

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, 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 Mr. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,000,868.41

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$36,740.00

S11 FOREIGN TRADE ZONE/PORT AUTHORITY

FROM	TO	AMOUNT
E-9798-S011-S02.013 Contract Projects	E-9798-S011-S10.074 Transfers Out	\$10,000.00

S77 COMM BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$5.85

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P07.006 Hospitalization	E-1511-W080-P01.002 Salary	\$2,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers between funds as follows:

S11 FOREIGN TRADE ZONE AND THE S12 BEL. CO. PORT AUTHORITY/PORT AUTHORITY

FROM	TO	AMOUNT
E-9798-S011-S10.074 Transfers Out	R-9799-S012-S04.574 Transfers In	\$10,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows:

SENIORS-Donna Steadman to Moundsville, WV, on June 4, 11, 18 & 25, 2019, for a senior outing to the Four Seasons Pool. Shirley Jo Case and Mike McBride to Columbus, OH, on June 14, 2019, to attend a seminar/training at Ashland University. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING BRENDA LUCAS, WESTERN DIVISION COURT DEPUTY CLERK, TO START AUTHORIZED UNPAID FAMILY MEDICAL LEAVE

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Brenda Lucas, Western Division Court Deputy Clerk, to start authorized unpaid Family Medical Leave on May 22, 2019 until she is released to return to work, not to exceed June 22, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING CITY OF ST. CLAIRSVILLE'S APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the City of St. Clairsville's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$ 50,000.00, based upon the recommendation of Belmont County Engineer, Terry Lively, for paving of various city streets. The estimated cost is \$ 191,196.00 of which \$ 50,000.00 will be from the vehicle license tax fund.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF AWARDING THE BID FOR ENGINEER'S PROJECT 18-3 BEL-84-1.30 CULVERT REPLACEMENT TO TURN-KEY TUNNELING, INC.

Motion made by Mr. Meyer, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s project 18-3 BEL-84-1.30 Culvert Replacement to the low bidder, Turn-Key Tunneling, Inc., in the amount of \$565,500.00 based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF [Belmont Co. Commissioners
ORCHARD LANE (PRIVATE ROAD [Courthouse
WARREN TWP., SEC. 9 T-8, R-6 [St. Clairsville, Ohio 43950
[Date May 29, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Orchard Lane (Private Road), Warren Township, Section 9, T-8, R-6 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Kent Gallagher, F.O., Warren Township Trustees, 516 N. Chestnut St, Barnesville, OH 43713

You are hereby notified that the 12th day of June, 2019, at 9:45 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
 Clerk of the Board

- Mail by certified return receipt requested
 cc: Warren Township Trustees
 Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF PROPOSED ROAD NAME [Belmont Co. Commissioners
CHANGE FROM COOK ROAD (T-128) TO [Courthouse
THORNTON LANE, WASHINGTON TWP. [St. Clairsville, Ohio 43950
SEC. 6, T-5, R-4, SMITH TWP. SEC. 1, T-6, R-4 [Date May 29, 2019
AND MEAD TWP. SEC. 31 & 36, T-5, R-3

Motion made by Mr. Meyer, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the hearing regarding the request to change the name of Cook Road (T-128) located in Washington Township, Section 6, T-5, R-4, Smith Township, Section 1, T-6, R-4 and Mead Township, Sections 31 & 36, T-5, R-3, to Thornton Lane, pursuant to the Ohio Revised Code Section 5541.04 and proceed with the required notification.

To: Loretta Goddard, F.O., Washington Township Trustees, 46540 E. Captina Highway, Alledonia, OH, 43902.
Janette Carson, F.O., Smith Township Trustees, 45636 Hart Road, Belmont, OH, 43718.
David Albright, F.O., Mead Township Trustees, 53322 Cash Ridge Road, Shadyside, OH, 43947.

You are hereby notified that the 12th day of June 2019, at 10:00 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
 Clerk of the Board

- Mail by certified return receipt requested
 cc: Washington, Smith & Mead Township Trustees
 Engineer’s Dept.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES, THE OHIO DEPARTMENT
OF MEDICAID AND THE BOARD OF COMMISSIONERS/SUBGRANT NO. G-2021-11-5901

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Subgrant Agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid and the Belmont County Board of Commissioners for Subgrant Number G-2021-11-5901, effective July 1, 2019 through June 30, 2021.

Note: The execution of this biennial agreement is required in order for the Belmont County Dept. of Job and Family Services to receive their state and federal funding in public assistance, child support and children services.

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-2021-11-5901
RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as “ODJFS”), the Ohio Department of Medicaid (hereinafter referred to as “ODM”) and the Belmont County Board of Commissioners (hereinafter referred to as “Board”), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21 and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two “pass-through entities” and a “subrecipient” as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Belmont County for the operation of the Belmont County Department of Job and Family Services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS

- A. “County family services agency” means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981.

County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.

- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty of state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by the Departments to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.

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- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Belmont CDJFS/PCSA/CSEA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Belmont County and of the Belmont County CDJFS/CSEA/PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As pass-through entities under OMB 2 CFR 200 (Uniform Guidance), the Departments may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

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- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, the Departments, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS/.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Sections 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Age Discrimination Act of 1975 (42 USC §6101 et seq.), Title II of the Americans with Disabilities Act of 1990 (42 USC §12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2019 through June 30, 2021, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

- B. In addition to Article IV-A, above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANTS/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2020 and 2021 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time either of the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of the Departments of the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
 - 1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and account procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 - 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under which Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
 5. Real Property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by the Subgrantee or its subgrantee(s) with Subgrant funds will be governed by provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni-Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received;
 2. Maintenance of internal controls;
 3. Compliance with all state and federal laws, and regulation, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512;
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510;
 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a correction action plan in accordance with 2 CFR 200.411; and

7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any one of the three parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following receipt of the notice by the other parties.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, as applicable, if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, the Departments may take any or all of the following actions deemed appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;

2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities:
3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
4. Perform any other tasks the Departments require.

D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, with a copy to the ODM Chief Legal Counsel at 50 West Town Street, 5th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any additional addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by all three parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

1. Any subgrants made by the Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. Duties as a Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, ODM agrees to be responsible for any liability directly relating to any and all acts of negligence by ODM. The extent permitted by law, Subgrantee agrees to be responsible for any liability directly relating to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or Departments.

- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment: In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as pass-through entities evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. Counterpart: This Agreement may be executed in on, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Belmont County DJFS/PCSA/CSEA G-2021-11-5901 Page 9 of 10

Signature Page Follows
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Belmont County DJFS/PCSA/CSEA G-2021-11-5901 Page 10 of 10

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
SIGNATURE PAGE
G-2021-11-5901**

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Belmont County DJFS/PCSA/CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Vince Gianangeli .s. 5-22-19
CDJFS/PCSA/CSEA Director Date

Kimberly Hall, Director Date
OHIO DEPARTMENT OF MEDICAID

Josh Meyer /s/ 5-29-19
County Commissioner Date

Maureen Corcoran, Director Date

Jerry Echemann /s/ 5-29-19
County Commissioner Date

J. P. Dutton /s/ 5-29-19
County Commissioner Date

APPROVED AS TO FORM:

David K. Liberati /s/ Assist P.A.

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE LETTER AGREEING TO TERMS OF THE GRANT REQUIREMENTS AND PLAN SUBMITTED TO QUALIFY FOR OHIO DEPT. OF CORRECTIONS TARGETED COMMUNITY ALTERNATAIVES TO PRISON (T-CAP) GRANT/COMMON PLEAS COURT

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the letter agreeing to the terms of the grant requirements and the plan submitted to qualify for the Ohio Department of Corrections **Targeted Community Alternatives to Prison (T-CAP)** grant on behalf of the Belmont County Common Pleas Court.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING THE PURCHASE OF ONE (1) 2019 DODGE CHARGER/ADULT PROBATION

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the purchase of one (1) 2019 Dodge Charger in the amount of \$26,279.60 from Greve Chrysler of Van Wert, Ohio for the Belmont County Common Pleas Court Adult Probation department; this will be paid from the court's T-CAP grant funds and will replace their 2009 Chevrolet Impala.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

Mr. Meyer noted the vehicle was purchased through state purchasing.

