 4. The following items shall be considered public information, available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards or commendations. All other documents in the personnel file shall be considered confidential to the extent allowed by law and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

ARTICLE 12

BULLETIN BOARDS/MISCELLANEOUS

SECTION 1. The Employer agrees to provide space for bulletin boards in the Deputies Room of the Sheriff's Office for use by the F.O.P.

SECTION 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. 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 3. No F.O.P. 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.

SECTION 4. Items in violation of any provision of this Article shall be cause for the Employer to ask the F.O.P. to remove said item or items.

SECTION 5. The F.O.P. shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to F.O.P. business or bargaining unit representation to the bargaining unit members. The F.O.P. 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. 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 Sheriff's Office business. All mail placed into the mailboxes by the F.O.P. 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 6. It is agreed that the F.O.P. shall be permitted, upon a three (3) day notification in writing to the Sheriff or his designee, to place a ballot box at the Sheriff'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. and neither the ballot boxes nor their contents shall be subject to the Department's review. The F.O.P. 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. official shall be able to remove the ballot box. To further ensure security, the F.O.P. may assign at least one (1) off-duty F.O.P. member to oversee the F.O.P. balloting activity. The off-duty F.O.P. member shall not be compensated by the Employer.

ARTICLE 13 SENIORITY

SECTION 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, unless the employee is reinstated, the employee loses all previously accumulated seniority.

SECTION 2. An approved leave of absence, as described in Article 16, 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.

SECTION 3. In case of layoff, persons with same hire date will be recalled in alphabetical order by last name.

ARTICLE 14 VACANCY AND PROMOTIONS

SECTION 1. Vacancies: Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of seven (7) calendar days, not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the seven (7) calendar day period has expired. Posting shall contain the classification title, rate of pay, and a brief summary of job duties.

SECTION 2. Promotions: For promotional appointments, the Employer shall consider applications from full-time, non-probationary employees that have been employed by Belmont County Sheriff's Office in the next lower classification. If there are less than two (2) applicants in the next lower classification, the application period shall remain open for an additional seven (7) calendar days to only full-time, non-probationary bargaining unit members in the next lower rank classification, and non-departmental applicants with a minimum of five (5) years of full-time law enforcement experience. Example: Unit B. Testing shall be held as needed and shall be valid for six (6) months.

Promotion testing is available for bargaining unit members who have completed their probationary period.

Every qualified applicant for promotion will be considered based upon the following criteria:

- A. Having a passing score of at least seventy percent (70%) or more on the Belmont County Sheriff's Office promotional examination for the vacant position. All promotional exams shall be developed by the labor management committee. (All promotional examinations must be job-related and in writing.) Disputes concerning the appropriateness of a particular examination shall first be referred to the Labor Management Committee and, if not resolved in that forum, may be the subject of a grievance initiated at Step Three (3) of the grievance procedure.
- B. A four (4) member Assessment Board, two (2) chosen by management and two (2) by the union, shall be selected to review each promotional appointment, as it becomes available, with the Sheriff or his designee as moderator. Recommendations will be based on the following criteria, not necessarily in the following order:
 - 1. Work Performance
 - 2. Attendance
 - 3. Appearance
 - 4. Skill and ability

The Assessment Board will rank and then present the Sheriff with all names for consideration. The Sheriff must promote one (1) of the top three (3) off the list presented by the Assessment Board. The list shall rotate upward if a selection is made.

- C. For a period of fourteen (14) days after the test results become available, bargaining unit members shall be provided the opportunity to review their individual test papers. Test scores will be valid for a period of six (6) months from the date of posting. No credit for seniority, efficiency or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting such extra credit.
- D. After a promotion is made in accordance with (A) and (B) of this Section, the list of remaining applicants will be used for subsequent promotions within the same classification.

SECTION 3. The F.O.P. shall be notified of the individual selected within five (5) calendar days of appointment.

SECTION 4. An employee selected shall be considered to have qualified for the position when he has completed the probationary period of six (6) months.

SECTION 5. Should an employee fail to satisfactorily complete his probationary period because he cannot perform the promotional duties, he shall be returned to his former position, and shall not be permitted to test for a period of one (1) year for any position from the date he returns to his former position.

SECTION 6. An employee or new hire who is awarded a position as a result of a successful application may not apply for another vacant position for a period of one (1) year from the date he assumes the new position.

SECTION 7. "Promotional position" is defined as any position that carries a higher rate of pay than the position the employee currently holds.

SECTION 8. The Employer may temporarily appoint bargaining unit employees to all positions within the agency for a period of up to forty-five (45) calendar days. These temporary appointments may occur at any time the Employer is in a promotional process as defined in this Article. If it becomes necessary for the Employer to continue the temporary appointment in excess of the forty-five (45) calendar day period, such extension may only occur if it is agreeable to both the Employer and the F.O.P.

Any agreed upon extension of temporary appointment shall be reduced to writing. Any employee so appointed under the terms of this Section, including new appointees, shall be notified in writing of the temporary nature of their appointment and that such appointment constitutes, in and of itself, no indication of appointment of a more permanent nature. Such Employees shall also be notified that they must comply with the terms of this Article in order to be permanently appointed.

ARTICLE 15 LAYOFF AND RECALL

SECTION 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., agrees to discuss with a representative of the F.O.P., the impact of the layoff on the bargaining unit employees.

SECTION 2. The Employer shall determine within what classifications layoff shall be made. Employees will be laid off in accordance with their departmental seniority within the classification with the least senior employee being laid off first. Any employee receiving a notice of

layoff shall have five (5) calendar days following receipt of such notice in which to exercise his right to bump a less senior employee in the next lower classification. The Employee bumping shall receive the top pay scale of the lower classification as described in Article 29. All temporary, intermittent, part-time, and seasonal employees in the classification will be laid off before full-time employees.

SECTION 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 4. Employees reinstated in the same classification from which the layoff occurred shall be paid at the same pay scale at which he was making at the time of layoff without loss of any seniority or increases. Employees reinstated to a lower classification shall receive the top pay scale for that classification. Full-time employees with recall rights shall be given the right to reinstatement before any temporary, intermittent, part-time or seasonal employee may be reinstated or hired.

SECTION 5. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P. 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 6. The recalled employee shall have seven (7) 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 7. The Employer shall not contract out any bargaining unit work for the classifications listed in Article 2, Section 2 that would cause a lay-off.

ARTICLE 16 LEAVES AND LEAVES OF ABSENCE

SECTION 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:

- (a) hospitalized or institutionalized;
- (b) on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
- (c) 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 (OPERS).

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 Sheriff'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 shall 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, time spent on a pension-approved disability separation shall 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 for the duration of the leave 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 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 Defense Corps, 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 in the military service on field training or active duty for periods not to exceed a total of 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.
- C. Personal Leave
Each employee, after one (1) year of full-time employment, shall be entitled three (3) days of personal leave per payroll year. Each request for personal leave shall, whenever possible, be made at least one (1) day in advance of its intended day of usage (emergency considerations will be given). Personal leave is non-accumulative and must be used each year of the Labor Agreement.
- D. Bereavement Leave
Bargaining unit employees shall be granted up to four (4) consecutive work days (8 hour shift) or three (3) work days (12 hour shift) of leave with pay for death in the immediate family, defined as mother, father, employee's spouse, child, or step-child, brother, sister, employee's grandparents, mother-in-law, father-in-law, grandchildren, step-grandchildren, step-father, step-mother, step-brother and step-sister.
Said leave will not be charged to any other earned leaves. Additional leave chargeable to sick leave may be arranged at the discretion of the Employer.
- E. Family Medical Leave (FMLA)
The Employer may promulgate policies in compliance with the Family Medical Leave Act, as amended from time to time.

ARTICLE 17

SICK LEAVE

SECTION 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 absence or layoffs.

SECTION 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-half (1/2) hour.

SECTION 3. The unused sick leave of an employee shall accumulate without limit.

SECTION 4. Sick leave shall be granted to an employee, upon approval of the Employer, and shall be in accordance with the following:

- A. All employees who are too sick, ill, or injured to report to duty shall report this fact to the supervisor in charge not less than one (1) hour prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or other arrangements have been made with the Employer.
- B. Such reports will contain the nature of the sickness or injury and whether attended by a physician or not.
- C. If the length of absence from duty cannot be determined; the employee shall call his supervisor subsequent to each working day to allow for proper manpower adjustments.
- D. Any use of sick leave for two (2) or more consecutive scheduled work days shall require a physician's certification.=
- E. The employee's supervisor shall be informed of the place where the employee can be contacted.
- F. All employees who use sick leave shall be required to sign a statement indicating the legitimacy and the reason for the use of sick leave.
- G. All employees having any serious contagious disease in their families shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.
- H. Where sick leave is requested to care for a member of the immediate family for two (2) or more consecutive scheduled work days, the Employer will require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family shall be defined as mother, father, sister, brother, spouse, child or any other person living in the employee's household.
- I. Employees failing to comply with sick leave rules and regulations may not be paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.
- J. The Employer may require an employee to take an examination conducted by a licensed physician chosen by the Employer, 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 a job he can perform whenever reasonably possible or on sick leave or disability separation. If the employee's physician disagrees with the findings of the Employer appointed physician, a third physician - selected by the two (2) physicians involved - shall make the final determination. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.

SECTION 5. Employees (new hires) who have completed their probationary period, and who use sixteen (16) or less hours of sick leave in any one payroll year, shall be credited with an additional two (2) vacation days for the following year. Employees (new hires) who have completed their probationary period and who use eight (8) or less hours of sick leave in any one payroll year, shall be credited with an additional three (3) vacation days for the following year.

SECTION 6. At the time of their retirement or death, after ten (10) years of service with the Employer, employees or their beneficiary shall receive a cash payment of one-quarter (1/4) of their accumulation of three hundred (300) days. The maximum balance of such payment for this portion of their balance shall not exceed seventy-five (75) days. For the remainder of the balance over 300 days (2,400) hours, employees will receive 1/3 of the remaining balance up to a maximum of thirty (30) additional days. If there is no beneficiary, then the cash shall be forwarded to their estate. Such payment will be based on the employee's rate of pay, including longevity supplement, at the time of retirement or death and shall be received within thirty (30) days following the date of retirement or death, provided the employee notifies the Employer in writing on or about the date of retirement.

SECTION 7. Employees who have one hundred twenty (120) hours or more of unused sick leave may donate any excess amount of sick leave over the 120 hours paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the Belmont County Sheriff's Office. The donations shall not exceed a maximum of forty (40) hours per pay period. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in need of leave due to the serious illness or injury of the employee or the employee's immediate family, defined as mother, father, employee's spouse, child or step-child. The donating employee shall have to indicate that they want the sick leave returned or reimbursed by the member receiving the donation at the time the donation is given. If the donating employee does not indicate the donation is to be reimbursed, the accepting member shall not be required to return the donation. Such repayment will occur as the employee accrues said leave in active status. If multiple employees have donated leave, the first employee paid back will be the most senior.

ARTICLE 18 INJURY LEAVE

SECTION 1. In the event an employee is injured as a direct result of performing an assigned or sworn function within the scope of the employee's authority, the employee shall immediately notify the employee's supervisor and complete an injury report form.

SECTION 2. If the injured employee is unable to perform the employee's essential functions as a result of the injury, the employee shall do all of the following:

- A. Apply for Workers' Compensation benefits;
- B. Provide to the Employer a certificate from the employee's physician stating: the nature and extent of the injury, the anticipated course of the treatment, the nature and extent of any limitations upon the employee's work activities, and an anticipated date by which the employee is expected to be able to resume performance of the essential functions of the employee's job with or without accommodation;
- C. Provide the Employer with a signed medical release allowing the Employer to communicate with and collect relevant information from the employee's health care providers; and
- D. Provide to the Employer a completed "Reimbursement Agreement" (attached to this Agreement as an Exhibit).

SECTION 3. Upon review of the information described above and any additional information, the Employer shall determine if Wage Continuation or Transitional Duty is appropriate, and so notify the employee.

SECTION 4. Any sick leave utilized after the first work week due to the injury shall be restored to the employee if Wage Continuation is determined to be appropriate and is granted, and the days converted from sick leave to Wage Continuation under this Article.

SECTION 5. Wage Continuation for employees who do not qualify for Transitional Duty is limited to ninety (90) calendar days. Employees on Wage Continuation may be moved to Transitional Duty should the Employer determine it is appropriate to do so. Employees exhausting all available Wage Continuation may be considered for Transitional Duty. Employees who have exhausted all Wage Continuation but are unable to participate in Transitional Duty shall be placed on unpaid leave until they are able to return to duty, qualify for Transitional Duty or one (1) year elapses from the date of injury, whichever first occurs. Employees unable to return after the one (1) year shall be considered to have resigned.

SECTION 6. Any wage benefits paid to the Employee from any other source while on Wage Continuation shall be remitted to the Employer.

SECTION 7. The Employer shall determine if and when an employee is suited to a Transitional Duty position. Should the Employer determine an employee shall participate in the Transitional Duty program, the Employer shall so notify the Employee, indicate the transitional position assigned and provide the employee with the current job description for the Transitional Duty assignment if the position is already in existence. The Employer may create temporary positions for purposes of Transitional Duty assignments.

SECTION 8. If the employee declines the Transitional Duty assignment, the employee shall, within forty-eight (48) hours of receiving notice of the Transitional Duty assignment: provide a detailed explanation of the reasons, including a written statement from the employee's treating physician stating why the employee is unable to perform the Transitional Duty assignment. The Employer may, upon consideration of this information, either modify the Transitional Duty assignment to take into account any specific limitations on the employee's ability to work or elect to obtain a second opinion. The second opinion will be sought from a physician selected and paid by the Employer. The decision of this physician shall be final and binding on the parties and not subject to the grievance and arbitration provisions of this Agreement.

SECTION 9. Employees working Transitional Duty assignments shall continue any necessary treatment and keep the Employer apprised of the employee's progress and prognosis. The Employer may, from time to time, obtain information directly from the employee's health care providers in order to evaluate the Employee's ability to continue in the Transitional Duty program. The Employer may also direct the employee to take a fitness for duty exam at any time that it is deemed necessary.

SECTION 10. Employees refusing to report for Transitional Duty assignment, refusing to return to their essential functions with or without accommodation, refusing to take a fitness for duty exam or refusing to provide the information required by this Article, shall be considered to have voluntarily resigned.

SECTION 11. Both Wage Continuation and Transitional Duty pay shall be at the employee's regular rate of pay.

SECTION 12. Employees participating in either Transitional Duty or Wage Continuation shall remain subject to all standards of conduct, performance standards, Standard Operating Procedures and directives of the Employer.

SECTION 13. Employees shall not remain in Transitional Duty status in excess of one hundred eighty (180) calendar days, including any time spent on Wage Continuation. Employees exhausting all available Transitional Duty shall be placed on unpaid leave until they are fit for duty or upon the expiration of one (1) year from the date of injury, whichever first occurs. An employee unable to return to duty at the expiration of the one (1) year shall be considered to have voluntarily resigned.

ARTICLE 19 HOURS OF WORK

SECTION 1. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 midnight the following Saturday. The standard workday shall consist of eight (8) hours, unless modified by mutual written agreement of Labor and Management and affected employees.

SECTION 2. Active pay status shall include all scheduled work hours, as well as, all hours while on approved sick leave, holidays, personal days, vacation and compensatory time.

SECTION 3. If the Employer elects, he may uniformly change the work week computation to begin at 11:01 P.M. on Saturday and end at 11:00 P.M. the following Saturday provided that such change will not result in a lowering of wages or benefits, which would normally accrue during the work week defined in Section 1 above, and providing that an 8:00 P.M. to 4:00 A.M. shift shall have half of the normal eight (8) hours allocated to each week without negatively affecting shift differential.