OPEN PUBLIC FORUM-Richard Hord asked for an update on the East Ohio Regional Industrial Park (EORIP) in the Barnesville area. Larry Merry, Port Authority Director, said the 5th building at the Industrial Park is under construction with more coming. Mr. Dutton said it is great to see the activity level there and thinks it will continue. Mr. Meyer said it's amazing how things have grown since he and Commissioner Dutton took office. Mr. Merry added the county and Port Authority have been working on the Joint Economical Development District II (JEDD2) Industrial Park on Ohio 147. He said there are seven new buildings there and a total of over 500 employees between the two parks. He said the Port Authority has added over 140 acres to the EORIP this year. Mr. Dutton said the state is really on this part of this region to develop more job ready sites. Mr. Hord questioned what the difference is between the Department of Development/Community Improvement Corporation (DOD/CIC) and the Port Authority. Mr. Meyer said the DOD/CIC is more private, but the Board of Commissioners try to work closely with both entities. Mr. Dutton added there are not a lot of similarities between what the Port Authority and DOD/CIC are focused on, but they both better the county.

BREAK

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:31 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
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Mr. Echemann Yes
 Mr. Dutton Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 9:55 a.m.
 Upon roll call the vote was as follows:

Mr. Meyer Yes
 Mr. Echemann Yes
 Mr. Dutton Yes

Note: Commissioner Meyer said there will be action later today as a result of executive session once the motions are prepared.

Common Pleas Judge Frank Fregiato, Administrator Laura Zupko and Chief Probation Officer Ed Gorence briefly visited to discuss the purchase of a new truck to expand the county’s drug court community service program. Mr. Meyer said the Commissioners will research it to see if it’s financially feasible.

11:06 a.m.-AS A RESULT OF THE PREVIOUS EXECUTIVE SESSION-

**IN THE MATTER OF RESOLUTION APPROVING TENTATIVE
 AGREEMENT AND COLLECTIVE BARGAINING AGREEMENT
 BETWEEN THE BELMONT COUNTY COMMISSIONERS
 AND AFSCME, AFL-CIO LOCAL #3678**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the following:

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). 2018-MED-11-1209 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). 2018-MED-11-1209 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Board’s authorized representative(s), are authorized to execute the collective bargaining agreement on behalf of the Employer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 29th day of May, 2019.

Upon roll call the vote was as follows:

Mr. Meyer Yes
 Mr. Echemann Yes
 Mr. Dutton Yes

**IN THE MATTER OF ADOPTING RESOLUTION TO SIGN
 COLLECTIVE BARGAINING AGREEMENT BETWEEN
 THE BELMONT COUNTY COMMISSIONERS AND UWUA LOCAL #492**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the following:

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, the Fact-Finding Award issued in SERB Case No(s). 2017-MED-09-1128 was deemed certified by the State Employment Relations Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that each Commissioner will affix his signature to the Signature Page of the Collective Bargaining Agreement prepared in accordance with the above referenced Fact-Finding Award.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 29th day of May, 2019.

**AGREEMENT
 BETWEEN
 BELMONT COUNTY
 WATER & SEWER DISTRICT
 AND
 UTILITY WORKERS UNION OF AMERICA
 SERB CASE NO. 2017-MED-09-1128
 Effective from February 7, 2019 through February 6, 2022 TABLE OF CONTENTS**

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ARTICLE 1

PREAMBLE AND PURPOSE

Section 1.01. This Agreement, entered into by the Belmont County Sanitary Sewer District, hereinafter referred to as the "Employer," and Utility Workers Union of America, hereinafter referred to as the "Union," has as its purpose the following:

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

ARTICLE 2

UNION RECOGNITION

Section 2.01. The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board, 2017-REP-04-0048:

All full time employees in the positions of Chief Water Plant Operator III, Water Plant Operator III, Water Plant Operator II, Water Plant Operator I, Operator-in-Training (Water Plant), Chief Wastewater Plant Operator III, Wastewater Plant Operator III, Wastewater Plant Operator II, Wastewater Plant Operator I, Collection System Supervisor, Wastewater Pump Technician II, Wastewater Pump Technician I, Wastewater Pump technician, Collection System Operator II, Collection System Operator I, Collection System Operator, Crew Leader, Meter Reader, Mechanic/Distribution Maintenance II, Mechanic/Distribution Maintenance I, Mechanic/Distribution Maintenance, Utility Worker II, Utility Worker I, Utility Worker, Equipment Operator II, Equipment Operator I, Equipment Operator, Master Mechanic II, Master Mechanic I, Master Mechanic, Accounts Billing Clerk, Accounts Payable Clerk, Accounts Receivable Clerk, Accounts Billing Clerk Lead, Accounts Payable Clerk Lead, Accounts Receivable Clerk Lead, Locator II, Locator I, Locator, General Secretary, Draftsman, Draftsman I, and Draftsman II.

Section 2.02. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 2.03. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relation Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 2.03. Notwithstanding the provisions of this Article, all other employees, including but not limited to all seasonal and all casual employees, are excluded.

ARTICLE 3

DUES DEDUCTION

Section 3.01. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form will be collected by the Union and submitted by the Union to the Employer. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 3.02. All deductions provided for in this Article, accompanied by an alphabetical list of all employees, their addresses and social security numbers, for whom deductions have been made, shall be transmitted to Treasurer of UWUA Local 492 no later than the thirty-first (31) day following the end of the pay period in which the deduction is made.

Section 3.03. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues.

Section 3.04. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; in accordance with this Agreement; or (6) resignation by the employee from the Union.

Section 3.05. 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 Union dues.

Section 3.06. The parties agree that neither the employees nor the Union 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 period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.07. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 3.08. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.09. The Employer will provide the local president or his/her designee thirty (30) minutes during the new employee orientation period to discuss joining the Union with any new hires. The Employer will provide complete contract information of new employees electronically to the local president within thirty (30) days of the new employee's date of hire.

ARTICLE 4

UNION REPRESENTATION

Section 4.01. The Employer agrees to admit not more than two (2) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday, for the purpose of processing grievances or attending meetings as permitted herein, provided reasonable advance notice is given to the Employer. Upon arrival, the Union representative shall identify himself or herself to the Employer or the Employer's designee.

Section 4.02. The Employer shall recognize no more than four (4) employees to act as Union stewards listed as follows for the purposes of processing grievances in accordance with the Grievance Procedure.

- A. _____
- B. _____
- C. _____
- D. _____

Section 4.03. The Union shall provide to the Employer an official roster of its officers and local Union Steward which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate Supervisor; and

E. Union office held.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

Section 4.04. The investigation or writing of the grievances shall be during working time so long as kept to a minimum and does not interrupt the operations of the business, and for the following reasons:

- A. Attendance at a grievance or disciplinary hearing, as provided in this Agreement, scheduled during regular duty hours.
- B. Labor/Management meetings, as provided in this Agreement, scheduled during regular duty hours.
- C. Except as otherwise approved by the Director.

Section 4.05. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no steward or representative of the Union either employee or non-employee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct meetings involving on-duty employees except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union representative shall cease Union activities immediately upon the verbal or written request of the Employer or designee or upon the request of the employee's immediate supervisor or the supervisor of the area where the activity is being conducted.

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 5.01. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Belmont County Sanitary Sewer District in addition to all its other functions and responsibilities. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline employees for just cause;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. To manage and determine the location, type, and number of physical facilities, equipment, programs, and work to be performed;
- F. To determine the size, composition, and duties of the workforce, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and the areas worked;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To take actions to carry out the mission of the office as a governmental unit;
- K. To maintain and improve the efficiency and effectiveness of operations and programs;
- L. To determine and implement necessary actions in emergency situations; and/or
- M. To subcontract if necessary.

Section 5.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified by this Agreement shall remain the function of the Employer.

**ARTICLE 6
NO STRIKE / NO LOCKOUT**

- A. Inasmuch as this Agreement provides a mechanism for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Belmont County. Therefore:
 - 1. The Union agrees that neither it, its officers, agents, representatives, or Members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members during the life of this Agreement.
 - 2. The Employer agrees that neither it, its officer, agents, representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of Members of the Union, unless those Members shall have violated Section (A)(1) of this Article.