SECTION 4. In the event employees are scheduled to work when the time changes, required by daylight savings, are 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 5. All breaks shall be treated as paid work time as approved by the employee's supervisor. Employees shall not leave the grounds while on a paid break.

ARTICLE 20 OVERTIME / COMPENSATORY TIME

SECTION 1. Bargaining unit members shall be compensated at straight time for all hours in paid status, except that any hours in excess of forty (40) hours in any workweek shall be compensated at a rate of time and one-half (1½) times the employee's rate of pay. All overtime shall be prior authorized by an appropriate supervisor at the direction of the Sheriff or his designee. Captains/Lieutenants shall have all overtime authorized by the Sheriff or his designee. Overtime is "prior" authorized, unless an emergency exists, that requires immediate response.

SECTION 2. All overtime compensation shall be by cash payment, unless the employee elects to receive compensatory time off. Employees, at their option, may accumulate no more than forty (40) hours of compensatory time per calendar year. The use of compensatory time shall be approved in advance by the Sheriff or his designee, provided that usage of compensatory time shall be approved or disapproved within twenty-four (24) hours of the time at which application is made.

Any compensatory time hours remaining to a non-probationary employee's name at the end of the year shall be cashed out in between the first and second pay periods in January of the following year.

SECTION 3. The Employer shall make a concerted effort to equally distribute overtime opportunities among qualified employees in each classification with employees currently in the same classification having right of first refusal for overtime opportunities in that classification: The Employer and Union agree to use the "code red" messaging system.

SECTION 4. 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 5. 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.

**ARTICLE 21
STANDBY PAY**

SECTION 1. Standby pay is defined as payment for an assignment, which requires an employee to be immediately available, on a continuous basis during his normal off-duty hours. An employee shall be on standby status when he is personally notified by the Employer or his designee that he is on standby. Standby status will be rotated among the twenty (20) low senior deputies in the Sheriff's Office. When the Employer requires that an employee must be available for work and be able to report to work in less than an hour, the employee shall be compensated at the rate of thirty-five dollars (\$35.00) for each day of standby during his normal off-duty hours. If the employee is called out to work, any such call-out will be at the rate of one and one-half (1½) times pay or compensatory time for each hour of call-out. In the event of actual call-out, the thirty-five dollars (\$35.00) per day shall be waived.

SECTION 2. Any employee on standby who cannot be contacted or fails to report to work shall not be eligible for standby pay for that shift and will be subject to disciplinary action.

**ARTICLE 22
REPORT-IN AND CALL-IN WORK**

SECTION 1. Any employee who accepts an authorized request to work during hours outside his regularly scheduled time, excluding court duty, shall be paid in the following manner after reporting to his regular work assignment:

- A. An 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 the appropriate rate of pay for such work in addition to his regularly scheduled shift pay.
- B. An employee enroute to work in his assigned departmental vehicle, who is called on the vehicle radio, at any time over one (1) hour prior to the starting time of the employee's regular shift, and requested to perform duties outside his regularly scheduled shift, shall be guaranteed three (3) hours pay at the appropriate rate of pay for such work in addition to his regularly scheduled shift pay.
- C. An 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.
- D. When a bargaining unit member is called back to work by a supervisor for hours not abutting his regular shift hours, he shall be paid a minimum of three (3) hours at the appropriate rate of pay. This provision shall apply to 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 Employer or his designee.

**ARTICLE 23
TRAINING**

SECTION 1. Each employee may be offered up to forty (40) hours of training per calendar year. Said training or schooling is not to be mandatory, but left to the discretion of the Employer, unless said training is mandated by State and/or Federal law or is a necessary qualification stated within an employee's job description. All training and schooling will be scheduled in accordance with the needs of the Employer and rotated among the full-time employees by classification seniority before being offered to other employees. All training and schooling shall be posted thirty (30) days in advance. There is no requirement to post refresher courses or additional training for employees with special assignments unless said employee declines further training.

SECTION 2. Firearms training during on-duty time shall be conducted by the firearms instructor a minimum of twice per year. Ammunition for said training is to be supplied by the Employer. Safe weapons are a necessity and random inspection of firearms by a qualified supervisor will be periodically carried out.

SECTION 3. Certified bargaining unit employees shall be provided with fifty (50) rounds of ammunition per month for training purposes for hand guns and two hundred (200) rounds yearly of .223 ammunition for training and practice with patrol rifles.

**ARTICLE 24
VACATIONS**

SECTION 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 twelve (12) years	3	120
Thirteen (13) to years to nineteen (19) years	4	160
Twenty (20) years to twenty-four (24) years	5	200
Twenty-five (25) years and over	6	240

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
240 hours	9.2 hours

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

SECTION 2. Each employee entitled to vacation will schedule up to eighty (80) consecutive hours of vacation. The balance of any vacation may be taken in units of not less than two (2) hours. Vacation may be changed because of exigent circumstances.

An employee shall have the right to take vacations according to his classification seniority, subject to the scheduling requirements of the Department, and in accordance with the selection procedure of Section 3 and 4 of this Article.

SECTION 3. An employee requesting a one (1) day non-prescribed vacation, must submit his request to his immediate supervisor 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 five (5) workdays prior to the commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

SECTION 4. The order of selecting a vacation shall be by classification and seniority. No more than one (1) employee per shift of the road division, and no more than one (1) per shift of the jail division covered hereunder shall be permitted vacation leave at any one time, unless authorized by the Employer. In order to be granted preference hereunder, requested annual vacation selections shall begin by November 1st of the prior year and the calendar established by December 31st. Each member, by seniority, will have three (3) days to pick his or her available vacation once the selection is open to him or her. Failure to select in the three (3) day window period will result in the next member selecting and the member not selecting will be moved to the bottom of the list.

Vacation requests submitted after January 1st will be scheduled on a first-come first-serve basis but may not be requested more than forty-five (45) days in advance.

SECTION 5. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the employee's next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed three (3) years accrual rate.

Employees may elect once annually to receive cash payment for forty (40) hours of vacation pay submitting the request to the Employer and such payment shall be made within forty-five (45) days from the time of the request.

SECTION 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 7. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

SECTION 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.

SECTION 9. Prior service dates must be provided within one year of employment.

**ARTICLE 25
HOLIDAYS**

SECTION 1. All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

- | | |
|------------------------|--------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Policeman's Memorial Day |
| Labor Day | Employee's Birthday |

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. If an employee's birthday falls on another holiday listed in Section 1, then the next available workdays shall be considered the holiday.

SECTION 2. If an employee is required to work on any of the holidays listed in Section 1 above, he shall be entitled to pay for such time worked at one and one-half (1 ½) times his regular base rate of pay, plus he shall receive eight (8) hours of holiday pay, with the exception of the four major holidays (Christmas, New Year's Day, Independence Day, and Thanksgiving Day). Employees required to work on these four major holidays shall receive eight (8) hours holiday pay with additional holiday pay equal to any hours over the eight the employee is required to work. The bargaining unit member may select compensatory time in lieu of the paid holiday time. If Employee does not work the holiday, compensatory time is not calculated at time and one half (1½).

SECTION 3. If the holiday falls on the employee's scheduled duty day. The Employer shall not arbitrarily schedule the employee off on said holiday.

SECTION 4. Employees reporting off sick during assigned scheduled hours, which is a holiday, shall be charged scheduled hours of sick leave in lieu of holiday pay.

**ARTICLE 26
HEALTH AND SAFETY**

SECTION 1. The Employer agrees to maintain, in safe working condition, all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

SECTION 2. Adequate first-aid equipment will be provided.

SECTION 3. Any employee involved in a critical incident shall have immediate access to a psychologist or psychiatrist for post critical incident counseling at no cost to the employee. The Employer shall assign the licensed health care professional of his choice.