**ARTICLE 7
NONDISCRIMINATION**

Section 7.01. Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, sexual orientation, gender identity, race, color, religion, national origin, disability as defined in the Americans with Disabilities Act, genetic information, veteran status, or military status.

The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 7.02. 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 7.03. The Employer agrees not to interfere with the rights of employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.04. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 7.05. Complaints of sexual harassment shall be made in accordance with the Employer's Policy against sexual harassment.

**ARTICLE 8
DISCIPLINE AND DISCHARGE**

Section 8.01. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause, which includes, but is not limited to, violations of the Employer's policies and work rules, and/or infractions mentioned in R.C. 124.34 (A).

Determination of appropriate discipline will be made considering the principles of progressive discipline, which include the nature and seriousness of the offense and the employee's record of discipline. Discipline shall usually be progressive, but depending on the severity of the offense, may proceed immediately to termination.

Section 8.02. Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than twenty-four (24) hours prior to the conference the employee will be given notice of the allegations which may be the basis for disciplinary action. An employee may request representation by a union steward or the Division Chair in any meeting with a supervisor or Employer representative that the employee reasonably believes will result in discipline or discharge.

Section 8.03. Verbal and written reprimands are not subject to the binding arbitration procedure, but may be grieved. More severe discipline, including suspensions, demotions and discharge are subject to the grievance and arbitration procedure. The grievance may be filed at the Step from which the discipline was issued.

Section 8.04. Records of suspension shall cease to have force and effect thirty-six (36) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall cease to have force and effect twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 8.05. The Employer will make available to the Union a copy of any suspension, discharge, or pre-disciplinary report that the Employer has issued.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.01. A grievance is defined as an allegation that the terms of this Agreement have been violated. Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

Section 9.02. Time limits set forth herein may only be extended by a mutual agreement of the parties. The Union 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 not answered by the Employer or Employer's designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 9.03.

Step 1: In order for a grievance to receive consideration under this procedure, the grievant must submit the grievance in writing on the grievance form to the Supervisor within fourteen (14) calendar days of the date the grievant knew or should have known of the occurrence that gave rise to the grievance. The Supervisor shall meet with the grievant within seven (7) calendar days of receiving the grievance and respond within seven (7) calendar days after the meeting. If the Supervisor fails to respond within seven (7) calendar days, the grievance shall be considered denied and may be advanced to the next step.

Step 2: A grievance unresolved at Step 1 may be submitted to the Director within seven (7) calendar days of the Step 1 response. The Director will meet with the grievant and his steward and respond within fourteen (14) calendar days of the meeting. The Union staff representative may also attend this meeting, and the Union is entitled to a copy of the adjustment of any grievance upon his or her request.

Section 9.04. All grievances must contain the following information to be considered.

- A. The aggrieved employee's name and signature;
- B. The aggrieved employee's classification
- C. The date the grievance was filed in writing;
- D. The date and time the grievance occurred;
- E. The location where the grievance occurred
- F. A description of the incident giving rise to the grievance;
- G. The specific articles and sections of the agreement violated; and
- H. The desired remedy to resolve the grievance.

Section 9.05. Any grievance may be brought by an employee covered by this Agreement or the Union. Any grievance brought by the Union must be signed by an employee who is employed within one of the classifications of the certified bargaining unit.

Section 9.06. Grievances bearing on the interests of a number of employees shall be reduced to writing on the grievance form.

Section 9.07. The Employer shall advise the Union of the Employer's designee for Step 2 of the grievance procedure.

Section 9.08. This grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling grievances between the parties, and all arbitration and pre-arbitration settlements signed by the parties consistent with this procedure shall be binding on the affected bargaining unit employees, the Union, and the Employer.

Section 9.09. The grievant may be represented at a grievance hearing by the UWUA and an authorized union steward and the local Union President/Division Chair, per Article 4.

Section 9.10. The grievant and his authorized employee representative shall not suffer loss of pay for attending a grievance hearing during his or her regular working hours.

ARTICLE 10 ARBITRATION

Section 10.01. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the issuance of the Employer's designee's Step 2 written response, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance. In the event the grievance is not referred to arbitration within the thirty (30) days, the grievance shall be considered resolved based on Step 2 response and the Union specifically waives any right to process the grievance to arbitration unless the parties agree to hold the grievance in abeyance to continue attempts to resolve.

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service or AAA and either party may reject one (1) entire list. Hearing procedures shall be in accordance with the FMCS rules.

The arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws; or
2. Contrary to, or inconsistent with, or changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer, subject to challenge under Chapter 2711 ORC. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally. The expense of any non-employee witness shall be borne, if any, by the party calling that witness. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

ARTICLE 11 APPLICATION OF CIVIL SERVICE LAW

Section 11.01. The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Ohio Revised Code covering the same subject matter, and in particular, but not limited to, all provisions and procedures governing probationary employees and probationary periods, layoffs, and job abolishments. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction over the employees in the bargaining unit.

ARTICLE 12 LABOR MANAGEMENT MEETINGS

Section 12.01. The Employer and/or their representatives agree to meet at least quarterly with up to three (3) representatives of the Union to discuss matters of mutual concern.

Section 12.02. The Union shall submit to the Employer an agenda with a list of issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda and, if so, notify the Union of the scheduled meeting date and any items the Employer wishes to add to the agenda. Additional meetings shall be scheduled with mutual agreement subject to the terms of this Article.

Section 12.03. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;

- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency; and
- E. Consider and discuss health and safety matters relating to employees.

Section 12.04. Employee Union representatives shall be released from their assigned duties to attend Labor/Management meetings.

Section 12.05. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13 SENIORITY

Section 13.01. "Departmental Seniority" shall be computed on the basis of the last hiring date 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, within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 13.02. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 13.03. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 13.04. The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within fifteen (15) calendar days of posting or said list shall be deemed valid by all parties.

Section 13.05. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 14 PROBATIONARY PERIODS

Section 14.01. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee may be terminated at any time during his or her probationary period and shall have no appeal over such removal.

Section 14.02. An employee that successfully bids on a promotion within the bargaining unit will be required to successfully complete a probationary period in his or her newly appointed position. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for a period of one hundred twenty (120) calendar days. A newly promoted employee may be returned by the Employer to his or her former position at any time during his or her promotional probationary period and shall have no appeal over such return. The employer will provide in writing, to the employee and Union, a reason for the return. The provisions of this Section will also apply to an employee that is assigned to a new classification within the bargaining unit. An employee denied a promotion or returned during the promotional probationary period shall not be used to fill the promoted position temporarily.

The action of return to the prior position for not successfully completing a probationary period shall not be considered a disciplinary action. Any employee demoted under this Section will go back to his or hers previous wage.

Section 14.03. Time on leave of absence or other non-paid leaves shall not be counted toward the completion of the probationary periods.

ARTICLE 15 POSTING OF JOB OPENINGS

Section 15.01. When the Employer determines to fill a vacancy in a classification in the bargaining unit other than by original appointment, the vacancy shall be filled in accordance with this Article.

Section 15.02. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the Employer's bulletin board for ten (10) calendar days. During the posting period, anyone wishing to apply for the vacancy that is not already in that classification may do so by submitting a written application to the Employer. The Division Chair may submit such an application with the approval and on behalf of an employee that is otherwise unable to submit the application. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applicants that do not meet the minimum qualifications for the job.

Section 15.03. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to seventy-five (75) days at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis, or for a longer period of time while the appointee fills in for an employee that is absent due to sickness, disability, or other approved leave of absence. If the temporary appointee is a new hire, the Employer may remove him or her from the position with no appeal when the absent employee returns, or when it is clear that the absent employee will not return and the Employer determines not to fill the position on a permanent basis, or when the Employer selects another person to fill the vacancy on a permanent basis, or when the position is abolished, or when the absent employee or the temporary is bumped due to a reduction in force.