SECTION 4. The Labor Management Committee shall investigate and make recommendations to the Employer regarding the disposition of high mileage vehicles, and any allegation of a safety issue described in this Article.

SECTION 5. The employee assigned the cruiser will be responsible to schedule an inspection during the first quarter of each calendar year. The safety and service check list is to be taken to the authorized service department. After the inspection, the safety and service check list is to be returned to the sheriff and arrangements made to have cruiser serviced per the inspection.

SECTION 6. The Employer shall replace ammunition for every certified employee every spring for qualifications.

SECTION 7. The Employer will make every reasonable effort to provide the following manpower per shift:

- A. One (1) Road Supervisor (Road Sergeant or Senior Deputy) and three (3) Road Deputies,
- B. One (1) jail supervisor or DIC and four (4) officers.
- C. Two (2) cooks on duty from 6:00 a.m. to 6:30 p.m.

This section, and the requirements herein, shall in no way interfere with the Employer's right to add to or reduce the workforce or with any other provision or rights of the Employer under Article 5 of this Agreement.

SECTION 8. Any employee involved in an accidental or negligent discharge of weapon will be required to complete 4 hour remedial firearms instruction before returning to work or be placed in working area where weapon is not required until completion.

**ARTICLE 27
UNIFORM ALLOWANCE**

SECTION 1. The Employer agrees to maintain uniforms for each employee.

- A. The Employer shall provide, at no cost to the employee, a protective vest (soft body armor) for each member of the bargaining unit assigned to work as a Jailer or Road Deputy, who notifies the Sheriff in writing that he desires and will wear the vest while on duty. Such vest shall be replaced by the Employer in accordance with the manufacturer's specifications.
- B. New hires will receive necessary uniforms and equipment at the date of hire as listed in Appendix B. They must wait at least six (6) months before receiving any additional clothing allowance. If a new hire is terminated within the probationary period, all uniforms and equipment shall be returned to the employer.

Seven days after the first pay period in January and July of each year, each bargaining unit member shall receive a uniform/clothing allowance check in the following amount:

	Matron/Cook Office Deputy	All Other Bargaining Unit Members
2017	\$500.00	\$700.00
2018	\$500.00	\$700.00
2019	\$500.00	\$700.00

Only BSSA approved uniforms may be worn on duty. At least yearly the Employer must provide all B.S.S.A Uniform guidelines as adopted.

SECTION 2. In addition to the above, the Employer shall replace, at no cost to the employee, any uniform or piece thereof, which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or his designee, supported by documentation (e.g., an incident report or call in record). After which, the Employer shall make the appropriate allowance to replace the uniform or piece.

SECTION 3. All uniforms, accessories, and other items of clothing purchased by the Employer, shall remain the property of the County. Upon termination of employment, the employee shall return such uniforms or clothing items to the County or, with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

SECTION 4. Any personal property used in the line of duty that is lost or damaged during the performance of duty will be replaced or repaired at the Employer's expense, unless the damage or loss was caused by the employee's negligence. Any loss or damage must be reported to the employee's supervisor, in writing, within a reasonable amount of time. The report shall contain details surrounding the loss and reasons for the damage of personal property. A limit of fifty (\$50.00) dollars shall be placed on watches.

SECTION 5. Any changes in the required uniforms, clothing and accessories shall be paid by the Employer without regard to the allocated clothing allowance.

SECTION 6. The Employer has the right to establish standards of dress, which reasonably conform to the amounts of money allocated to the clothing allowance. The Employer has the right to enforce such standards uniformly, including relieving an employee from immediate duty, until he conforms to the standards.

If an employee has been charged with uniform violations and faces time off without pay through the disciplinary procedures, the Employer may, in lieu of time off, implement a uniform voucher receipt system for one uniform allowance payment during a one (1) year period for such employee.

**ARTICLE 28
PROFESSIONAL LIABILITY INSURANCE**

SECTION 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 \$1,000,000.00 per person and \$1,000,000.00 per incident).

**ARTICLE 29
HOSPITALIZATION AND MAJOR MEDICAL**

SECTION 1. The Employer agrees to maintain any medical and Life/Accidental Death and Dismemberment insurance programs implemented by the County Commissioners each medical and Life/Accidental Death and Dismemberment program contract year during the life of this Agreement.

SECTION 2. The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract.

SECTION 3. All employees shall pay, through payroll deduction, fourteen percent (14%) of their insurance premiums during the life of this Agreement; provided.

SECTION 4. The Belmont County Commissioners agreed to provide vision and dental insurance for all bargaining unit members, effective June 1st, 1994.

SECTION 5. Belmont County provides all eligible full time employees, life insurance protection of \$25,000.00. Also, accidental death and dismemberment (AD&D) coverage of \$25,000.00 is provided.

**ARTICLE 30
WAGES**

SECTION 1.

A. Effective the first full pay in January of each year, the rate of pay for each bargaining unit position shall be as set forth below:

NOTE: All current bargaining unit employees shall be placed into the non-probationary rate of pay for their appropriate classification.

		Probation	Non-Probation to 5 yrs.	5 years or More
Captain (represents step rate increases of 6.25% / 9.375% / 12.5% over Lieutenant wage scale)	2017	\$26.20	\$26.97	\$27.74
	2018	\$26.87	\$27.66	\$28.45
	2019	\$27.54	\$28.35	\$29.16

		Probation	Non-Probation to 5 yrs.	5 years or More
Lieutenant (represents step rate increases of 6.25% / 9.375% / 12.5% over Sergeant wage scale)	2017	\$23.28	\$23.97	\$24.65
	2018	\$23.88	\$24.58	\$25.29
	2019	\$24.48	\$25.20	\$25.92

		Probation	Non-Probation to 5 yrs.	5 years or More
Sergeant (represents step rate increases of 6.25% / 9.375% / 12.5% over Deputies wage scale)	2017	\$20.70	\$21.31	\$22.48*
	2018	\$21.23	\$21.85	\$22.48*
	2019	\$21.76	\$22.40	\$23.04

		Probation	1 - 2 years	3 - 4 yrs.	5 - 7 yrs.	8 yrs. or More
Deputies	2017	\$16.79	\$17.09	\$17.88	\$18.68	\$19.48
	2018	\$17.29	\$17.59	\$18.38	\$19.18	\$19.98
	2019	\$17.79	\$18.09	\$18.88	\$19.68	\$20.48

		Probation	1 - 2 years	3 - 4 yrs.	5 - 7 yrs.	8 yrs. or More
Office, Control, Cooks	2017	\$13.52	\$13.77	\$14.41	\$15.04	\$15.67
	2018	\$14.02	\$14.27	\$14.91	\$15.54	\$16.17

2019	\$14.52	\$14.77	\$15.41	\$16.04	\$16.67
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	Probation	1 - 2 years	3 - 4 yrs.	5 - 7 yrs.	8 yrs. or More	
Deputy Dispatcher/ Corrections Officer	2017	\$15.08	\$15.36	\$16.08	\$16.79	\$17.50
	2018	\$15.58	\$15.86	\$16.58	\$17.29	\$18.00
	2019	\$16.08	\$16.36	\$17.08	\$17.79	\$18.50

2017	\$12.10
2018	\$12.60
2019	\$13.10

Maintenance 1

2017	\$10.10
2018	\$10.60
2019	\$11.10

Janitorial

B. Employees promoted or assigned to a higher classification and whose current rate exceeds that classification's probationary rate shall be placed in the entry-level base rate full pay schedule.

SECTION 2. Any bargaining unit member who is designated to and performs the duties of a higher classification shall be paid the Non-probation-5 yrs step rate of pay for that classification for all such work performed.

SECTION 3. All bargaining unit employees shall receive a Three Hundred Dollar (\$300.00) shift differential payment in the last check of the first payroll in November, and payment shall be made separate from the employees' regular paycheck.