If the Employer has made a temporary appointment, but determines there is a permanent vacancy (for example, because the employee on leave from the position will not be returning), the Employer may keep the temporary appointee on during the posting and selection process. If the temporary appointee is the successful bidder, his or her probationary period will begin when he or she is appointed on a non-temporary basis. The Employer will credit the employee with all of his or her temporary service toward the probationary period.

Section 15.04. All timely-filed applications from qualified, eligible applicants shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability to perform the essential functions of the position. Physical and mental ability are used as qualifiers to determine whether or not a person can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by the ADA) that can with or without reasonable accommodation perform the essential functions of the position. Where more than one applicant is deemed qualified and where the Employer determines that the qualifications of those applicants are relatively equal, then the appointment will be made based on departmental seniority.

Section 15.05. Bids shall be submitted to the Employer's designee on a form to be provided by the Employer.

Section 15.06. The Employer may provide training to all employees who wish to become qualified in various job duties of higher-rated classifications in order of seniority as opportunities arise.

ARTICLE 16 LAYOFF AND RECALL

Section 16.01. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 16.02. The Employer shall determine in which classification(s) and which location(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their department seniority and their ability to perform the remaining work available with minimum training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work with minimum training, the employee(s) with the least seniority will be laid off first.

A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified per minimum job requirements and capable of performing the available work.

B. The affected employees shall have three (3) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified per minimum job requirements. Any employee not submitting such request within three (3) days shall be considered to have accepted the layoff.

Section 16.03. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months for the classification from which they are laid off and other lower paid classifications in the unit. 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 job classification per minimum job requirements, to which they are recalled.

Section 16.04. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided.

Section 16.05. In the case of a long term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his or her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 16.06. The Employer agrees there will be no new hires in any classification where there is a recall list.

Section 16.07. This article supersedes and replaces the civil service laws and rules for job abolishment and layoff of bargaining unit positions and employees.

ARTICLE 17

ON-CALL

Section 17.01. Call Truck: Any employee taking home a county truck as the on call employee shall receive \$25 (Twenty Five Dollars) for each day assigned to the call truck.

ARTICLE 18

PAY PERIODS & PAYCHECKS

Section 18.01. There will normally be twenty-six (26) pay periods of each calendar year. The Employer agrees to distribute paychecks in a sealed envelope or electronic equivalent on Friday by the regular schedule. In the event of emergency conditions the Employer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

ARTICLE 19

BULLETIN BOARDS

Section 19.01. The Employer agrees to provide a bulletin board for use exclusively by the Union.

Section 19.02. The Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of non-political standing committees and independent non-political arms of the Union; and
- G. publications, rulings of policies of the Union.

All other notices of any kind not covered in A through G above must receive prior approval from the Employer or his designee. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- H. personal attacks upon any other member or any other employee;
- I. attacks on any employee organization, regardless of whether the organization has local membership; and
- J. attacks on and/or favorable comments regarding a candidate for public office or Union office, or for office in another employee organization.

ARTICLE 20

HOURS OF WORK AND OVERTIME

Section 20.01. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 20.02. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with an unpaid lunch period. The standard lunch period for full time employees shall be one-half (½) hour. The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday (seven (7) day period). This does not preclude Management from changing the work week for legitimate business reasons. The Employer may require employees to sign time cards, or use swipe cards, or follow similar procedures to account for time actually worked.

Section 20.03. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (1½) times his or her regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime.

Any employee actually working sixteen hours or more is required to have at least an eight-hour period of rest prior to returning to work. Any employee working twelve hours or more is required to have at least a six-hour period of rest prior to returning to work. Any regularly scheduled hours missed due to the rest period requirements will be paid at the appropriate rate of pay.

Section 20.04. There shall be two (2) fifteen (15) minute paid rest periods in each regular shift each work day. Such rest periods shall be scheduled whenever practicable approximately midpoint in the first (1st) one-half (½) of the employee's regular work shift and in the second (2nd) one-half (½) of the shift. Rest periods shall be taken at such time and such manner that does not interfere with the efficiency of the work unit. Rest periods are intended to be a recess to be preceded and followed by an extended work period, therefore, they shall not be used to cover an employee's late arrival to work or early departure, nor shall they be accumulative if not taken.

ARTICLE 21

LEAVES OF ABSENCE

Section 21.01. Personal Leave or Disability Leave. Upon the advanced written request of a permanent employee, the Employer may grant the employee a leave of absence without pay. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) consecutive months. Whenever possible, any request for a leave of absence without pay must be made at least sixty (60) days prior to the commencement of the desired leave.

Section 21.02. 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. A leave of absence shall be requested on the standard Request for Leave form.

Section 21.03. Because they are not in an active pay status, employees who are granted an authorized leave of absence without pay do not earn sick leave, or vacation leave credit. Additionally, they do not qualify for paid holidays or other benefits that require an employee to be in active pay status.

Section 21.04. 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 notice to the employee. Such action may also result in disciplinary action up to or including termination.

Section 21.05. Reinstatement from Leave. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. (If the employee would have been laid off the employee shall be placed on the recall list for his or her classification if the recall list is still in effect.) An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work immediately upon expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 21.06. Military Leave. The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military service.

Section 21.07. Jury and Witness Leave. An employee who is:

- A. called for jury duty;
- B. subpoenaed as a witness in a case in which he is not a party;
- C. a party in an action related to his employment in which his interest is not adverse to that of Belmont County

shall be granted full pay for regularly scheduled working hours.

Employees released from court or jury duty prior to the end of their scheduled work day shall report to work for the remaining hours of their shift unless other arrangements have been made with the Department Head. The time an employee spends at court jury duty or court service shall be considered hours worked for purposes of calculating overtime, unless such court time is directly related or is an integral part of the employee's work duties. Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his or her regular scheduled working days.

Section 21.08. The Employer will comply with applicable provisions of the Family and Medical Leave Act (FMLA) for employees in the bargaining unit, per the Commissioners' policies governing their employees.

Section 21.09. Union Leave. Each of the elected representatives of the unit shall be granted up to eighty (80) hours of unpaid time off for the purpose of educational and internal union business each calendar year. However, vacation leave or leave without pay may be used at the employee's option. Each representative shall provide the employer with at least two (2) weeks' notice ahead of using the time allotted in this provision.

ARTICLE 22 **SICK LEAVE**

Section 22.01. Crediting of Sick Leave. Sick leave credit shall be earned in accordance with R.C. 124.38. Unused sick leave shall accumulate without limit.

Section 22.02. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 24.01 of this Agreement.

Section 22.03. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (½) hour. Employees on paid sick leave shall be considered on active pay status and as time worked for the purpose of computing overtime.

Section 22.04. Uses of Sick Leave.

- A. Sick leave may be requested for:
 - 1. Illness, injury, or pregnancy-related condition of the employee.
 - 2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
 - 3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner.
 - 4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time beyond any bereavement leave benefit, not to exceed three (3) days.
 - 5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
 - 6. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.
- B. Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 22.05. Evidence Required for Sick Leave Usage. The Employer shall require an employee to complete a leave form. For any illness exceeding three (3) days a doctor's certificate shall be required. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any documentation that contains protected information shall be submitted directly to the County Human Resources Department.

Section 22.06. Notification by Employees. When an employee is unable to report to work, he shall notify his/her immediate supervisor or other designated person no later than one-half (½) hour after the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 22.07. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in dismissal and may result in refund of salary or wages paid.

Section 22.08. Physician's Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 22.09. Physician's Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 22.10. Sick Leave Conversion.

- A. A County employee, with ten (10) years of service who retires in accordance with the provisions of PERS or any retirement plan offered by the state, shall be paid one-fourth (¼) of the value of his or her earned but unused leave credit. The maximum of such payment, however, shall be for thirty (30) days of sick leave.
- B. Such payment shall be based on the employee's hourly rate of pay at the time of retirement.
- C. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- D. Eligible County employees retiring from active service shall request such payment in writing, in order to initiate the payment process.
- E. The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph A above. Such payment shall be made in accordance with Section 2133.04 ORC, or paid to the employee's estate.

ARTICLE 23 **HOLIDAYS**

Section 23.01. All full-time employees (in active pay status the entire regularly scheduled work day immediately preceding and subsequent to the holiday) are entitled to the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	Twenty-fifth day of December

Section 23.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 23.03. If a full-time employee is required to work on one of the recognized holidays, he or she shall receive time and one-half (½) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 23.04. A full-time bargaining unit employee shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

**ARTICLE 24
VACATION**

Section 24.01. Forty (40) hour per week full-time bargaining unit employees are eligible for paid vacation leave according to the following eligibility guidelines:

- After 1 year service 80 hours vacation (3.1 hours per pay period)
- After 5 years' service 120 hours vacation (4.6 hours per pay period)
- After 13 years' service 160 hours vacation (6.2 hours per pay period)
- After 20 years' service 200 hours vacation (7.7 hours per pay period)

Vacation leave shall only be accumulated while an employee is in active pay status. Full-time employees who are in active pay status for less than their number of regularly scheduled hours in any pay period will have their vacation accrual prorated for the pay period.

Section 24.02. The Employer may require that vacations be pre-selected prior to the beginning of each calendar year. Otherwise, each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker.

Section 24.03. All vacation scheduling is subject to prior approval of the Employer.

Section 24.04. Effective upon execution of this Agreement, an employee shall not be permitted to carry over more than three (3) years of vacation leave. Effective January 1, 2020, an employee shall not be permitted to carry over more than two (2) years of vacation leave. When an employee reaches their next anniversary date after January 1, 2020, the employee will have any vacation leave over the two (2) year carry over limit cashed out and eliminated. Effective January 1, 2021, an employee shall not be permitted to carry over more than one (1) year of vacation leave. When an employee reaches their next anniversary date after January 1, 2021, the employee will have any vacation leave over the one (1) year carry over limit cashed out and eliminated. At that point, employees will not be permitted to accrue over one (1) years' worth of vacation (calculated at their applicable accrual rate).

Section 24.05. No employee will be entitled to vacation leave under any circumstances until he or she has completed one (1) year of employment with the County.

Section 24.06. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 24.07. Employees will receive credit for prior service with the state or any political subdivision of the State of Ohio in accordance with Section 9.44 ORC, subject to Section 124.34 ORC.

**ARTICLE 25
INSURANCE**

Section 25.01. Full time bargaining unit employees shall be offered the same health insurance benefits/plan options as all other Belmont County Board of Commissioners' non-bargaining unit employees, subject to the same eligibility requirements, deductibles, co-pays, conditions, premium contributions, etc. as established by the Belmont County Board of Commissioners, as the same are amended from time to time.

Section 25.02. Eligible employees will be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 as the same is amended from time to time.

Section 25.03. The Employer, or the County as appropriate, reserves sole discretion to amend:

- A. The plan(s); or
- B. Any amount the Employer, the County, or any employee or other person covered under a plan is required pay under or toward the plan(s);

to avoid employer (or related party) penalties (fines, taxes, loss of funding, or other penalties) under applicable state or national laws, regulations, executive orders, directives, rulings, or the like, or to avoid the treatment of the benefits under the plan as taxable to an employee or a person covered under the plan(s).

**ARTICLE 26
LIABILITY INSURANCE**

Section 26.01. Subject to the terms of the contract with the carrier employees in the bargaining unit will be covered by the county-wide liability insurance.

**ARTICLE 27
WAGES**

Section 27.01. The wages scales for 2019, 2020, and 2021 are attached as Appendix A, Appendix B, and Appendix C respectively. Each scale shall become effective in the first full pay period after January 1st of the respective year.

Section 27.02. The parties agree to the following longevity schedule:

YEARS OF SERVICE	DOLLARS PER HOUR
4	\$0.12
5	\$0.12
6	\$0.12
7	\$0.26
8	\$0.20
9	\$0.14
10	\$0.14
11	\$0.14
12	\$0.14
13	\$0.13
14	\$0.10
15	\$0.10
16	\$0.10
17	\$0.10
18	\$0.10
19	\$0.10
20	\$0.10
21	\$0.06
22	\$0.06
23	\$0.06

24	\$0.06
25	\$0.06

**ARTICLE 28
SEVERABILITY CLAUSE**

Section 28.01. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 28.02. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

**ARTICLE 29
WAIVER IN CASE OF EMERGENCY**

Section 29.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union’s replies on grievances; and
- B. all work rules and/or agreements and practices relating to the assignment of all Department employees.

Section 29.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 30
INCLEMENT WEATHER**

Section 30.01.

A. If a weather emergency is declared in Belmont County, the Employer or designee will make a decision regarding closing the office. A weather emergency is where the county or city restricts travel except for emergency vehicles. In such an emergency, when the office is closed, non-essential employees normally scheduled to work will not be required to report to work and will receive pay for the employee’s normal day.

Statewide, there are three (3) snow emergency levels that the County Sheriff can declare.

1. Level I Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Roads are also icy and drivers should use caution.
2. Level II Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the county and township roads. Listen to radio stations and/or contact employers to see if you should report to work.
3. Level III Snow Emergency – All county and township roads are closed to non-emergency personnel. No one should be out unless it is absolutely necessary to travel. All employees should listen to radio stations and/or contact employers to see if they should report to work. Those traveling on county and township roads may subject themselves to arrest.

The above snow emergency levels declared by a sheriff should not be confused with a “State of Emergency” which may be issued by elected officials of the affected jurisdiction (mayor, county commissioners, township trustees, etc.). A State of Emergency is generally not issued unless local resources are not adequate to handle the emergency or disaster and state assistance is needed. The office will automatically be closed to the public during a declared Level III Snow Emergency or when a State of Emergency is declared in Belmont County.

B. During a countywide emergency, employees shall comply with the following:

1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.
2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his/her sick leave or vacation account charged accordingly.
3. Part-time employees who are scheduled to work will be treated in the same manner as full-time employees for purposes of this section. (Hours paid will not exceed the employee’s scheduled number of work hours.)
4. Certain designated employees of the Employer may be considered essential employees under this section and are responsible for responding to emergency situations and snow/ice removal as directed.

C. Employees who are not able to report to work due to weather conditions when no weather emergency has been declared may, at their supervisor’s direction, make up the lost hours within the same workweek or use other available leave time not including sick leave.

D. Notwithstanding the provisions above, the Employer retains the right to close the department offices, or to remain open during periods of inclement weather or other emergency conditions, at his/her discretion and based upon operational needs and work load requirements. Employees required to work during emergency conditions shall not be entitled to any additional compensation.

**ARTICLE 31
SAFETY TIMEOUT**

Section 31.1. If at any time a member feels the need to stop a job for reason of an unsafe condition that presents an imminent danger of death or serious harm, they may do so without retribution. If a member calls a safety timeout, work shall stop immediately and a discussion shall take place between the crew and their supervisor as to what needs done to correct the situation.

If the issue isn’t resolved to the member’s satisfaction the supervisor will refer the matter to the Director or his designee. The decision of the Director or his designee will be final. Should the employee still feel that conditions present an imminent danger of death or serious harm, a qualified and willing employee will be selected to complete the work.

**ARTICLE 32
UNIFORMS AND TOOLS**

Section 32.1. The County shall furnish all uniforms to employees whose job requires the use of them. Further the County shall provide all tools necessary to each employee for use in the performance of their duties.

**ARTICLE 33
DURATION OF AGREEMENT**

Section 33.01. This Agreement shall be effective February 7, 2019 and shall remain in full force and effect until midnight, February 6, 2022.

Section 33.02. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations upon receiving notice of intent.

Section 33.03. Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 33.01.

Section 33.04. 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 33.05. This Agreement and all associated Memorandums of Understanding constitute the entire Agreement between the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 29th day of May, 2019.

FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

Josh Meyer /s/
Josh Meyer, President

J. P. Dutton /s/
 J.P. Dutton, Commissioner

Jerry Echemann /s/
 Jerry Echemann, Commissioner

Kelly Porter /s/
 Kelly Porter, Director

Katie Bayness /s/
 Katie Bayness, Human Resources Administrator
 FOR UWUA:

Richard A Cossell /s/
 UWUA Representative

Jason Wensel /s/ President
 Bargaining Committee Member

Joshua Granlich /s/ Vice President
 Bargaining Committee Member

Michael C. Reed /s/ Division Chairperson
 Bargaining Committee Member

Michael Scott Whiteman /s/ Treasurer
 Bargaining Committee Member

David McMillen /s/ Steward
 Bargaining Committee Member

APPROVED AS TO FORM:
David K. Liberati /s/

Dave Liberati, Assistant County Prosecutor

**APPENDIX A
 2019 WAGE SCALE**

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$15.00
	1 ST ANNUAL	\$15.50
	2 ND ANNUAL	\$16.00
WATER PLANT OPERATOR I	STARTING	\$20.00
	1 ST ANNUAL	\$20.50
	2 ND ANNUAL	\$21.00
	TOP TIER	\$21.50
WATER PLANT OPERATOR II	STARTING	\$22.00
	1 ST ANNUAL	\$22.50
	2 ND ANNUAL	\$23.00
	TOP TIER	\$23.50
WATER PLANT OPERATOR III	STARTING	\$24.50
	1 ST ANNUAL	\$25.00
	2 ND ANNUAL	\$25.50
	TOP TIER	\$26.00
CHIEF WATER PLANT OPERATOR III	STARTING	\$27.00
	1 ST ANNUAL	\$27.50
	2 ND ANNUAL	\$28.00
	TOP TIER	\$28.50
WASTEWATER PLANT OPERATOR I	STARTING	\$19.50
	1 ST ANNUAL	\$20.00
	2 ND ANNUAL	\$20.50
	TOP TIER	\$21.00
WASTEWATER PLANT OPERATOR II	STARTING	\$21.50
	1 ST ANNUAL	\$22.00
	2 ND ANNUAL	\$22.50
	TOP TIER	\$23.00
WASTEWATER PLANT OPERATOR III	STARTING	\$24.00
	1 ST ANNUAL	\$24.50
	2 ND ANNUAL	\$25.00
	TOP TIER	\$25.50
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$26.50
	1 ST ANNUAL	\$27.00
	2 ND ANNUAL	\$27.50

	TOP TIER	\$28.00
COLLECTION SYSTEM SUPERVISOR	STARTING	\$20.00
	1 ST ANNUAL	\$20.50
	2 ND ANNUAL	\$21.00
	TOP TIER	\$21.50
COLLECTION SYSTEM OPERATOR	STARTING	\$15.25
	1 ST ANNUAL	\$15.75
	2 ND ANNUAL	\$16.25
	TOP TIER	\$16.75
COLLECTION SYSTEM OPERATOR I	STARTING	\$16.75
	1 ST ANNUAL	\$17.25
	2 ND ANNUAL	\$17.75
	TOP TIER	\$18.25
COLLECTION SYSTEM OPERATOR II	STARTING	\$18.75
	1 ST ANNUAL	\$19.25
	2 ND ANNUAL	\$18.75
	TOP TIER	\$20.25
WASTEWATER PUMP TECHNICIAN	STARTING	\$16.50
	1 ST ANNUAL	\$17.00
	2 ND ANNUAL	\$17.50
	TOP TIER	\$18.00
WASTEWATER PUMP TECHNICIAN I	STARTING	\$18.00
	1 ST ANNUAL	\$18.50
	2 ND ANNUAL	\$19.00
	TOP TIER	\$19.50
WASTEWATER PUMP TECHNICIAN II	STARTING	\$20.00
	1 ST ANNUAL	\$20.50
	2 ND ANNUAL	\$21.00
	TOP TIER	\$21.50
CREW LEADER	STARTING	\$21.00
	1 ST ANNUAL	\$21.50
	2 ND ANNUAL	\$22.00
	TOP TIER	\$22.50
MECHANIC/DISTRIBUTION MAINTENANCE	STARTING	\$15.50
	1 ST ANNUAL	\$16.00
	2 ND ANNUAL	\$16.50
	TOP TIER	\$17.00
MECHANIC/DISTRIBUTION MAINTENANCE I	STARTING	\$17.00
	1 ST ANNUAL	\$17.50
	2 ND ANNUAL	\$18.00
	TOP TIER	\$18.50
MECHANIC/DISTRIBUTION MAINTENANCE II	STARTING	\$19.00
	1 ST ANNUAL	\$19.50
	2 ND ANNUAL	\$20.00
	TOP TIER	\$20.50
MECHANIC	STARTING	\$15.50
	1 ST ANNUAL	\$16.00
	2 ND ANNUAL	\$16.50
	TOP TIER	\$17.00
MASTER MECHANIC	STARTING	\$19.00
	1 ST ANNUAL	\$19.50
	2 ND ANNUAL	\$20.00

	TOP TIER	\$20.50
MASTER MECHANIC I	STARTING	\$20.50
	1 ST ANNUAL	\$21.00
	2 ND ANNUAL	\$21.50
	TOP TIER	\$22.00
MASTER MECHANIC II	STARTING	\$22.50
	1 ST ANNUAL	\$23.00
	2 ND ANNUAL	\$23.50
	TOP TIER	\$24.00
DRAFTSMAN	STARTING	\$16.00
	1 ST ANNUAL	\$16.50
	2 ND ANNUAL	\$17.00
	TOP TIER	\$17.50
DRAFTSMAN I	STARTING	\$17.50
	1 ST ANNUAL	\$18.00
	2 ND ANNUAL	\$18.50
	TOP TIER	\$19.00
DRAFTSMAN II	STARTING	\$19.50
	1 ST ANNUAL	\$20.00
	2 ND ANNUAL	\$20.50
	TOP TIER	\$21.00
LOCATOR	STARTING	\$16.00
	1 ST ANNUAL	\$16.50
	2 ND ANNUAL	\$17.00
	TOP TIER	\$17.50
LOCATOR I	STARTING	\$17.50
	1 ST ANNUAL	\$18.00
	2 ND ANNUAL	\$18.50
	TOP TIER	\$19.00
LOCATOR II	STARTING	\$19.50
	1 ST ANNUAL	\$20.00
	2 ND ANNUAL	\$20.50
	TOP TIER	\$21.00
GENERAL SECRETARY	STARTING	\$14.50
	1 ST ANNUAL	\$15.00
	2 ND ANNUAL	\$15.50
	TOP TIER	\$16.00
ACCOUNTS BILLING CLERK	STARTING	\$14.50
	1 ST ANNUAL	\$15.00
	2 ND ANNUAL	\$15.50
	TOP TIER	\$16.00
ACCOUNTS RECEIVING CLERK	STARTING	\$14.50
	1 ST ANNUAL	\$15.00
	2 ND ANNUAL	\$15.50
	TOP TIER	\$16.00
ACCOUNTS PAYABLE CLERK	STARTING	\$14.50
	1 ST ANNUAL	\$15.00
	2 ND ANNUAL	\$15.50
	TOP TIER	\$16.00
ACCOUNTS BILLING LEAD CLERK	STARTING	\$15.50
	1 ST ANNUAL	\$16.00
	2 ND ANNUAL	\$16.50

	TOP TIER	\$17.00
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$15.50
	1 ST ANNUAL	\$16.00
	2 ND ANNUAL	\$16.50
	TOP TIER	\$17.00
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$15.50
	1 ST ANNUAL	\$16.00
	2 ND ANNUAL	\$16.50
	TOP TIER	\$17.00
UTILITY WORKER	STARTING	\$15.00
	1 ST ANNUAL	\$15.50
	2 ND ANNUAL	\$16.00
	TOP TIER	\$16.50
UTILITY WORKER I	STARTING	\$16.50
	1 ST ANNUAL	\$17.00
	2 ND ANNUAL	\$17.50
	TOP TIER	\$18.00
UTILITY WORKER II	STARTING	\$18.50
	1 ST ANNUAL	\$19.00
	2 ND ANNUAL	\$19.50
	TOP TIER	\$20.00
EQUIPMENT OPERATOR	STARTING	\$17.00
	1 ST ANNUAL	\$17.50
	2 ND ANNUAL	\$18.00
	TOP TIER	\$18.50
EQUIPMENT OPERATOR I	STARTING	\$18.50
	1 ST ANNUAL	\$19.00
	2 ND ANNUAL	\$19.50
	TOP TIER	\$20.00
EQUIPMENT OPERATOR II	STARTING	\$20.50
	1 ST ANNUAL	\$21.00
	2 ND ANNUAL	\$21.50
	TOP TIER	\$22.00