SECTION 4. All current Sergeants that have completed their probationary period as a Sergeant will move into the top step for Sergeants.

ARTICLE 31

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. 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.

ARTICLE 32

WAIVER IN CASE OF EMERGENCY

SECTION 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 Sheriff 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 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.

ARTICLE 33

NO STRIKE/NO LOCKOUT

SECTION 1. The F.O.P. 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. 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. agrees that it shall join the Employer in requiring its members to return to work immediately.

SECTION 2. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

SECTION 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.

ARTICLE 34

COPIES OF AGREEMENT

SECTION 1. The F.O.P. will provide copies of this Agreement to each member of the bargaining unit.

ARTICLE 35

USE OF COUNTY VEHICLES

SECTION 1. Prior to instituting any change in the assignment/use of County vehicles, the Employer will meet and discuss the issue with the F.O.P. through a labor/management meeting. The final determination on the issue shall remain with the Employer.

SECTION 2. If the Employer determines to institute a change, which would result in the reduction or rescission of the use of County vehicles, such reduction or rescission shall normally start with the least senior employee in the lowest classification. Shifts will also be considered as necessary.

SECTION 3. The Employer may, for just cause, restrict the utilization of vehicles based on non-compliance with established standards and/or procedures. Such action shall be considered the equivalent of disciplinary action for purposes of this provision and may be grieved in accordance with the terms of this Agreement.

SECTION 4. The employer may limit the use of county vehicles to one car/take home car per household should two family members be employed by this agency.

SECTION 5. The Employer retains the right to install GPS devices on any County vehicles. Prior to installation, the Employer will meet with the Union to discuss details.

**ARTICLE 36
PAST PRACTICE**

SECTION 1. 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. take place and said alteration is put in writing and signed by the parties.

SECTION 2. Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, shall not be altered until and unless good faith discussion through the labor/management meeting between the Employer and the F.O.P. take place.

**ARTICLE 37
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

SECTION 1. 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. The applicability of Civil Service shall be governed by the Ohio Revised Code.

**ARTICLE 38
DRUG / ALCOHOL TESTING**

SECTION 38.1. Drug/Alcohol testing may be conducted on employee's post-incident, upon reasonable suspicion, or at random. Any random testing program will be developed with input from the Union.

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 38.2. 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 Employer 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 38.3. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence and/or otherwise too impaired to perform his duties. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

SECTION 38.4.

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result e 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 Employer 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 Employer 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 38.5.

- 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 Employer 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 Employer may request a third (3rd) test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer 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 38.6. A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

SECTION 38.7. If the testing required above has produced a positive result, the Employer 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 38.8. 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 38.9. 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 38.10. All test results and actions taken under or pursuant to this Article shall be kept confidential to the extent provided by state and federal law.

SECTION 38.11. An employee on prescribed medication which his or her doctor notified the employee it would impact his or her ability to perform the essential functions of the job in a safe manner shall notify the Employer of such medication. The Employer may send the employee to a Medical Review Officer to ensure said employee is capable of performing the essential functions in a safe manner.

**ARTICLE 39
PROBATIONARY PERIOD**

(This is for clarification purposes)

SECTION 1. The probationary period for new hires is one (1) year. Part-time employment shall not count towards this probationary period. An employee may be removed at any time without appeal during the probationary period.

SECTION 2. The probationary period for full-time promotion is six (6) months. An employee may be removed and placed in their previous position at any time without appeal during the probationary period.

**ARTICLE 40
DURATION OF AGREEMENT**

SECTION 1.

- A. This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until midnight 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. 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 28th day of December, 2016.

FOR THE EMPLOYER
David M. Lucas /s/
 David Lucas, Sheriff
 BELMONT COUNTY COMMISSIONERS:
Mark A. Thomas /s/
Ginny Favede /s/
Matt Coffland /s/
Brian D. Butcher /s/
 Brian D. Butcher, Labor Relations Consultant
 Approved as to form:
Daniel P. Fry /s/
 Belmont County Prosecutor

FOR THE UNION
Chuck L. Wilson /s/
 Chuck Wilson - Chief Negotiator
 UNION REPRESENTATIVES:
G. L. Moore /s/
Ronald E. Shaw /s/
Jarrett Weeks /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:05 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation 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 11:05 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 11:05 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-

IN THE MATTER OF RESOLUTION APPROVING A ONE-TIME PAY ADJUSTMENT FOR COMMISSIONERS' OFFICE STAFF

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

Now, therefore be it resolved, the Belmont County Board of Commissioners approves the following one- time pay adjustments for the Commissioners' Office Staff, effective December 25, 2016:

- Jayne Long, Clerk of the Board \$6.00 per hour
- Barb Blake, Fiscal Manager \$4.00 per hour
- Jaclynn Smolenak, Bonnie Zuzak, Jennifer Magyar, and Lisa Vannoy, Assistant Clerks: \$4.00 per hour

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING A ONE-TIME PAY ADJUSTMENT FOR SPECIFIED COMMISSIONER APPOINTED DIRECTORS AND DEPARTMENT HEADS

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

Now, therefore be it resolved, the Belmont County Board of Commissioners approves the following one-time pay adjustment for specified Commissioner appointed Directors and Department Heads:

Last	First	Current Annual	Increase	New Annual	Effective
Minder	Bryan	43,499.040	2,080.000	45,579.040	12/25/2016
Ivan	Dave	41,137.348	4,160.000	45,297.348	12/25/2016
Armitage	Gary	57,496.000	1,664.000	59,160.000	12/25/2016
Regis	Jack	51,902.968	4,160.000	56,062.968	12/25/2016
Bayness	Katherine	61,748.960	4,160.000	65,908.960	12/25/2016
Ellis	Laura	37,754.080	4,160.000	41,914.080	12/25/2016
Hatfield	Nettie (Angela)	46,750.002	4,160.000	50,910.002	12/25/2016

Hill	Steven	49,046.400	4,160.000	53,206.400	12/25/2016
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:06 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator and Jeffrey Stankunas, Esq. of Issac Wiles, pursuant to ORC 121.22 (G)(3) Court Action Exception.

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 11:16 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 11:16 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-

IN THE MATTER OF APPOINTING JEFFREY A. STANKUNAS, ESQ. OF ISAAC WILES AS SPECIAL COUNSEL IN A STATE PERSONNEL BOARD OF REVIEW APPEAL

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve hiring Jeffrey A. Stankunas, Esq. of Isaac Wiles as special counsel in the *appeal of Maryellen DeVaul before the State Personnel Board of Review at the rate of \$180.00 per hour, plus reasonable and necessary expenses.* Pursuant to ORC Section 305.14, this motion is contingent, upon application to the Court of Common Pleas by the Prosecuting Attorney, to secure special counsel.

Upon roll call the vote was as follows:

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

BREAK

***COMMISSIONER FAVEDE STEPPED OUT**

IN THE MATTER OF APPROVING AND SIGNING THE QUIT CLAIM DEED FOR BELMONT COUNTY SANITARY SEWER DISTRICT #3

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Quit Claim Deed for Belmont County Sanitary Sewer District #3 (acting through the Belmont County Commissioners) the Grantor, conveying property located in Pultney and Richland Townships to the Belmont County Port Authority, the Grantee, pursuant to Ohio Revised Code 4582.38; said property is residue of the lands conveyed from the Wheeling & Lake Erie Railway Company to the BCSSD #3. Said property is to be used for the development of a recreational trail for public use.

QUIT CLAIM DEED

BELMONT COUNTY SANITARY SEWER DISTRICT #3 (Acting through the Belmont County Commissioners), the Grantor, for valuable consideration paid, grants to **BELMONT COUNTY PORT AUTHORITY**, a body corporate and politic, the Grantee, whose tax mailing address is 101 N. Market Street, Suite J., St. Clairsville, Ohio 43950, the following described property located in the Townships of Pultney and Richland, Situated in the State of Ohio and County of Belmont, being the residue of the lands conveyed from the Wheeling & Lake Erie Railway Company to the Belmont County Sanitary Sewer District #3, more particularly described as follows:

TRACT ONE:

Being part of Pultney Township, Section 13, Township 6, Range 3.

Beginning at a rebar set on the northerly line of land conveyed to Anthony P. Eden recorded in Volume 727, Page 766 of the Belmont County Deed Records, where a ½ inch diameter rebar with a plastic cap labeled "KYER 6948" found at the Southwest corner of Lot 1C as shown on the Plat of Neffs, recorded in Cabinet D, Slides 44 and 45 of the Belmont County Plat Records, bears South 48° 07' 17" East, 1324.79 feet. The bearing of the westerly line of said Lot 1C being North 01° 06' 00" East.

Thence, from the said point of beginning, South 50° 52' 25" West 26.43 feet to a rebar set, a 5/8 inch diameter rebar with a plastic cap labeled "GREEN & ASSOC." found bears South 50° 52' 25" West 26.66 feet.

Thence, along a curve to the left, having a radius of 1903.58 feet an arc length of 541.74 feet and the chord being North 36° 51' 41" West 539.92 feet, to a rebar set.

thence, North 45° 00' 52" West 104.07 feet to a rebar set;

thence, South 34° 34' 08" West 20.84 feet to a rebar set;

thence, North 45° 00' 52" West 738.39 feet to a point in the easterly edge of County Road 4;

Thence, along the easterly edge of County Road 4, the following six courses:

1) along a curve to the right, having a radius of 982.37 feet, an arc length of 29.95 feet, and the chord being North 44° 08' 28" West 29.95 feet;

2) North 38° 25' 38" East 3.09 feet;

3) North 42° 43' 55" West 59.40 feet;

4) North 40° 49' 08" West 168.96 feet;

5) North 36° 39' 54" West 80.52 feet;

6) North 31° 13' 30" West 84.30 feet to a rebar set;

thence, North 70° 23' 08" East 63.59 feet to a rebar set;

thence, North 21° 36' 52" West 135.81 feet to a rebar set;

thence, along a curve to the left, having a radius of 948.87 feet, an arc length of 131.81 feet, and the chord being North 26° 02' 57" West 131.70 feet to a point in County Road 4;

thence, North 15° 56' 33" East 35.72 feet, with the Southerly line of land conveyed to A. & H. Barnes, recorded in Volume 727, Page 5 of the Belmont County Deed Records, to a point in County Road 4;

thence, along a curve to the right, having a radius of 974.87 feet, an arc length of 160.46 feet, and the chord being South 26° 46' 22" East 160.28 feet to a rebar set;
thence South 21° 36' 52" East 136.72 feet to a rebar set;
thence North 70° 23' 08" East 37.43 feet to a rebar set;
thence, South 21° 36' 52" East 10.47 feet to a rebar set;
thence, along a curve to the left, having a radius of 895.37 feet, an arc length of 156.53 feet, and the chord being South 26° 37' 22" East 156.33 feet to a rebar set;
thence, South 49° 48' 45" East 103.80 feet to a rebar set;
thence, South 52° 01' 22" East 59.73 feet to a rebar set;
thence, South 38° 25' 38" West 66.99 feet to a rebar set;
thence, along a curve to the left, having a radius of 922.37 feet, an arc length of 36.89 feet, and the chord being South 43° 52' 08" East 36.88 feet, to a point in a private drive;
thence, South 45° 00' 52" East 727.36 feet to a rebar set;
thence, South 34° 34' 08" West 13.73 feet to a rebar set;
thence, South 45° 00' 52" East 108.84 feet to a rebar set;
thence, along a curve to the right, having a radius of 1929.58 feet, an arc length of 544.36 feet, and the chord being South 36° 55' 57" East 542.56 feet to the point beginning.
The above described tract contains 2.5285 acres.

TRACT TWO:

Being part of Richland Township, Section 19, Township 6, Range 3.
Beginning at a rebar set on the easterly line of said Section 19, where the northeast corner thereof bears North 00° 31' 47" East 880.84 feet.
Thence, from the said point of beginning, South 00° 31' 47" West 113.00 feet, with the easterly line of said Section 19, to a rebar set, passing a 5/8 inch diameter rebar with a plastic cap labeled "GREEN & ASSOC" found at the northwest and Southwest corners of the land conveyed to John P. Pintarich, recorded in Volume 717, Page 519 of the Belmont County Deed Records, at 25.09 feet and 85.21 feet, respectively.
thence, along a curve to the right, having a radius of 478.34 feet, an arc length of 195.85 feet, and the chord being North 68° 01' 06" West 194.49 feet to a rebar set;
thence, North 56° 17' 20" West 299.50 feet to a rebar set;
thence, along a curve to the left, having a radius of 1637.28 feet, an arc length of 567.07 feet, and the chord being North 66° 12' 40" West 564.24 feet to a rebar set;
at the easterly line of the land conveyed to L. & M. Novak, recorded in Volume 662, Page 715 of the Belmont County Recorder's Office.
thence, North 26° 24' 02" East 57.18 feet to a 5/8 inch diameter rebar with a plastic cap labeled "GREEN & ASSOC." found.
thence, along a curve to the left, having a radius of 2831.90 feet, an arc length of 8.85 feet, and the chord being South 66° 30' 50" East 8.85 feet to a rebar set;
thence, South 18° 21' 08" West 25.00 feet to a rebar set;
thence, along a curve to the left, having a radius of 2856.90 feet, an arc length of 53.70 feet, and the chord being South 67° 12' 33" East 53.70 feet;
thence, South 67° 44' 52" East 117.20 feet to a rebar set;
thence, North 22° 05' 08" East 25.00 feet to a rebar set;
thence, South 67° 44' 52" East 118.30 feet to a rebar set;
thence, along a curve to the right, having a radius of 3852.80 feet, an arc length of 225.90 feet, and the chord being South 66° 04' 05" East 225.87 feet to a rebar set;
thence, South 64° 22' 52" East 347.10 feet to a rebar set;
thence, along a curve to the left, having a radius of 922.40 feet, an arc length of 134.20 feet, and the chord being South 68° 32' 57" East 134.08 feet to the point of beginning.
The above described tract contains 1.5059 acres.

TRACT THREE

Being part the Richland Township, Sections 19 and 20, Township 6, Range 3.
Beginning at a rebar on the line dividing said Sections 19 and 20, where the Northeast corner of Section 19 and the Southeast corner of Section 20 bears North 89° 42' 46" West 629.55 feet to a marked stone found on said section line, and thence North 89° 20' 03" East 1116.67 feet to said section corner.
Thence, from the said point of beginning South 32° 41' 57" East 78.43 feet to a rebar set;
thence, along a curve to the left, having a radius of 1465.68 feet, an arc length of 22.18 feet, and the chord being South 60° 08' 53" East 22.18 feet;
thence South 59° 42' 52" East 12.12 feet;
thence, along a curve to the right, having a radius of 2831.93 feet, an arc length of 107.09 feet, and the chord being South 60° 47' 52" East 107.08 feet to a rebar set;
thence South 61° 52' 52" East 398.22 feet to a rebar set in a private drive;
thence, along a curve to the left, having a radius of 2259.01 feet, an arc length of 172.37 feet, and the chord being South 64° 04' 01" East 172.33 feet, to a point in a garage;
thence, South 26° 24' 14" West 98.97 feet, with the westerly line of the land conveyed to L. and M. Novak, recorded in Volume 662, Page 715 of the Belmont County Deed Records, to a 5/8 inch diameter rebar with a plastic cap labeled "GREEN & ASSOC." found;
thence, along a curve to the left, having a radius of 1649.78 feet, an arc length of 93.82 feet, and the chord being North 84° 01' 29" West 93.80 feet, to a point in County Road 4, an iron spike found in the road bears South 11° 20' 31" West 11.39 feet;
thence, North 11° 20' 31" East 65.54 feet to a point in County Road 4;
thence, along a curve to the right, having a radius of 2325.01 feet, an arc length of 69.37 feet, and the chord being North 62° 44' 09" West 69.37 feet to a rebar set;
thence, North 61° 52' 52" West 398.22 feet;
thence, along a curve to the right, having a radius of 2897.93 feet, an arc length of 17.61 feet, and the chord being North 61° 42' 25" West 17.61 feet to a rebar set;
thence, South 32° 41' 57" East 203.51 feet to a rebar set;
thence, South 51° 55' 26" West 87.50 feet to a rebar set;
thence, North 38° 04' 34" West 150.00 feet to a rebar set in the northerly edge of McMahan Creek;
thence, along a curve to the left, having a radius of 641.78 feet, an arc length of 402.95 feet, and the chord being North 58° 27' 16" West 396.36 feet, to a rebar set in the northerly edge of McMahan Creek;
thence, along a curve to the left, having a radius of 1357.67 feet, an arc length of 278.70 feet, and the chord being North 82° 19' 20" West 278.21 feet, to a point in Southerly side of McMahan Creek;
thence, North 00° 17' 14" East 50.60 feet to a point in McMahan Creek;
thence, North 89° 42' 46" West 333.30 feet, with the line dividing said Sections 19 and 20, to a rebar set on the Southerly side of McMahan Creek;
thence, North 00° 17' 14" East 18.25 feet to a point in McMahan Creek;
thence, along a curve to the left, having a radius of 1146.28 feet, an arc length of 270.20 feet, and the chord being North 82° 32' 15" East 269.57 feet, to a rebar set;
thence, North 84° 04' 52" West 115.52 feet to a rebar set;

thence, along a curve to the right, having a radius of 988.37 feet, an arc length of 714.16 feet, and the chord being North 63° 22' 52" West 698.73 feet, to a rebar set;
 thence, North 42° 40' 52" West 1196.59 feet to a rebar set;
 thence, North 47° 19' 08" East 66.00 feet, with the Southeasterly line of the land conveyed to Richard K. Wesley, recorded in Volume 675, Page 431 (Tract Two) of the Belmont County Deed Records, to a rebar set;
 thence, South 42° 40' 52" East 1144.50 feet to a rebar set;
 thence, North 38° 05' 08" East 30.39 feet to a rebar set;
 thence, South 42° 40' 52" East 56.97 feet to a rebar set;
 thence, along a curve to the left, having a radius of 892.37 feet, an arc length of 225.83 feet, and the chord being South 49° 55' 51" East 225.22 feet, to a rebar set;
 thence, South 32° 49' 10" West 30.00 feet to a rebar set;
 thence, along a curve to the left, having a radius of 922.37 feet, an arc length of 433.05 feet, and the chord being South 70° 37' 51" East 429.09 feet, to a rebar set;
 thence, South 84° 04' 52" East 194.40 feet to a rebar set;
 thence, along a curve to the right, having a radius of 1465.68 feet, an arc length of 106.98 feet, and the chord being South 81° 59' 24" East 106.96 feet, to a rebar set;
 thence, North 77° 26' 07" East 101.68 feet to a rebar set;
 thence, along a curve to the right, having a radius of 288.57 feet, an arc length of 368.27 feet, and the chord being South 69° 08' 35" East 343.78 feet, to a point of beginning.
 The above described tract contains 8.0921 acres, of which 3.195 acres are located in said Section 19 and 4.9016 acres are located in said Section 20.

TRACT FOUR:

Being part of Richland Township, Sections 20, 26, and 32, Township 6, Range 3, and Section 2, Township 7, Range 4.
 Beginning at a 5/8 inch diameter rebar with a plastic cap labeled "WWS 5485" found on the easterly side of County Road 4 at the Southwesterly corner of the land conveyed to Richard K. Wesley, recorded in Volume 675, Page 431 (Tract Two) of Belmont County Deed Records, where the northernmost corner of Lot 3 in Kimmell's Subdivision, recorded in Cabinet B, Slide 195 of the Belmont County Plat Records, bears South 46° 03' 14" East 600.81 feet. The bearing of the northeasterly line of said Lot 3 being South 42° 40' 52" East.
 Thence, from the said point of beginning and along a curve to the left, having a radius of 922.37 feet, an arc length of 561.89 feet, and chord being North 76° 02' 46" West 553.24 feet, to a rebar set;
 thence, South 86° 30' 08" West 520.90 feet to a rebar set, passing the line dividing said Sections 20 and 26 at 376.21 feet;
 thence, along a curve to the right, having a radius of 1179.28 feet, an arc length of 382.83 feet, and the chord being North 84° 11' 52" West 381.15 feet, to a rebar set;
 thence, North 74° 53' 53" West 409.58 feet to a rebar set;
 thence, along a curve to the left, having a radius of 5696.65 feet, an arc length of 682.72 feet, and the chord being North 78° 19' 52" West 682.31 feet;
 thence, along a curve to the left, having a radius of 2259.01 feet, an arc length of 613.09 feet, and the chord being North 89° 32' 22" West 611.21 feet, to a rebar set;
 thence South 82° 41' 08" West 463.02 feet to a rebar set in the northerly edge of McMahon Creek;
 thence, South 03° 53' 52" East 60.11 feet to a rebar set;
 thence, South 82° 41' 08" West 313.16 feet to a rebar set;
 thence, along a curve to the left, having a radius of 1053.28 feet, an arc length of 245.22 feet, and the chord being South 76° 00' 03" West 245.22 feet, to a rebar set on the Southerly side of McMahon Creek;
 thence, North 20° 41' 03" West 60.00 feet to a rebar set on the northerly side of McMahon Creek;
 thence, along a curve to the left, having a radius of 1113.28 feet, an arc length of 327.67 feet, and the chord being South 60° 53' 03" West 326.49 feet, to a rebar set;
 thence, South 52° 27' 08" West 157.47 feet to a rebar set;
 thence, along a curve to the right, having a radius of 988.37 feet, an arc length of 760.74 feet, and the chord being South 74° 30' 08" West 742.10 feet, to a rebar set;
 thence, North 83° 26' 52" West 1961.78 feet to a rebar set, passing the line dividing said Sections 26 and 32 at 967.65 feet;
 thence, along a curve to the right, having a radius of 5762.65 feet, an arc length of 502.89 feet, and the chord being North 80° 56' 52" West 502.73 feet, to a rebar set;
 thence, North 78° 26' 52" West 1226.37 feet to a rebar set in McMahon Creek;
 thence, South 11° 33' 08" West 30.00 feet to a rebar set on the northerly side of Township Road 279;
 thence, North 78° 26' 52" West 619.00 feet to a rebar set on the northerly side of Township Road 279;
 thence North 11° 33' 08" East 30.00 feet to a rebar set in Southerly edge of McMahon Creek;
 thence North, 78° 26' 52" West 609.59 feet to a rebar set in northerly side of McMahon Creek;
 thence, along a curve to the left, having a radius of 922.37 feet, an arc length of 718.25 feet, and the chord being South 79° 14' 38" West 700.24 feet, to a rebar set on the Southerly side of Township Road 279;
 thence, South 56° 56' 08" West 226.76 feet to a rebar set;
 thence, along a curve to the right, having a radius of 1465.69 feet, an arc length of 624.53 feet, and the chord being South 69° 08' 33" West 619.81 feet, to a rebar set on the line dividing said Section 2 and 32;
 thence, continuing along the same curve to the right, having a radius of 1465.69 feet, an arc length of 1165.29 and the chord being North 75° 52' 27" West 1134.84 feet, to a rebar set;
 thence, North 53° 05' 52" West 171.27 feet to a rebar set;
 thence, along a curve to the left, having a radius of 922.37 feet, an arc length of 627.83 feet, and the chord being North 72° 35' 52" West 615.78 feet, to a rebar set;
 thence, South 87° 54' 08" West 110.57 feet to a rebar set;
 thence, along a curve to the right, having a radius of 1752.12 feet, an arc length of 386.64 feet, and the chord being North 85° 46' 34" West 385.85 feet, to a 5/8 inch diameter rebar found at the Southeasterly corner of land conveyed to Milton E. Porter, recorded in Volume 733, Page 914 (Second Tract);
 thence, with lines of said land conveyed to Porter, the following three courses:
 1) North 34° 35' 08" East 51.02 feet to a 5/8 inch diameter rebar found;
 2) South 89° 20' 38" West 30.90 feet to a 5/8 inch diameter rebar found;
 3) North 35° 20' 07" West 37.05 feet to a 5/8 inch diameter rebar found;
 thence, South 78° 35' 04" East 21.05 feet to a rebar set;
 thence North, 11° 03' 29" East 27.00 feet to a rebar set;
 thence, along a curve to the left, having a radius of 1659.12 feet, an arc length of 144.76 feet, and the chord being South 81° 26' 30" East 144.72 feet, to a point in McMahon Creek;
 thence, South 06° 03' 31" West 27.00 feet to a rebar set;
 thence, along a curve to the left, having a radius of 1686.12 feet, an arc length of 240.03 feet, and the chord being South 88° 01' 10" East 239.83 feet, to a rebar set on the Southerly side of a private drive;
 thence, North 87° 54' 08" East 110.57 feet to a rebar set;
 thence, along a curve to the right, having a radius of 988.37 feet, an arc length of 672.76 feet, and the chord being South 72° 35' 52" East 659.85 feet, to a rebar set;
 thence, South 53° 05' 52" East 171.27 feet to a rebar set;

thence, along a curve to the left, having a radius of 1399.69 feet, an arc length of 1123.37 feet, and the chord being South 76° 05' 25" East 1093.46 feet, to a point in McMahan Creek and on the line dividing said Sections 2 and 32;
 thence, continuing along the same curve to the left, having a radius of 1399.69 feet, an arc length of 585.85 feet, and the chord being North 68° 55' 35" East 581.59 feet, to a rebar set on the Southerly side of McMahan Creek;
 thence, North 56° 56' 08" East 226.76 feet to a rebar set on the Southerly side of McMahan Creek;
 thence, along a curve to the right, having a radius of 988.37 feet, an arc length of 769.35 feet, and the chord being North 79° 14' 38" East 750.35 feet, to a rebar set;
 thence, South 78° 26' 52" East 2454.96 feet to a rebar set;
 thence, along a curve to the left, having a radius of 5696.65 feet, an arc length of 497.13 feet, and the chord being South 80° 56' 52" East 496.97 feet, to a rebar set;
 thence, South 83° 26' 52" East 1961.78 feet to a rebar set, passing a rebar set on the line dividing said Sections 26 and 32 and 987.13 feet;
 thence, along a curve to the left, having a radius of 922.37 feet, an arc length of 709.94 feet, and the chord being North 74° 30' 08" East 692.54 feet, to a rebar set in Township Road 259;
 thence, North 52° 27' 08" East 157.47 feet to a rebar set Township Road 259;
 thence, along a curve to the right, having a radius of 1179.28 feet, an arc length of 622.27 feet, and the chord being North 67° 34' 08" East 615.08 feet, to a rebar set;
 thence, North 82° 41' 08" East 779.76 feet to a point in McMahan Creek, passing a rebar set at 320.68 feet;
 thence, along a curve to the right, having a radius of 2325.01 feet, an arc length of 631.01 feet, and the chord being South 89° 32' 22" East 629.07 feet, to a rebar set on the Southerly side of McMahan Creek;
 thence, along a curve to the right, having a radius of 5762.65 feet, an arc length of 690.63 feet, and the chord being South 78° 19' 52" East 690.22 feet, to a rebar set in McMahan Creek;
 thence, South 74° 53' 52" East 343.92 feet to a point in McMahan Creek;
 thence South 88° 57' 01" East 570.79 feet to a rebar set on the line dividing said Section 20 and 26;
 thence, South 00° 30' 00" West 33.92 feet, with said section line, to a rebar set in McMahan Creek;
 thence, North 86° 30' 08" East 371.59 feet to a rebar set;
 thence, along a curve to the right, having a radius of 988.37 feet, an arc length of 506.23 feet, and the chord being South 78° 49' 29" East 500.71 feet, to a 5/8 inch diameter rebar with a plastic cap labeled "WWS 5485" found on the easterly side of County Road 4;
 thence, South 25° 55' 59" East 113.69 feet, with the westerly line of the said land conveyed to Richard K. Wesley, to the point of beginning.

The above described tract contains 23.5575 acres, of which 1.341 acres are located in said Section 20, 9.5768 acres are located in said Section 26, 8.7922 acres are located in said Section 32, and 3.8144 acres are located in said Section 2.

The rebars set are 1/2 inch in diameter and 30 inch in length, set flush to the ground and with a plastic cap labeled "AJ SMITH 6960". The bearings used herein are based on the Plat of Neffs recorded in Cabinet D, Slides 44 and 45 of the Belmont County Plat Records.

This description was prepared by Allen J. Smith, Ohio Professional Surveyor No. 6960, from actual field survey completed on or about April 9, 1999.

Prior Instrument Reference: Volume 720, Page 361 and Volume 757,
 Page 613 Deed Records.

Permanent Parcel No.s: 32-03962-000; 32-03963-000; 32-03964-000;
 32-03965-000; 32-03965-001; 32-03966-000;
 32-03966-001; 26-03730-000

THERE IS EXCEPTED AND RESERVED to Grantor, its successors and assigns, the right to utilize the subsurface of the premises for the extension of utility lines for the benefit of the citizens of Belmont County, including, but not limited to, water and sewer lines.

THERE IS FURTHER EXCEPTED AND RESERVED to Grantor, its successors and assigns, the right to swap comparable, contiguous, land with any portion of the Property conveyed hereby for the purpose of constructing and/or maintaining utility facilities for Belmont County.

THERE IS ALSO EXCEPTED AND RESERVED to Grantor, its successors and assigns, all of the oil and gas, in and underlying the above described premises and all of the oil and gas bearing sands, strata, formations and horizons in which oil and gas may be, or may have been found, including coalbed methane gas, together with the exclusive right to produce all of said oil and gas, together with the further right to pool said oil and gas with others, WITHOUT, HOWEVER, the right to enter upon the surface of said premises.

THERE IS ALSO EXCEPTED AND RESERVED to Grantor, its successors and assigns, any oil and gas leases relating to the premises conveyed.

THIS CONVEYANCE IS ALSO MADE SUBJECT to that certain Memorandum of Understanding between Grantor and the Ohio River Development Co. attached hereto and made a part hereof as Exhibit A.

TOGETHER with the improvements, bridges, tunnels, tracks and all the appurtenances thereon, EXCEPTING AND RESERVING and UNDER and as herein further provided.

UNDER AND SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and any water ways passing under, across or through the Premises, (3) any easements or agreements of record or otherwise affecting the Premises, (4) to the state of facts which a personal inspection or accurate survey would disclose, and (5) to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said GRANTOR as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid.

WITNESS THE FOLLOWING SIGNATURE(S):

BELMONT COUNTY SANITARY SEWER DISTRICT #3

By: BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/
MARK A. THOMAS

Absent
GINNY FAVEDE

Matt Coffland /s/
MATT COFFLAND

Upon roll call the vote was as follows:

December 28, 2016

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

Reconvened Friday, December 30, 2016 at 8:35 a.m. Present: Commissioners Coffland and Thomas and Jayne Long, Clerk. Absent: Commissioner Favede.

NO FURTHER ACTION TAKEN

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting.
Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of January, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Mark A. Thomas and Jayne Long, President Pro-Tem 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.

Mark A. Thomas /s/_____ PRESIDENT PRO-TEM

Jayne Long /s/_____ CLERK