**APPENDIX B
2020 WAGE SCALE**

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$15.26
	1 ST ANNUAL	\$15.77
	2 ND ANNUAL	\$16.28
WATER PLANT OPERATOR I	STARTING	\$20.35
	1 ST ANNUAL	\$20.86
	2 ND ANNUAL	\$21.37
	TOP TIER	\$21.88
WATER PLANT OPERATOR II	STARTING	\$22.39
	1 ST ANNUAL	\$22.89
	2 ND ANNUAL	\$23.40
	TOP TIER	\$23.91
WATER PLANT OPERATOR III	STARTING	\$24.93
	1 ST ANNUAL	\$25.44
	2 ND ANNUAL	\$25.95
	TOP TIER	\$26.46
	STARTING	\$27.47

CHIEF WATER PLANT OPERATOR III	1 ST ANNUAL	\$27.98
	2 ND ANNUAL	\$28.49
	TOP TIER	\$29.00
WASTEWATER PLANT OPERATOR I	STARTING	\$19.84
	1 ST ANNUAL	\$20.35
	2 ND ANNUAL	\$20.86
	TOP TIER	\$21.37
WASTEWATER PLANT OPERATOR II	STARTING	\$21.88
	1 ST ANNUAL	\$22.39
	2 ND ANNUAL	\$22.89
	TOP TIER	\$23.40
WASTEWATER PLANT OPERATOR III	STARTING	\$24.42
	1 ST ANNUAL	\$24.93
	2 ND ANNUAL	\$25.44
	TOP TIER	\$25.95
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$26.96
	1 ST ANNUAL	\$27.47
	2 ND ANNUAL	\$27.98
	TOP TIER	\$28.49
COLLECTION SYSTEM SUPERVISOR	STARTING	\$20.35
	1 ST ANNUAL	\$20.86
	2 ND ANNUAL	\$21.37
	TOP TIER	\$21.88
COLLECTION SYSTEM OPERATOR	STARTING	\$15.52
	1 ST ANNUAL	\$16.03
	2 ND ANNUAL	\$16.53
	TOP TIER	\$17.04
COLLECTION SYSTEM OPERATOR I	STARTING	\$17.04
	1 ST ANNUAL	\$17.55
	2 ND ANNUAL	\$18.06
	TOP TIER	\$18.57
COLLECTION SYSTEM OPERATOR II	STARTING	\$19.08
	1 ST ANNUAL	\$19.59
	2 ND ANNUAL	\$19.08
	TOP TIER	\$20.60
WASTEWATER PUMP TECHNICIAN	STARTING	\$16.79
	1 ST ANNUAL	\$17.30
	2 ND ANNUAL	\$17.81
	TOP TIER	\$18.32
WASTEWATER PUMP TECHNICIAN I	STARTING	\$18.32
	1 ST ANNUAL	\$18.82
	2 ND ANNUAL	\$19.33
	TOP TIER	\$19.84
WASTEWATER PUMP TECHNICIAN II	STARTING	\$20.35
	1 ST ANNUAL	\$20.86
	2 ND ANNUAL	\$21.37
	TOP TIER	\$21.88
CREW LEADER	STARTING	\$21.37
	1 ST ANNUAL	\$21.88
	2 ND ANNUAL	\$22.39
	TOP TIER	\$22.89
	STARTING	\$15.77

MECHANIC/DISTRIBUTION MAINTENANCE	1 ST ANNUAL	\$16.28
	2 ND ANNUAL	\$16.79
	TOP TIER	\$17.30
MECHANIC/DISTRIBUTION MAINTENANCE I	STARTING	\$17.30
	1 ST ANNUAL	\$17.81
	2 ND ANNUAL	\$18.32
	TOP TIER	\$18.82
MECHANIC/DISTRIBUTION MAINTENANCE II	STARTING	\$19.33
	1 ST ANNUAL	\$19.84
	2 ND ANNUAL	\$20.35
	TOP TIER	\$20.86
MECHANIC	STARTING	\$15.77
	1 ST ANNUAL	\$16.28
	2 ND ANNUAL	\$16.79
	TOP TIER	\$17.30
MASTER MECHANIC	STARTING	\$19.33
	1 ST ANNUAL	\$19.84
	2 ND ANNUAL	\$20.35
	TOP TIER	\$20.86
MASTER MECHANIC I	STARTING	\$20.86
	1 ST ANNUAL	\$21.37
	2 ND ANNUAL	\$21.88
	TOP TIER	\$22.39
MASTER MECHANIC II	STARTING	\$22.89
	1 ST ANNUAL	\$23.40
	2 ND ANNUAL	\$23.91
	TOP TIER	\$24.42
DRAFTSMAN	STARTING	\$16.28
	1 ST ANNUAL	\$16.79
	2 ND ANNUAL	\$17.30
	TOP TIER	\$17.81
DRAFTSMAN I	STARTING	\$17.81
	1 ST ANNUAL	\$18.32
	2 ND ANNUAL	\$18.82
	TOP TIER	\$19.33
DRAFTSMAN II	STARTING	\$19.84
	1 ST ANNUAL	\$20.35
	2 ND ANNUAL	\$20.86
	TOP TIER	\$21.37
LOCATOR	STARTING	\$16.28
	1 ST ANNUAL	\$16.79
	2 ND ANNUAL	\$17.30
	TOP TIER	\$17.81
LOCATOR I	STARTING	\$17.81
	1 ST ANNUAL	\$18.32
	2 ND ANNUAL	\$18.82
	TOP TIER	\$19.33
LOCATOR II	STARTING	\$19.84
	1 ST ANNUAL	\$20.35
	2 ND ANNUAL	\$20.86
	TOP TIER	\$21.37
	STARTING	\$14.75

GENERAL SECRETARY	1 ST ANNUAL	\$15.26
	2 ND ANNUAL	\$15.77
	TOP TIER	\$16.28
ACCOUNTS BILLING CLERK	STARTING	\$14.75
	1 ST ANNUAL	\$15.26
	2 ND ANNUAL	\$15.77
	TOP TIER	\$16.28
ACCOUNTS RECEIVING CLERK	STARTING	\$14.75
	1 ST ANNUAL	\$15.26
	2 ND ANNUAL	\$15.77
	TOP TIER	\$16.28
ACCOUNTS PAYABLE CLERK	STARTING	\$14.75
	1 ST ANNUAL	\$15.26
	2 ND ANNUAL	\$15.77
	TOP TIER	\$16.28
ACCOUNTS BILLING LEAD CLERK	STARTING	\$15.77
	1 ST ANNUAL	\$16.28
	2 ND ANNUAL	\$16.79
	TOP TIER	\$17.30
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$15.77
	1 ST ANNUAL	\$16.28
	2 ND ANNUAL	\$16.79
	TOP TIER	\$17.30
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$15.77
	1 ST ANNUAL	\$16.28
	2 ND ANNUAL	\$16.79
	TOP TIER	\$17.30
UTILITY WORKER	STARTING	\$15.26
	1 ST ANNUAL	\$15.77
	2 ND ANNUAL	\$16.28
	TOP TIER	\$16.79
UTILITY WORKER I	STARTING	\$16.79
	1 ST ANNUAL	\$17.30
	2 ND ANNUAL	\$17.81
	TOP TIER	\$18.32
UTILITY WORKER II	STARTING	\$18.82
	1 ST ANNUAL	\$19.33
	2 ND ANNUAL	\$19.84
	TOP TIER	\$20.35
EQUIPMENT OPERATOR	STARTING	\$17.30
	1 ST ANNUAL	\$17.81
	2 ND ANNUAL	\$18.32
	TOP TIER	\$18.82
EQUIPMENT OPERATOR I	STARTING	\$18.82
	1 ST ANNUAL	\$19.33
	2 ND ANNUAL	\$19.84
	TOP TIER	\$20.35
EQUIPMENT OPERATOR II	STARTING	\$20.86
	1 ST ANNUAL	\$21.37
	2 ND ANNUAL	\$21.88
	TOP TIER	\$22.39

APPENDIX C

2021 WAGES

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$15.49
	1 ST ANNUAL	\$16.01
	2 ND ANNUAL	\$16.52
WATER PLANT OPERATOR I	STARTING	\$20.66
	1 ST ANNUAL	\$21.17
	2 ND ANNUAL	\$21.69
	TOP TIER	\$22.20
WATER PLANT OPERATOR II	STARTING	\$22.72
	1 ST ANNUAL	\$23.24
	2 ND ANNUAL	\$23.75
	TOP TIER	\$24.27
WATER PLANT OPERATOR III	STARTING	\$25.30
	1 ST ANNUAL	\$25.82
	2 ND ANNUAL	\$26.34
	TOP TIER	\$26.85
CHIEF WATER PLANT OPERATOR III	STARTING	\$27.88
	1 ST ANNUAL	\$28.40
	2 ND ANNUAL	\$28.92
	TOP TIER	\$29.43
WASTEWATER PLANT OPERATOR I	STARTING	\$20.14
	1 ST ANNUAL	\$20.66
	2 ND ANNUAL	\$21.17
	TOP TIER	\$21.69
WASTEWATER PLANT OPERATOR II	STARTING	\$22.20
	1 ST ANNUAL	\$22.72
	2 ND ANNUAL	\$23.24
	TOP TIER	\$23.75
WASTEWATER PLANT OPERATOR III	STARTING	\$24.79
	1 ST ANNUAL	\$25.30
	2 ND ANNUAL	\$25.82
	TOP TIER	\$26.34
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$27.37
	1 ST ANNUAL	\$27.88
	2 ND ANNUAL	\$28.40
	TOP TIER	\$28.92
COLLECTION SYSTEM SUPERVISOR	STARTING	\$20.66
	1 ST ANNUAL	\$21.17
	2 ND ANNUAL	\$21.69
	TOP TIER	\$22.20
COLLECTION SYSTEM OPERATOR	STARTING	\$15.75
	1 ST ANNUAL	\$16.27
	2 ND ANNUAL	\$16.78
	TOP TIER	\$17.30
COLLECTION SYSTEM OPERATOR I	STARTING	\$17.30
	1 ST ANNUAL	\$17.82
	2 ND ANNUAL	\$18.33
	TOP TIER	\$18.85
COLLECTION SYSTEM OPERATOR II	STARTING	\$19.36
	1 ST ANNUAL	\$19.88
	2 ND ANNUAL	\$19.36

	TOP TIER	\$20.91
WASTEWATER PUMP TECHNICIAN	STARTING	\$17.04
	1 ST ANNUAL	\$17.56
	2 ND ANNUAL	\$18.07
	TOP TIER	\$18.59
WASTEWATER PUMP TECHNICIAN I	STARTING	\$18.59
	1 ST ANNUAL	\$19.11
	2 ND ANNUAL	\$19.62
	TOP TIER	\$20.14
WASTEWATER PUMP TECHNICIAN II	STARTING	\$20.66
	1 ST ANNUAL	\$21.17
	2 ND ANNUAL	\$21.69
	TOP TIER	\$22.20
CREW LEADER	STARTING	\$21.69
	1 ST ANNUAL	\$22.20
	2 ND ANNUAL	\$22.72
	TOP TIER	\$23.24
MECHANIC/DISTRIBUTION MAINTENANCE	STARTING	\$16.01
	1 ST ANNUAL	\$16.52
	2 ND ANNUAL	\$17.04
	TOP TIER	\$17.56
MECHANIC/DISTRIBUTION MAINTENANCE I	STARTING	\$17.56
	1 ST ANNUAL	\$18.07
	2 ND ANNUAL	\$18.59
	TOP TIER	\$19.11
MECHANIC/DISTRIBUTION MAINTENANCE II	STARTING	\$19.62
	1 ST ANNUAL	\$20.14
	2 ND ANNUAL	\$20.66
	TOP TIER	\$21.17
MECHANIC	STARTING	\$16.01
	1 ST ANNUAL	\$16.52
	2 ND ANNUAL	\$17.04
	TOP TIER	\$17.56
MASTER MECHANIC	STARTING	\$19.62
	1 ST ANNUAL	\$20.14
	2 ND ANNUAL	\$20.66
	TOP TIER	\$21.17
MASTER MECHANIC I	STARTING	\$21.17
	1 ST ANNUAL	\$21.69
	2 ND ANNUAL	\$22.20
	TOP TIER	\$22.72
MASTER MECHANIC II	STARTING	\$23.24
	1 ST ANNUAL	\$23.75
	2 ND ANNUAL	\$24.27
	TOP TIER	\$24.79
DRAFTSMAN	STARTING	\$16.52
	1 ST ANNUAL	\$17.04
	2 ND ANNUAL	\$17.56
	TOP TIER	\$18.07
DRAFTSMAN I	STARTING	\$18.07
	1 ST ANNUAL	\$18.59
	2 ND ANNUAL	\$19.11

	TOP TIER	\$19.62
DRAFTSMAN II	STARTING	\$20.14
	1 ST ANNUAL	\$20.66
	2 ND ANNUAL	\$21.17
	TOP TIER	\$21.69
LOCATOR	STARTING	\$16.52
	1 ST ANNUAL	\$17.04
	2 ND ANNUAL	\$17.56
	TOP TIER	\$18.07
LOCATOR I	STARTING	\$18.07
	1 ST ANNUAL	\$18.59
	2 ND ANNUAL	\$19.11
	TOP TIER	\$19.62
LOCATOR II	STARTING	\$20.14
	1 ST ANNUAL	\$20.66
	2 ND ANNUAL	\$21.17
	TOP TIER	\$21.69
GENERAL SECRETARY	STARTING	\$14.98
	1 ST ANNUAL	\$15.49
	2 ND ANNUAL	\$16.01
	TOP TIER	\$16.52
ACCOUNTS BILLING CLERK	STARTING	\$14.98
	1 ST ANNUAL	\$15.49
	2 ND ANNUAL	\$16.01
	TOP TIER	\$16.52
ACCOUNTS RECEIVING CLERK	STARTING	\$14.98
	1 ST ANNUAL	\$15.49
	2 ND ANNUAL	\$16.01
	TOP TIER	\$16.52
ACCOUNTS PAYABLE CLERK	STARTING	\$14.98
	1 ST ANNUAL	\$15.49
	2 ND ANNUAL	\$16.01
	TOP TIER	\$16.52
ACCOUNTS BILLING LEAD CLERK	STARTING	\$16.01
	1 ST ANNUAL	\$16.52
	2 ND ANNUAL	\$17.04
	TOP TIER	\$17.56
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$16.01
	1 ST ANNUAL	\$16.52
	2 ND ANNUAL	\$17.04
	TOP TIER	\$17.56
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$16.01
	1 ST ANNUAL	\$16.52
	2 ND ANNUAL	\$17.04
	TOP TIER	\$17.56
UTILITY WORKER	STARTING	\$15.49
	1 ST ANNUAL	\$16.01
	2 ND ANNUAL	\$16.52
	TOP TIER	\$17.04
UTILITY WORKER I	STARTING	\$17.04
	1 ST ANNUAL	\$17.56
	2 ND ANNUAL	\$18.07

	TOP TIER	\$18.59
UTILITY WORKER II	STARTING	\$19.11
	1 ST ANNUAL	\$19.62
	2 ND ANNUAL	\$20.14
	TOP TIER	\$20.66
EQUIPMENT OPERATOR	STARTING	\$17.56
	1 ST ANNUAL	\$18.07
	2 ND ANNUAL	\$18.59
	TOP TIER	\$19.11
EQUIPMENT OPERATOR I	STARTING	\$19.11
	1 ST ANNUAL	\$19.62
	2 ND ANNUAL	\$20.14
	TOP TIER	\$20.66
EQUIPMENT OPERATOR II	STARTING	\$21.17
	1 ST ANNUAL	\$21.69
	2 ND ANNUAL	\$22.20
	TOP TIER	\$22.72

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:33 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 11:33 a.m.
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

May 29, 2019

Read, approved and signed this 5th day of June, 2019.

Josh Meyer /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

J. P. Dutton /s/_____

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

Josh Meyer /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK