

St. Clairsville, Ohio

November 18, 2020

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton and Jerry Echemann, Commissioners and Bonnie Zuzak, Clerk of the Board. Absent: Commissioner Josh Meyer

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. Dutton, 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 \$1,444,524.85

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|--|--|---------------|
| E-0131-A006-A02.002 Admin.- Salaries | E-0131-A006-A09.000 Medical | \$17,000.00 |
| E-0131-A006-A02.002 Admin.- Salaries | E-0131-A006-A18.000 Radio/Communication | \$3,000.00 |
| E-0131-A006-A02.002 Admin.- Salaries | E-0131-A006-A19.000 Clothing | \$1,500.00 |
| E-0131-A006-A03.002 Jail- Salaries | E-0131-A006-A08.000 Food | \$30,000.00 |
| E-0131-A006-A04.002 Road- Salaries | E-0131-A006-A25.000 Housing of Prisoners | \$6,128.27 |
| E-0141-A001-C02.002 Salaries | E-0141-A001-C03.010 Supplies | \$10.00 |
| E-0141-A001-C04.012 Equipment | E-0141-A001-C03.010 Supplies | \$5.00 |
| E-0141-A001-C08.000 Advertising & Printing | E-0141-A001-C03.010 Supplies | \$400.00 |
| E-0141-A001-C08.000 Advertising & Printing | E-0141-A001-C11.000 Other Expenses | \$100.00 |
| E-0141-A001-C13.007 Unemployment | E-0141-A001-C03.010 Supplies | \$5,798.63 |

K00 MVGT ENGINEERS

| FROM | TO | AMOUNT |
|------------------------------------|----------------------------------|---------------|
| E-2813-K000-K37.000 Other Expenses | E-2813-K000-K40.074 Transfer Out | \$67,361.92 |

O39 BOND RETIR-ENGINEERS

| FROM | TO | AMOUNT |
|-------------------------------------|--|---------------|
| E-9218O039-O06.051 Interest Payment | E-9218-O039-O05.050 Principal Loan Payment | \$45,638.08 |

S66 BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

| FROM | TO | AMOUNT |
|-----------------------------------|--------------------------------|---------------|
| E-2410-S066-S84.074 Transfers Out | E-2410-S066-S80.000 Other Exp. | \$150,000.00 |

W80 PROSECUTORS-VICTIM ASSISTANCE

| FROM | TO | AMOUNT |
|----------------------------|-------------------------------------|---------------|
| E-1511-W080-P01.002 Salary | E-1511-W080-P07.006 Hospitalization | \$260.00 |

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

K00 MVGT ENGINEERS AND O39 BOND RETIR- ENGINEERS

| FROM | TO | AMOUNT |
|----------------------------------|---------------------------------|---------------|
| E-2813-K000-K40.074 Transfer Out | R-9218-O039-O05.574 Transfer In | \$67,361.92 |

S89 COMMON PLEAS CT-GEN SPEC PROJ AND A00 GENERAL FUND

| FROM | TO | AMOUNT |
|-------------------------------|------------------------------|---------------|
| E-1572-S089-S01.000 Other Exp | R-0040-A000-A45.547 Trans In | \$7,000.00 |

S89 COMMON PLEAS CT-GEN SPEC PROJ AND S55 TARGETED COMM ALTERN TO PRISON

| FROM | TO | AMOUNT |
|-------------------------------|------------------------------|---------------|
| E-1572-S089-S01.000 Other Exp | R-1544-S054-S05.574 Trans In | \$20,000.00 |

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the November 18, 2020 meeting:

A00 GENERAL FUND

| | | |
|---------------------|------------------------------|-------------|
| E-0051-A001-A51.000 | Oil & Gas | \$49,096.18 |
| E-0051-A001-A52.000 | Admin Exp-Lodging Excise Tax | \$3,000.00 |
| E-0057-A006-F06.011 | Veterinary Services | \$1,577.79 |
| E-0061-A002.B02.002 | Salaries-Employees | \$7,000.00 |
| E-0256-A014-A01.000 | CORSA COSTS | \$689.36 |

O39 BOND RETIR-ENGINEERS

| | | |
|---------------------|------------------------|-------------|
| E-9218-O039-O05.050 | Principal Loan Payment | \$67,361.92 |
|---------------------|------------------------|-------------|

S12 PORT AUTHORITY

| | | |
|---------------------|-----------------------|-------------|
| E-9799-S012-S07.000 | Professional Services | \$13,198.16 |
|---------------------|-----------------------|-------------|

S30 OAKVIEW JUV REHABILITATION

| | | |
|---------------------|------|------------|
| E-8010-S030-S54.000 | Food | \$1,896.96 |
|---------------------|------|------------|

| | | |
|--|-----------------------|-------------|
| E-8010-S030-S67.004 | Workers' Compensation | \$6,977.21 |
| <u>S32 OAKVIEW JUV-ACTIVITY FUND</u> | | |
| E-8012-S032-S00.000 | Activity Expenses | \$52.20 |
| <u>S54 CMMN PLS/GEN SPC/MEDIATION SRV</u> | | |
| E-1544-S054-S01.002 | Salaries | \$15,000.00 |
| E-1544-S054-S02.003 | PERS | \$4,000.00 |
| E-1544-S054-S03.004 | Workers' Comp | \$1,000.00 |
| <u>W20 LAW LIBRARY RESOURCES FUND</u> | | |
| E-9720-W020-W02.002 | Salary-Clerk | \$9,000.00 |
| E-9720-W020-W03.003 | PERS | \$1,500.00 |
| E-9720-W020-W04.004 | Workers-Comp | \$300.00 |
| E-9720-W020-W05.005 | Medicare | \$200.00 |

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **ADMINISTRATION FEE LODGING TAX/GENERAL FUND-\$3,000.00** deposited into R-0050-A000-A03.500 on November 16, 2020 (*Administration Fee/Lodging Excise Tax for Third Quarter 2020*)

GENERAL FUND/CORSA REIMBURSEMENT-B&G VEHICLE-\$689.36 CORSA Reimbursement deposited into R-0040-A000-Q00.500 on 11/18/2020. (*Claim No. 0160031733-DOL 11/2/2020*)

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,577.79 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 11-10-2020 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of October 2020 New Horizon Animal Hospital vet bills*)

OIL & GAS RECEIPTS OCTOBER & NOVEMBER/GENERAL FUND-\$

GENERAL FUND OIL & GAS RECEIPTS/ OCTOBER & NOVEMBER-\$49,096.18 deposited into Oil and Gas receipts deposited into R-0050-A000-A02.500 on various dates in September and October 2020

| | |
|--------------|--------------------|
| 10/21/2020 | \$138.65 |
| 10/21/2020 | \$17.17 |
| 10/22/2020 | \$2,260.71 |
| 10/26/2020 | \$41,514.92 |
| 11/02/2020 | \$318.10 |
| 11/02/2020 | \$72.59 |
| 11/02/2020 | \$1,066.94 |
| 11/04/2020 | \$2,701.46 |
| 11/04/2020 | \$901.81 |
| 11/09/2020 | \$103.83 |
| TOTAL | \$49,096.18 |

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated November 18, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 10, 2020.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

Mr. Dutton made the following announcement:

The following changes has been made to the Board's regular meeting schedule:

- TUESDAY, November 24, 2020 at 9:00 a.m. instead of Wednesday, November 25, 2020, due to the Thanksgiving holiday.

Mr. Dutton said they may be moving to limited access to the Courthouse. It is not closing, but they are asking individuals to call in for the information needed, if possible, or to make an appointment. The Board of Commissioners' meetings will still be open to the public with a limit of ten people in the room.

IN THE MATTER OF HIRING ELIZABETH BASICH AS FULL-TIME REGISTERED NURSE/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Elizabeth Basich as full-time Registered Nurse at the Belmont County Jail, effective November 23, 2020.

Note: This is a replacement position.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |

1. The portion of CR 82, to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection with S.R. 149 and extending north approximately 0.05 (250') to the Breeze RCH BL access located at coordinates 40.035289, -80.975575.** It is understood and agreed that the Operator shall not utilize any of the remainder of CR 82 for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **Four hundred THOUSAND & 00/100 DOLLARS (\$400,000.00)** per mile for asphalt roads. **A bond in the amount of \$20,000.00 is being provided.** However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on November 18, 2020.

Executed in duplicate on the dates set forth below.

Authority

By: _____

Joshua M. Meyer, Commissioner

By: J. P. Dutton /s/

John Paul Dutton, Jr. Commissioner

By: Jerome C. Echemann /s/

Jerome C. Echemann, Commissioner

By: Terry Lively /s/

Terry Lively, County Engineer

Dated: 11-18-2020

Approved as to form:

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

Daniel P. Fry, County Prosecutor

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

Operator

By: Tim Murray /s/

Printed name: Tim Murray

Company Name: Ascent Resources-Utica, LLC.

Title: Director – Field Services

Dated: 10/12/2020

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 7 (THROUGH 10/31/2020) FROM COLAIANNI CONSTRUCTION, INC./DIVISIONAL COURTS RENOVATION PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 7 (through 10/31/2020) from Colaianni Construction, Inc., in the amount of \$310,652.16 for the Belmont County Divisional Court Renovation project.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

Mr. Dutton said this project should be complete the first quarter of 2021. The project is in its third phase, but will not be finished under time due to COVID-19 and is likely to not be finished under budget. There are things that could have been disregarded, but for the long-term we didn't want to leave things for a future board and while the contractor is there they know how to address it. The project is already over 25% paid off and anticipate by this time to be over one-third paid off.

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND CANDACE FLEAGANE

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Memorandum of Understanding, effective January 1, 2021 through December 31, 2021, by and between the Board of County Commissioners of Belmont County, Ohio and Candace Fleagane; Ms. Fleagane will assist County with providing for the care and control of cats by reimbursing the County for various expenses associated with the care and control of cats.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 18th day of November, 2020, by and between the Board of County Commissioners of Belmont County, Ohio ("County") and Candace Fleagane ("Fleagane").

WHEREAS, County operates an Animal Shelter primarily for the care and control of dogs pursuant to the Ohio Revised Code; and WHEREAS, Fleagane is concerned with the care and control of cats and desires to assist County with providing for the care and control of cats by reimbursing the County for various expenses associated with the care and control of cats.

NOW THEREFORE, County and Fleagane agree as follows:

- (1) During the term of this agreement, County shall provide a room at the Animal Shelter to house cats that have been surrendered to the Shelter until such time as said cats may be adopted. It is anticipated that the room can accommodate up to 32 cats at any one time.
- (2) Fleagane agrees to assume the cost of providing initial care of cats surrendered to the Shelter so that the same may be adopted. These initial costs shall include routine spay and neutering, and any general health issues. Fleagane shall not assume the cost associated with treatment of any extraordinary injury or serious disease of any individual cat unless agreed to by Fleagane prior to treatment.
- (3) County shall provide spay and neutering services and initial care of the cats through the services of local veterinarians.
- (4) Within ten (10) days of the end of each calendar month, County shall submit to Fleagane the costs incurred by County for spaying, neutering, and providing general routine healthcare to the cats during the preceding calendar month and Fleagane shall pay said amount in full to County within 30 days of receiving the invoice for said costs.
- (5) Since Fleagane is subsidizing the cost of initial healthcare for the cats, the County agrees to reduce the adoption fee for said cats to \$50.00 to allow for more adoptions.
- (6) This Agreement may be terminated by either party upon ten (10) days' notice to the other in writing.
- (7) This Memorandum of Understanding shall remain in effect through, and including, December 31, 2021 and shall terminate at that time unless renewed in writing by County and Fleagane.

11-18-2020
Date

Board of County Commissioners of Belmont County:
J. P. Dutton /s/
J. P. Dutton, President

Date

Candace Fleagane

Approved as to form:

David K. Liberati /s/

David K. Liberati

Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Absent |

Mr. Dutton said this MOU works out very well and are very appreciative. He said the situation with cats at the Animal Shelter was a fiasco. The cat room holds approximately thirty-two cats, at that point there was 60 to 70 cats in the facility. They were not ready for adoption due to not being up to date on shots, etc. We have a much better situation now due to the MOU with Ms. Fleagane. We only keep the number of cats that we can hold in the shelter. This helps keep down disease and other things when you have over population. Mr. Echemann added the Ohio Revised Code only requires the county only have a facility for dogs.

IN THE MATTER OF ENTERING INTO A CONTRACT WITH INTELLINETICS DOCUMENT SCANNING SERVICES/CLERK OF COURTS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a contract with Intellinetics Document Scanning Services, through the State of Ohio Cooperative Purchasing Contract, for digitizing records for the Belmont County Clerk of Courts legacy paper case files in the amount of \$115,020.32 for software and services, based upon the recommendation of Clerk of Courts Cynthia Fregiato.

Note: This will be reimbursed with CARES Act funds.



2190 Dividend Drive Columbus, Ohio 43228 | +1 614 921 8170

Intellinetics Document Scanning Services

For



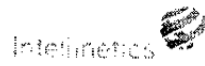
BELMONT COUNTY, OH CLERK OF COURTS
CYNTHIA L. FREGIATO

10/20/2020

No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying or recording, for any purpose without expressed written permission of Intellinetics™. Any software described in this document is furnished under a license agreement or nondisclosure agreement. It is against the law to copy the software on any medium except as specifically allowed in the license or nondisclosure agreement. Any pricing included in this proposal will be honored for thirty (30) days from the date listed above.

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**Scanned + emailed to
Cynthia Fregiato
11/18/2020
DF.*



The Big Picture

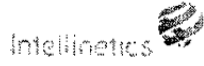
This proposal, focused on digitizing Belmont County Clerk of Court (BCCC) legacy paper case files, reflects a strategic step in a broader vision to:

- Establish new capabilities supporting critical CARES Act mission to help stop the spread of COVID by:
 - a. Providing expanded document access through a web-based portal for BCCC employees
 - b. Employees of the Court and other public offices housed in the building will not have to have face-to-face interactions to provide document access, reducing possible transmission scenarios
- Reinforce and expand County-wide policies and governance with a focus on reducing the footprint of paper documents - both active and those in cold storage
- Take a fresh look at the County's approach to digital document management standards and practices to better support stakeholders and innovate service and business operations
- Reduce the risks, costs, and retrieval issues associated with long-term paper-based records storage
- Integrate digital document tools and strategy into discussions supporting a possible new / next-generation Belmont County Records Center

Intellinetics is pleased to support these goals with this exciting and important step and bringing a unique combination of technology, document processing competencies, and deep experience to be a part of the team to help this vision come to life.

Intellinetics Document Scanning Services (DSS)

This proposal defines the services and deliverables for the conversion of a critical segment of BCCC's repository of legacy paper Case records from 1995-2007, currently held in cold storage at the Oak View Records Center. These services will be provided by the Intellinetics' Document Scanning Services (DSS) division, which operates in partnership with ARC Industries, an



Accredited Community Rehabilitation Provider (CRP) #GDC706. The immersive Intellinetics DSS program employs individuals with developmental disabilities and is focused on training and long-term employment in the community. This proposal is comprised of tasks performed by individuals from both Intellinetics and ARC Industries side-by-side. The tasks provided by DSS program participants are specifically noted within the proposal with the ARC logo. This project may be purchased using Intellinetics State Term Contract # 534558.

Scope of Work

The deliverables to be based upon the following information - there are three primary case types - Civil (CV), Domestic Relations (DR), and Criminal (CR). This proposal and pricing presented is in a "not to exceed" format with a specific top-line investment cap where, once met, no additional work provided without formal approval from BCCC for additional work to be provided.

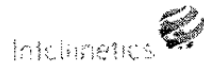
a. Volume of images to be processed

| Element | Case Type | | |
|-----------------------------------|------------------|---------|---------|
| | CR | CV | DR |
| Cases Per Year | 291 | 597 | 370 |
| Pages Per Case | 68 | 83 | 45 |
| Pages Per Year | 19,788 | 49,551 | 16,650 |
| Pages Generated Between 1995-2007 | 237,456 | 594,612 | 199,800 |
| Total Pages | 1,031,868 | | |
| Total Pages + 20% | 1,238,242 | | |

b. Proposal page count (includes 20% estimate for unknowns) = 1,238,242 pages

c. Document Preparation and Transfer

- i. It is assumed that all Case file records will be boxed and ready for transfer before arrival.
- ii. Prior to archiving into boxes, Intellinetics will provide BCCC with box labels for efficiency and consistency in box-archiving methodology
- iii. Intellinetics will provide an on-site team to catalog, pack onto transfer truck(s) and transport to Intellinetics



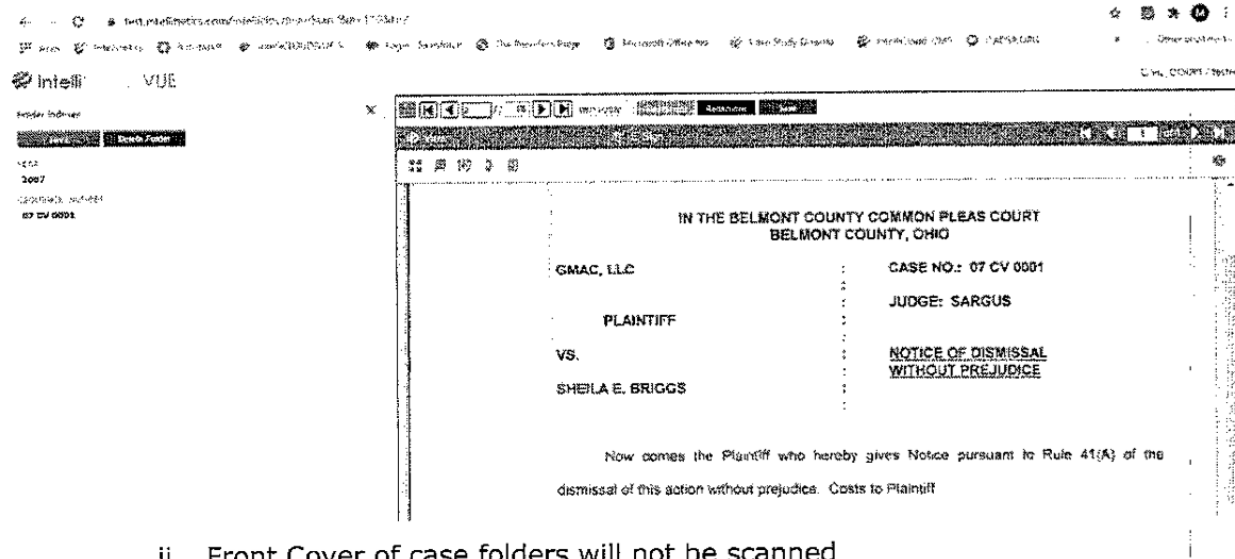
- iv. All boxes will be labeled with information for tracking and inventory and chain of custody
- v. Prior to departing the Oak View Records Center, BCCC will sign-off on box-list and count prior to releasing any documents for transport to Intellinetics
- vi. Upon arrival at Intellinetics, all boxes will be "checked-in" by documenting box details and quantity received and signed-off by Intellinetics personnel

d. Document Processing

- i. All files will be processed with the same model that includes:
 1. Document removal from source box
 2. Staple removal
 3. Fastener removal
 4. Transferred to Scanning / Indexing / Quality Assurance
 5. Document will be reconstituted, re-filed in original folder and re-boxed


e. Scanning and Indexing Processes to be Provided

- i. All related images to be scanned and indexed into the same "folder"




- ii. Front Cover of case folders will not be scanned
- iii. Inside of case folders will not be scanned
- iv. No bound materials, i.e., court transcript, will be scanned
- v. Nothing sealed will be opened
- vi. The outside of sealed enveloped will be scanned, certified mail receipts, if attached, will be scanned as-is attached to the envelope
- vii. Sticky notes, if present, will not be scanned



- f. Indexing Model 
 - i. BCCC may provide .CSV file of summary index information for pre-population into conversion platform
 - ii. Name of Indexes
 - 1. Sequence #
 - 2. Year
 - 3. Case Type

Project Deliverables and Operations Model

One-time Cost Deliverables

- 1. On-site personnel will catalog and stage properly labeled / boxed documents for transfer.
- 2. All BCCC documents received at Intellinetics will go through an intake process to preserve chain of custody and inventory receipt. 
- 3. A secure BCCC IntelliCloud™ domain will be provisioned and configured for project use and enable BCCC to request documents the Intellinetics Client Portal during the conversion process.
- 4. IntelliCloud will remain accessible throughout the duration of the project.
- 5. An audit log of image / index information and page counts will be used for billing and quality assurance.
- 6. Upon project completion, Intellinetics will coordinate all the details for the return of the boxed documents to BCCC.
- 7. Online access Setup and Training
 - a. Intellinetics will configure and activate the Web Access for BCCC as part of this project:
 - i. Scanned case files will be uploaded to the Portal for on-line access
 - ii. Portal Access and Administrative training will be provided, up to four (4) hours in a virtual format:
 - 1. A sample-set of real cases will be loaded into the system as a readiness step for training
 - 2. Site access, search, and retrieval
 - 3. Redaction tools and access control



- 4. Adding new cases to the site
 - iii. Portal access and support for 24 months starting when Portal training is provided
 - iv. Portal includes - Document Redaction, Security and access control utilities for up to three (3) concurrent users.
- 8. Data and Image File Export Model
 - i. All content will be available securely on-line from BCCC's IntelliCloud domain
 - ii. All index and image file data will be provided to BCCC on HDD
 - iii. BCCC will have an array of options to maintain and/or grow its IntelliCloud services post-scanning

High Level Estimate on Project Timeline (after receipt of Order)

- 1. Document Transfer TBD
- 2. Ongoing document conversion services 24-36 Weeks
 - a. Preparation
 - b. Indexing
 - c. Q/A
 - d. Upload
 - e. Document return

Pricing:

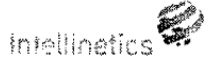
| State Term Schedule Description | State Term Schedule Part Number | Unit | Qty. | Total |
|---|----------------------------------|----------|-------|--------------|
| One-time Software and Services | | | | |
| Intellivue Web Based Viewer Portal | IntelliCloud - VUE HTML-5 Portal | \$15,000 | 2 | \$ 30,000 |
| Document Scanner Specialist - includes Onsite document pickup / return (1 trip each), Job / IntelliCloud setup, Data Export / Upload into BCCC Constituent Portal | I-DSS-PS | \$69.01 | 1,232 | \$ 85,020.32 |

Other Notes

- 1. BCCC is responsible for allowing Intellinetix to return documents within 45 days of written notice of job completion. Notice will be provided to BCCC of job completion including project data delivery. It is requested BCCC provide document-return approval to Intellinetix within 45 days, or a box storage fee of \$500 / month will apply.
- 2. Fifteen (15) file requests per month are available at no additional charge to BCCC while they are off-site at Intellinetix for scanning. Request #16 and above in each month, will incur a \$5 fee and resets at the beginning of each month.

Terms and Conditions

Per the State of Ohio State Term Contract, Intellinetix # 534558.



Payment Terms

100% of one-time software, maintenance, and support with order. Progress-based fees billed monthly where each incremental scanned image processed equates to .060 minutes.

For example, the cost for 25,000 net-new scanned images processed = [(25,000 images x .060 minutes per page) / 60 minutes per hour] x \$69.01 per hour = \$1725.30 due.

Purchase Authorization:

As an authorized representative of my organization, I approve this purchase.

| | |
|--|---|
| <p>X <u>J.P. Dutton</u></p> <p>BCCC SIGNATURE J.P. DUTTON, BELMONT CO. COMMISSION PRES.</p> <p>X <u>Jerry Echemann</u></p> <p>BCCC NAME AND TITLE JERRY ECHEMANN, BEL CO COMMISSION VICE-PRES.</p> | <p><u>11-18-2020</u></p> <p>DATE SIGNED</p> |
|--|---|

| | |
|-----------------------------------|-------------|
| | |
| INTELLINETICS SIGNATURE | DATE SIGNED |
| James F. DeSocio, President & CEO | |

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

IN THE MATTER OF APPROVING PROPOSAL FROM LAUTTAMUS COMMUNICATIONS & SECURITY/JFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from Luttamus Communications & Security in the amount of \$28,249.90 to furnish materials and labor to equip doors with card readers for keyless entry at the Belmont County Job and Family Services, based upon the recommendation of Director Jeff Felton.

Note: This will be reimbursed with CARES Act funds.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

Mr. Dutton said the last two motions are examples of what some of the CARES Act funding is being used for.

IN THE MATTER OF APPROVING THE SERVICE ORDER AGREEMENT

WITH COMCAST BUSINESS FOR PHONE SERVICE/JUSTICE & OFFICE COMPLEX

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Service Order Agreement, for a three-year term, with Comcast Business for phone service at the Belmont County Justice & Office Complex for the following offices:

- Belmont County Northern Court in the amount of \$109.70 monthly charge with a one-time installation charge of \$49.00.
- Belmont County Eastern Court in the amount of \$109.70 monthly charge with a one-time installation charge of \$49.00.
- Belmont County Western Court in the amount of \$149.60 monthly charge with a one-time installation charge of \$49.00.
- Belmont County Prosecutors' office in the amount of \$336.10 monthly charge with a one-time installation charge of \$49.00.
- Belmont County Probation office in the amount of \$196.45 monthly charge with a one-time installation charge of \$49.00.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Absent |

**IN THE MATTER OF APPROVING THE SERVICE ORDERS WITH
WITH COMCAST BUSINESS FOR INTERNET AND FAX LINE SERVICE/JUSTICE & OFFICE COMPLEX**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Service Orders, for a three-year term, with Comcast Business for internet and fax line service at the Belmont County Justice & Office Complex for the following offices:

- Belmont County Northern Court in the amount of \$273.79 monthly charge with a one-time installation charge of \$99.95.
- Belmont County Eastern Court in the amount of \$273.79 monthly charge with a one-time installation charge of \$99.95.
- Belmont County Western Court in the amount of \$273.79 monthly charge with a one-time installation charge of \$99.95.
- Belmont County Prosecutors' office in the amount of \$273.79 monthly charge with a one-time installation charge of \$99.95.
- Belmont County Probation office in the amount of \$248.84 monthly charge with a one-time installation charge of \$99.95.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Absent |

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked about the recent PTT announcement to delay the Cracker Plant. Mr. Dutton said this is being driven by COVID, but there has never been a stop or hold on the project. The project team is still actively working on the project.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:42 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(4) Collective Bargaining and ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:09 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:09 a.m.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

Mr. Dutton said as a result of executive session there may be motions for the board to consider later.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:13 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Jeff Felton, DJFS Director, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of public employees.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

Katie Bayness, HR Administrator was also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:30 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:30 a.m.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

Mr. Dutton said as a result of executive session there is no action for the board to consider at this time.

**IN THE MATTER OF BID OPENING FOR BELMONT COUNTY
WATER & SEWER DISTRICT WATER PROJECTS**

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Water & Sewer District Water Projects they proceeded to open the following bids:

- Guernsey Street Water Treatment Plant
- Watermain Replacement
- Little McMahon Creek Road Booster Station
- AMI System
- Belmont County Water and Sewer District Service Building Addition

GUERNSEY STREET WATER TREATMENT PLANT

| NAME | BID BOND | AMOUNT OF BID |
|-----------------------|----------|-------------------------------------|
| Christman Contractors | X | Total Bid-\$26,973,000.00 |
| 324 E. South Street | | Alternate #1-\$110,000.00 |
| Lansing, MI 48910 | | Alternate #2-\$412,500.00 |
| | | Alternate #3-\$82,500.00 |
| | | Alternate #4-\$119,700.00 Deduction |
| | | Alternate #5-\$172,700.00 |

November 18, 2020

Engineer's bid estimate: \$26,500,000.00

WATER MAIN REPLACEMENT

| NAME | BID BOND | AMOUNT OF BID |
|---|-----------------|--|
| Bear Contracting PO 1196 Bridgeport, WV 26330 | X | Phase 1 \$3,613,275.00 Phase 2 \$7,560,000.00 Deduct \$50,000 for combined Phase 1 & Phase 2 bid |
| James White Construction 4516 Freedom Way Weirton, WV 26062 | X | Phase 1 \$4,396,590.00 Phase 2 No bid |
| JS Bava Excavating PO Box 296 235 State Street Struthers, OH 44471 | X | Phase 1 \$3,093,950.00 Phase 2 \$9,026,600.00 Deduct \$100,000 for combined Phase 1 & Phase 2 bid |
| Littman Excavating 836 1st Street New Martinsville, WV 26155 | X | Phase 1 \$4,261,827.50 Phase 2 \$8,107,299.00 Total with deduction \$12,369,095.00 |
| Tribute Contractors & Consultants 2125 County Rd Southpointe, OH 45680 | X | Phase 1 \$3,855,300.00 Phase 2 \$8,465,330.00 Deduct \$100,000 for combined Phase 1 & Phase 2 bid |
| JR Contracting, LLC 499 Carlton Drive Bentleyville, PA 15314 | X | Phase 1 \$3,300,000.00 Phase 2 \$7,489,600.00 No combined bid deduction |
| Border Patrol, LLC 46120 Waterworks Road Hopedale, OH 43976 | X | Phase 1 \$3,388,995.38 Phase 2 \$7,359,081.69 Deduct \$50,000 for combined Phase 1 & Phase 2 bid |
| Glenn Johnston, Inc. 1055 Center Street McKeesport, PA 15132 | X | Phase 1 \$3,727,515.00 Phase 2 No bid |
| Pollard Land Services, Inc. 8150 Franklin Road Girard, PA 16157 | X | Phase 1 \$3,389,875.00 Phase 2 No bid |
| Stonegate Construction, Inc. 1378 Way Road Belpre, OH 45714 | X | Phase 1 \$4,252,550.00 Phase 2 No bid |
| Pro Contracting, Inc. PO Box 90 Lost Creek, WV 26385 | X | Phase 1 \$3,998,940.00 Phase 2 No bid |
| Rudzik Excavating, Inc. Lowellville Rd. Struthers, OH 44471 | X | Phase 1 \$3,245,045.00 Phase 2 \$6,650,000.00 No combined bid deduction |
| Alex E Paris Contracting 1595 Smith Twp, State Road Atlasburg, PA 15004 | X | Phase 1 \$3,293,680.00 Phase 2 \$7,881,050.00 No combined bid deduction |
| Shelly & Sands, Inc. PO Box 66 Rayland, OH 43943 | X | Phase 1 \$3,739,550.00 Phase 2 \$7,569,100.00 No combined bid deduction |
| Engineer's estimate: \$3,450,000.00 Phase 1 \$8,050,000.00 Phase 2 | | |

LITTLE MCMAHON CREEK RD. BOOSTER STATION

| NAME | BID BOND | AMOUNT OF BID |
|---|-----------------|----------------------|
| James White Construction 4516 Freedom Way Weirton, WV 26062 | X | \$1,690,000.00 |

| NAME | BID BOND | AMOUNT OF BID |
|---|----------|----------------|
| B&B Contractors & Developers 4531 Belmont Ave. Suite A Youngstown, OH 44505 | X | \$1,406,822.00 |

| NAME | BID BOND | AMOUNT OF BID |
|---|----------|----------------|
| Ohio-West Virginia Excavating PO Box 128 Powhatan Point, OH 43942 | X | \$1,337,000.00 |

| NAME | BID BOND | AMOUNT OF BID |
|--|----------|----------------|
| Ferri Contracting Co. 516 Hunt Club Rd. Canonsburg, PA 15317 | X | \$1,390,800.00 |

| NAME | BID BOND | AMOUNT OF BID |
|---|----------|----------------|
| Border Patrol, LLC 46120 Waterworks Road Hopedale, OH 43976 | X | \$1,256,552.00 |

| NAME | BID BOND | AMOUNT OF BID |
|---|----------|----------------|
| Alex E Paris Contracting 1595 Smith Twp, State Road Atlasburg, PA 15004 | X | \$1,588,800.00 |

| NAME | BID BOND | AMOUNT OF BID |
|---|----------|----------------|
| Kirk Brothers Company 1700 Fostoria Ave. Suite 800 Findley, OH 45839 Engineer's estimate: \$1,300,000.00 | X | \$1,463,000.00 |

AMI METER REPLACEMENT

| NAME | BID BOND | AMOUNT OF BID |
|--|----------|--|
| Zenner USA 15280 Addison Rd. Suite 240 Addison, TX 75001 | X | Base bid-\$2,067,571.70 Alternate #1-\$215,388.00 |

| NAME | BID BOND | AMOUNT OF BID |
|---|----------|------------------|
| National Road Utility PO Box A Valley Grove, WV 26060 | X | No bid presented |

| NAME | BID BOND | AMOUNT OF BID |
|---|----------|--|
| Neptune Equipment 11082 Southland Rd. Cincinnati, OH 45240 Engineer's estimate: \$3,400,000.00 | X | Base bid-\$1,893,994.03 Alternate #1-\$522,643.33 |

BELMONT COUNTY WATER AND SEWER DISTRICT SERVICE BUILDING ADDITION

| NAME | BID BOND | AMOUNT OF BID |
|--|----------|---------------|
| JD&E, Inc. 200 GCP Rd. Wheeling, WV 26003 Engineer's estimate: \$300,000.00 | X | \$524,000.00 |

Present: Kelly Porter, Water & Sewer District Director; Brian Street, Water & Sewer District; Lee Conkel and Tom Borck, Poggemeyer.
Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the following projects to Kelly Porter, Belmont County Water and Sewer District Director, for review and recommendation:

- Guernsey Street Water Treatment Plant
- Watermain Replacement
- Little McMahan Creek Road Booster Station
- AMI System
- Belmont County Water and Sewer District Service Building Addition

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

RECESS

Mr. Dutton said there are two motions for the board to consider from the previous executive session.

IN THE MATTER OF HIRING HAYGEN MOWDER AS AN INTERMITTENT REGISTERED NURSE/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Haygen Mowder as an intermittent Registered Nurse at the Belmont County Jail, effective November 18, 2020.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING TENTATIVE AGREEMENT AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF BELMONT, OHIO AND THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND OHIO COUNCIL #8, LOCAL 3073 AFSCME, AFL-CIO

Motion made by Mr. Dutton, 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). 2020-MED-08-0753 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). 2020-MED-08-0753 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) and Director, are authorized to execute the referenced 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 18th day of November, 2020.

Upon roll call the vote was as follows:

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

**AGREEMENT
BETWEEN
THE COUNTY OF BELMONT, OHIO
AND THE
BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES
AND
OHIO COUNCIL #8, LOCAL 3073
AFSCME, AFL-CIO**

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PREAMBLE AND PURPOSE

Section 1.1. This agreement is made by and between the County of Belmont, Ohio, Belmont County Department of Job and Family Services, hereinafter referred to as the Employer and Local 3073, the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter known as the Union. Any name change to the Department of Job and Family Services will not affect this Agreement.

This agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the terms and conditions of their employment. It is also the intent of this Agreement to set forth understandings between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein, thereby complying with the requirements of Chapter 4117 of the Ohio Revised Code. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

Section 1.2. The provisions of this Agreement are binding upon the Belmont County Department of Job and Family Services, and the Belmont County Board of Commissioners, and its successors, assigns, purchasers, and/or operators. This Agreement shall not be affected or changed in any respect by transfer, consolidation, merger, or sale, or, by any change in legal status, ownership, or management of the Belmont County Department of Job and Family Services.

**ARTICLE 2
RECOGNITION**

Section 2.1. The Belmont County Department of Job and Family Services does hereby recognize and accept the Union as the sole and exclusive bargaining agent for all full-time and part-time employees of the Belmont County Department of Job and Family Services, including those in the bargaining unit as certified by the State Employees Relations Board in **case number** .

POSITION CHART WILL BE INSERTED

Section 2.2. Exclusions from the bargaining unit shall be all Management level employees, confidential employees, professional employees and supervisors as defined in 4117 including County Job and Family Services Director, Program Administrators, Assistant County Administrator, Eligibility/Referral Supervisor, Fiscal Administrator, Case Manager/Investigator Supervisor, Human Resources Administrator,

Planner/Evaluator, Social Services Supervisor, Human Resources Assistant, Administrative Assistant, Building Maintenance Supervisor, Fiscal Officer, MIS Coordinator, MIS Assistant, Program Evaluator and Staff Attorney.

Section 2.3. 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 30 days to discuss inclusion or exclusion from the bargaining unit. If the parties fail to reach an agreement on the position, the issued shall be submitted to SERB for a final determination.

ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

Section 3.1. The Employer agrees to deduct the regular Union membership dues from the pay of only those employees in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.2. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.3. The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or, (c) layoff from work; or, (d) an agreed unpaid leave of absence; or (e) revocation of the check-off authorization. Any voluntary dues checkoff authorization shall be irrevocable for a period of one (1) year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of the employees' dues checkoff authorization cards are available from the Union upon request.

Section 3.4. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.5. It is agreed 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 thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that Union dues deduction would normally be made by deducting the proper amount.

Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.6. One (1) month advance notice must be given to the Employer and County Auditor prior to making any changes in an individual's dues deduction. The Treasurer of the Union agrees to certify in writing no later than each anniversary of this Agreement the rate at which dues are to be deducted, if changed.

Section 3.7. P.E.O.P.L.E. Check-Off: Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of the bargaining unit members, if the Employer is able to secure administrative support from the County for purposes of making the deductions. P.E.O.P.L.E. deductions will be subject to the following conditions:

- A. An employee shall have the right to revoke the authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- B. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of employment or upon acceptance of a job classification outside the bargaining unit.
- C. The contribution amount shall be certified to the Employer by the Union. The employee shall provide to the Employer within thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.
- D. Once an employee revokes authorization under this Article, the employee shall not be entitled to reauthorize voluntary contributions for a six (6) month period from the effective date of the revocation.
- E. **Indemnification:** The parties specifically agree that the Employer assumes no obligation, financial, or otherwise, arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contribution.

ARTICLE 4 UNION REPRESENTATION

Section 4.1. The Union shall submit in writing the names of its officers or representatives who are authorized to speak on behalf of the Union and/or represent bargaining unit employees. The Employer agrees to recognize eight (8) employee representatives selected by the Union. The Union will also submit in writing to the Employer a comparable list of those employees acting as officers and/or stewards of the Union. This list shall be kept current at all times and any changes shall be in writing.

Section 4.2. International Union or Council representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter by the Employer within sixty (60) days of the signing of this Agreement identifying the representatives by name and signed by the Chief Council #8 Administrative Officer or his/her designee.

Section 4.3. No one shall be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4.4. Authorized Union representatives shall be permitted, with approval of their supervisors, to utilize up to one (1) hour per day to a total of fourteen (14) hours per pay period for all authorized representatives for the investigation of grievances. An authorized Union representative investigating a grievance in accordance with this Article during work hours shall, at the time of the request to the supervisor, submit the name, supervisor and department involved in this phase of the investigation.

Grievance hearings or other necessary meetings between the Employer and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee, his/her grievance representative, and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

Section 4.5. Rules governing the activity of Union Representatives are as follows:

- A. The Union agrees that no official or member of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct any Union business during normal work times except to the extent authorized in Section 4.4 above and only after obtaining approval from the Director or his/her designee.
- B. Union officials (or representatives) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.
- D. Officers and Executive Board Committee members are permitted to use paid drive time to and from Executive Board meetings, not to exceed one-hour round trip with approval of Supervisor.

ARTICLE 5 MANGEMENT RIGHTS

Section 5.1. Except as provided for in this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive Appointing Authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its Departments, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the Employer has and will retain the full right and responsibility to direct

the operations of the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, assign, transfer, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to meet these purposes effectively and efficiently.
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedule and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Employer's budget and use thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions during emergency situations;
- K. Maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over Department organization and the technology of performing the work performed; and,
- M. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 6

NO STRIKE OR LOCKOUT

Section 6.1. It is understood and agreed that the services performed by employees included under this Agreement are essential to the public health, safety and welfare of the citizens of Belmont County. The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any bargaining employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 6.2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its entire operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and shall order all employees to return to work immediately.

Section 6.3. It is further agreed that any violation of the above may be grounds for disciplinary action which may include discharge.

Section 6.4. The Employer agrees that neither it, its officers, nor its representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.

ARTICLE 7

NONDISCRIMINATION

Section 7.1. The provisions of this Agreement shall be applied to all employees without discrimination as to age, sex, disability, marital status, veteran status, race, color, creed, national origin, religious belief, sexual preference, genetic information, union and/or political affiliation. In addition, all county and agency civil rights plans and policies shall apply. The Union shall share equally the responsibility for applying this provision of the Agreement.

Section 7.2. Neither party shall interfere with, restrain, coerce nor otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join and participate or not to join nor participate in the Union.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 8.2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.3. Any grievance that originates from a level above the first step of the Grievance Procedure may be submitted directly to the step or level from which it originates. All written grievances must be submitted on the approved form which shall be filled out completely.

Section 8.4. The following steps shall be followed in the processing of a grievance:

Informal Step: A grievance must be processed through an oral discussion between the grievant and his/her immediate supervisor as a preliminary step prior to pursuing the formal steps of the Grievance Procedure within five (5) working days, when the employee should have known of the incident giving rise to the grievance. The grievant shall be permitted a union representative at this informal step. The immediate supervisor shall meet with and provide a verbal answer to the grievant and his/her steward within three (3) working days.

Step One: If the grievant and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the grievant, and/or his/her Union representative, may process the grievance of Step 1 of the Procedure.

The alleged grievance will be presented, in writing within five (5) working days following the immediate supervisor's oral response, using the form jointly agreed to by the parties.

It shall be the responsibility of the immediate supervisor to schedule a meeting, investigate and provide an appropriate written response to the grievance and the Union Steward within ten (10) working days following the day on which the immediate supervisor was presented the written grievance. The grievant shall be permitted a Union Steward as his/her representative at this step of the Procedure.

Step Two: Within five (5) working days of receipt of Step 1 answer, the grievant and/or the Union Steward may appeal the grievance to the job and Family Services Director and/or his or her designee. Any grievance so appealed shall be met on within ten (10) working days. The meeting shall be held at a mutually agreed upon time, but no later than ten (10) working days from the time of the appeal, between the Director and/or his/her designee, the grievant, and the Union's representatives. The Union's representative shall consist of the Council 8 Representative, Local Union President or his/her designee, and the Grievant/Steward who filed the grievance.

The Job and Family Services Director or his/her designee shall investigate and shall respond in writing to the grievant and the Union President within ten (10) working days following the meeting. If denied, the response shall state with particularity the reasons for denial of the grievance.

Step Three: If the grievance is not resolved at Step 2 of the procedure, the parties may agree to submit the grievance(s) to non-binding grievance mediation if the subject matter of the grievance is one that would be amenable to mediation. The parties shall, within ten (10) working days, jointly contact a mediator from either the Ohio State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Services (FMCS) to hear the grievance(s) in question. The mediator shall issue a non-binding opinion on the merits of the case. The decision shall be issued at the close of the hearing on the day of the hearing.

Neither party may use the opinion of the mediator as evidence in any further proceeding involving the grievance in question.

Step Four: A. Any grievance which has not been satisfactorily settled in the Grievance Procedure may be submitted by the Grievant and/or Union to arbitration for final and binding disposition.

B. Within sixty (60) days of the opinion, the Union shall request a panel of nine (9) arbitrators from either AAA or FMCS. An arbitrator shall be selected by alternate strike. A failure to request a panel in a timely manner shall render the grievance denied.

- C. The arbitrator shall expressly confine himself to the precise issues submitted for review and shall have no authority to determine any other issue not submitted to him/her or to submit observation declarations of opinion which are not directly essential in reaching his/her determination.
- D. The filing fee and costs of the arbitration shall be borne by the losing party. In the case of a split decision by the arbitrator, the costs of filing and arbitration shall be shared equally by the parties. The arbitrator shall make the decision on who pays. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.
- E. The arbitrator shall within thirty (30) calendar days following the hearing issue an award. The arbitrator shall not have jurisdiction or authority to:
 - 1. Review provisions of a new contract;
 - 2. Nullify, in whole or in part, any provisions of this Agreement;
 - 3. Add to, detract from or alter in any way, provisions of this Agreement;All provisions of the arbitration shall be consistent with his/her jurisdiction, power and authority, as set forth herein, and shall be final, conclusive and binding on the parties.

Section 8.5. The AFSCME standard grievance form shall be used and attached to this Agreement as Appendix B.

Section 8.6. A class action grievance which affects a substantial number of employees in the same manner may initially be presented by the Union President or Chief Steward at Step Two (2) of the Grievance Procedure.

Section 8.7. Major health and safety disputes covered by this Agreement may be initiated at the second step of the Grievance Procedure.

Section 8.8. The Grievance Procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes.

Section 8.9. The Employer shall provide the Union with a list of Management's designated representative for each step of the Grievance Procedure.

Section 8.10. Each bargaining unit employee shall have the right to file a grievance through his/her authorized representative and to appeal such grievance through all successive steps of the Grievance Procedure. The Union shall be permitted to have an authorized representative present at any grievance hearing.

Section 8.11. Meetings at which grievances are considered shall be scheduled between the appropriate Union representatives and the appropriate Management representatives, but must be scheduled within the stated time frame.

Section 8.12. Time limits contained in this Article may be extended by mutual agreement between parties. Such extension must be in written form.

Section 8.13. Both parties, by mutual agreement, may suspend time lines and mediate any issue before submitting to arbitration. The cost of this procedure will be shared equally.

Section 8.14. All grievance hearings will take place within one year of the date the grievance is initiated.

ARTICLE 9 DISCIPLINE

Section 9.1. No employee shall be disciplined except for just cause.

Section 9.2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- C. The Employer agrees not to discharge or suspend without pay an employee without first arranging a predisciplinary conference. The conference shall be scheduled no earlier than twenty-four (24) hours after the time the employee is notified of the charges and the conference. The charged employee shall have his/her union representative present. Such a conference must be conducted within thirty (30) days from the date in which the Employer determines the investigation is completed. The Union shall be notified through its President or designee that charges have been brought against the employee.
- D. The employee shall be notified in writing of the findings of the predisciplinary hearing conference and any discipline within ten (10) working days. A copy shall be submitted to the Union President.
- E. An Employee may waive his/her right to a hearing by submitting a signed written waiver to the Employer and the Union.
- F. Appeals of any discipline of this nature may be submitted to the Employer at Step 2 of the Grievance Procedure.

Section 9.3. Verbal reprimands shall be on record for six (6) months only. Written reprimands shall cease to have force and effect nine (9) months after the date of the written reprimand if there has been no other discipline, for the same or similar offense, imposed during the past nine (9) months. Suspensions of less than three (3) days shall cease to have force and effect fifteen (15) months after the date of the suspension if there has been no other discipline, for the same or similar offense, imposed during the past fifteen (15) months. Suspensions of three (3) or more days shall cease to have force and effect thirty (30) months after the date of the suspension if there has been no other discipline, for the same or similar offense, imposed during the past thirty (30) months.

Section 9.4. The termination of a newly hired probationary employee shall not be subject to appeal through the Grievance Procedure.

ARTICLE 10 LABOR MANAGEMENT MEETINGS

Section 10.1. In the interest of sound Labor Management relations, the Union and the Employer will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than five (5) employee representatives of the Union, five (5) representatives of the Employer, and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed. These representative numbers may change by mutual written consent.

The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect the bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and,
- G. Consider and discuss health and safety matters.

Section 10.2. Either party may request a special meeting. The party requesting a special meeting shall furnish, in advance of the scheduled meeting, a list of the matters to be discussed.

Section 10.3. Local Union employee representatives attending Labor Management meetings shall not suffer a loss in pay for straight hours spent in such meetings, if held during the employee's regular scheduled hours of work.

ARTICLE 11 PROBATION PERIODS

Section 11.1. 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 of employment and shall continue for a period of one-hundred and fifty (150) calendar days. A newly hired probationary employee may join the Union and file grievances from the time of hire; however, he/she may be terminated any time during his/her probationary period, including any extension, and shall have no appeal over such removal.

Section 11.2. An employee who is awarded a job under the bidding procedure will be required to successfully complete a ninety (90) calendar day probationary period. Probationary period begins upon assignment to new position. Anytime within the first ten (10) working days of the probationary period, the employee may voluntarily return to his/her prior position.

Section 11.3. An Employee may have his/her probationary period, both regular and voluntary, extended upon mutual agreement of the Employer and the Union.

Section 11.4. At approximately the halfway point of an employee's probationary period, the Employer will conduct a performance evaluation to measure the employee's performance and ability to continue in the position. The Employer will provide a copy of the evaluation to the Union within five (5) working days as to the outcome of the employee's performance evaluation. In the event an employee doesn't qualify after a promotional probationary period, he/she will then be returned to his/her former (or similar) position that he/she held prior to the promotion. Probationary and annual evaluations shall not be subject to the Grievance Procedure.

ARTICLE 12 JOB DESCRIPTIONS

Section 12.1. The Employer shall furnish the Union with a table of organization and copies of job descriptions of all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description.

Section 12.2. The Employer shall provide a job description to every employee who is hired, transferred, or promoted into a classification.

Section 12.3. No employee shall be regularly assigned to perform duties other than those properly belonging within his/her current classification.

ARTICLE 13 VACANCIES AND PROMOTIONS

Section 13.1. Whenever there is a job vacancy in the exclusive Bargaining Unit covered by this contract, and the Employer intends to fill the vacancy, The Department of Administrative Services will be excluded from the bidding process. A notice of the opening shall be posted for five (5) working days. All eligible employees as defined by Article 13.5, in the Bargaining Unit, shall have that five (5) work day period in which to bid for the job by submitting a written application addressing their qualifications. The posting notice shall contain the job classification title, rate of pay, brief job description, minimum qualifications, and immediate supervisor.

All applications timely filed shall be reviewed by the Employer, and the job will be awarded within fifteen (15) working days in accordance with the following criteria, which shall be given equal weight.

- A. Work Experience (related)
- B. Education
- C. Seniority

Work experience, education and seniority, are weighed equally (33.33% of total value) in determining which applicant is awarded a job. For bidding purposes, three (3) years of service with the agency equates to an Associate Degree, and five (5) years of service with the agency equates to a Bachelor's Degree.

In the event of a tie, seniority shall be the deciding factor.

Section 13.2. A uniform application form for job bidding shall be mutually developed by the parties and attached to this Agreement as Appendix C.

Section 13.3. An employee who is awarded a job under these provisions shall receive the rate of pay of the new classification and shall be placed in the position awarded within thirty (30) calendar days of the award date.

- A. Applicants who are awarded a position in a higher pay range shall be placed in a step which is at least three percent (3%) greater than their present base rate.
- B. Applicants who are awarded a position in the same pay range shall continue to receive their same rate of pay.
- C. Applicants who are awarded a position in a lower pay range shall remain in the same step. If the lower classification does not contain a step equal to that of the current classification, the employee shall be placed in the maximum step of the lower classification.

Section 13.4.

The following procedure shall apply for employees hired before the effective date of the contract:

In order to bid on any Case Manager position, an employee must have completed an undergraduate degree or have been employed by the agency for at least five years in addition to any state mandated qualifications. Employees who are currently in Case Manager positions or who have previously been classified as Case Managers are exempt from this course requirement.

In those situations in which a Case Manager position is posted and there are no qualified bids, the contractual requirement of the completion of an undergraduate degree will be waived and the position will be reposted. The waiver of this requirement may be included concurrently with the initial posting.

This waiver does not apply to those Case Manager positions (i.e., Children Services) which require an undergraduate degree or any specialized course work above and apart from the contractual requirement.

In order to bid on a Children Services Case Manager position, you must either have a Bachelor's Degree in a Human Services related field or an Associate's Degree and complete your Bachelor's Degree within two (2) years from the date placed in the position. Documentation must be provided showing that you are working toward the degree.

The following procedure shall apply for employees hired after the effective date of the contract:

In order to bid on any Case Manager position, an employee must have completed an undergraduate degree. Employees who are currently in Case Manager positions or who have previously been classified as Case Managers are exempt from this course requirement.

In order to bid on a Children Services Case Manager position, you must have a Bachelor's Degree in a Human Services related field.

Section 13.5. Employees are prohibited from bidding on a new position for six (6) months from the award date of current position. If an employee is involuntarily returned to his/her prior classification (including failure of probation), he/she is not prohibited from bidding on another position.

Section 13.6. If the Employer and the Union agree in a Labor Management setting that a position has changed significantly enough to justify reclassification, such reclassification may take place at the local level with the agreement of the Employer and Union. The Employer and Union agree to meet within forty-five (45) calendar days of an employee's written request to their immediate supervisor to resolve reclassification.

Section 13.7. Subsequent to July 1, 2002, any part-time position created and made full-time must be bid as full-time unless the incumbent has five (5) or more years in that position.

Section 13.8. In the event a part-time position becomes a full-time position so outlined in Article 13, Section 13.1 shall be followed.

Section 13.9. In the event of a layoff, Article 15, Section 15.6, Section 15.7, and Section 15.8 will be followed.

ARTICLE 14 TEMPORARY TRANSFERS

Section 14.1. Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than is the employee's own, shall be paid the higher rate of pay for all hours so assigned after the completion of five (5) working days in the assignment, and retroactive to the time the assignment began and for the duration of the assignment. Such temporary assignments shall not exceed sixty (60) working days, unless extended by mutual agreement of Labor-Management.

ARTICLE 15 LAYOFF AND RECALL

Section 15.1. When it becomes necessary to reduce the number of employees in the bargaining unit, because of lack of funds, lack of work, or abolishment of positions, the following layoff procedures shall be followed:

- A. The Employer shall determine in which classification the layoffs are to occur.
- B. Employees in each affected classification shall be laid off in inverse order of agency seniority.
For the purpose of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.
In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of lots will be used.
- C. The Employer shall give the affected employee ten (10) days written notice of their layoff indicating their right to bump less senior employees in any lower or equal classification, within the bargaining unit, for which they are qualified.
- D. The affected employees shall have five (5) working 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. An employee not submitting such request within five (5) working days shall be considered to have accepted the layoff. Any employee who occupies a Management position and has been out of the bargaining unit for three (3) or more years shall not bump into a bargaining unit position. An employee who has not served in a

management position longer than three (3) years may bump into a bargaining unit position but will lose all bargaining unit seniority. A 90-day probationary period will apply.

- E. Any bargaining unit employee who is bumped out of his/her position may exercise the same layoff rights as outlined above.
- F. Prior to the implementation of a layoff, the Employer will consider any written requests from bargaining unit employees for voluntary layoffs.

Section 15.2. The Employer agrees that, prior to any reduction in the workforce, all temporary, seasonal, intermittent, and student positions will be eliminated. Before any permanent, non-probationary employees are laid off, all probationary new hires will be eliminated.

Section 15.3. In those instances when the Employer chooses to reorganize without reducing the workforce, the choice to occupy any newly created position(s) will be given, according to seniority, to those employees in the affected classification(s). The employee must be qualified to occupy the newly created position(s). Should all employees in the affected classification(s) elect not to occupy the new position(s), layoff procedures will begin.

Section 15.4. Nothing contained in this layoff procedure shall prohibit any non-bargaining unit employee from exercising the rights guaranteed to him/her under the Ohio Revised Code.

Section 15.5. Laid off employees shall have recall rights to the position from which they were laid off for thirty-six (36) months from the effective date of the layoff.

Section 15.6. When the Employer decides to fill a position vacated by layoff, eligible employees shall be recalled in the inverse order by which they were laid off by classification.

Section 15.7. In the event of an anticipated layoff due to lack of funds, this Agreement may be reopened upon agreement of both parties. The parties shall discuss other cost savings mechanisms in an effort to save jobs.

Section 15.8. In the event of a layoff, Management will post a recall and displacement list.

ARTICLE 16 UNION LEAVE

Section 16.1. Subject to the operational needs of the Department, the Union has cumulative total of ten (10) working days per year (year defined as contract year) for its local officers who attend functions for the Union, provided one (1) week advance notice is given to the Employer by the Union President or designee. Additional time may be approved for State and National conventions at the sole discretion of the Director. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

ARTICLE 17 BULLETIN BOARDS

Section 17.1. The employer shall continue to make available to the Union a portion of the Department's Bulletin Board. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreation and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Reports of non-political standing committees and independent nonpolitical arms of the Union;
- F. Non-political publications, rulings or policies of the Union;
- G. Department of Administrative Services or Pension Board Publications;
- H. Other materials relating to Union activities.

In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Employer and the notice will be removed from the bulletin board until the dispute is resolved. If the material is not removed, the Employer may cancel the provisions of this Section and use of the bulletin board by the Union until the issue can be resolved.

Section 17.2. It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any employee or official of the County;
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the County;
- C. Attacks on any other employee organization; or,
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office.

ARTICLE 18 BREAK PERIODS

Section 18.1. Each employee shall be granted a fifteen (15) minute break period with pay which will be scheduled whenever practicable approximately midpoint in the first one half (1/2) of the employee's regular work shift and in the second half of the shift. Break periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The break period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

Section 18.2. An employee who works two consecutive hours or more in excess of his/her normal work schedule shall be entitled to an additional fifteen (15) minute paid break.

ARTICLE 19 BARGAINING UNIT WORK

Section 19.1. The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out nor performed by management personnel on a regular basis so as to result in the displacement of a bargaining unit position.

ARTICLE 20 PAID LEAVES

Section 20.1. SICK LEAVE

- A. Sick leave credit shall be earned at the rate of one and one quarter (1/4) day for each calendar month of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or lay off. Unused sick leave shall accumulate without a limit.
- B. Sick leave may be requested for the following reasons:
 - 1. Illness or injury of the employee or a member of his/her immediate family;
 - 2. Exposure of employee or a member or his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
 - 3. Medical, dental, or optical examinations or treatment of employee or a member of his/her immediate family where the employee's presence is required and which cannot be scheduled during non-working hours;
 - 4. Pregnancy, childbirth and/or related medical conditions.For the purposes of this policy, the "immediate family" is defined as spouse, parent, step-parent, grandparent, step-grandparent, sibling, son-in-law, daughter-in-law, child, grandchild, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone who has assumed one of these roles, or a legal guardian or a power-of-attorney.
- C. Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- D. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person within one half (1/2) hour after the time that he/she is scheduled to report to work and shall continue to do so for every succeeding day of absence thereafter unless emergency conditions make it impossible. The employee's supervisor shall be informed of the place where the employee can be contacted.
- E. Any employee failing to comply with sick leave rules and regulations will not be entitled to sick leave pay. Application for sick leave with intent to defraud shall result in dismissal and refund of salary or wages paid.
- F. The employee may be required by the Employer to furnish a statement from a licensed physician notifying the Employer of the nature of the illness or injury and that the employee was unable to perform his/her duties.

- G. 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 family member.
- H. The Employer may require an employee to take an examination, conducted by a licensed physician of the Employer's choice, to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of said examination shall be paid by the Employer.
- I. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the Department of Job and Family Services. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or member of the employee's immediate family (as defined in Article 20).
1. Donated time must be requested at the time of leave. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
 - a. Or a member of the employee's immediate family has a serious illness or injury.
 - b. Has no accrued leave or has not been approved to receive other state-paid benefits; and
 - c. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible.Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e., fifty-six (56) hours pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.
Donated time cannot exceed six (6) months (working days) in a twenty-four (24) calendar month period.
 2. Employees may donate leave if the donating employee:
 - a. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
 - b. Donates seven (7) hours per week;
 - c. Retains a combined leave balance of at least seventy hours. Leave shall be donated in the same manner in which it would otherwise be used;
 3. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his/her or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.
 4. Employees who wish to donate leave shall certify:
 - a. The name of the employee for whom the donated leave is intended;
 - b. The type of leave and number of hours to be donated;
 - c. That the employee will have a minimum combined leave balance of at least seventy hours; and
 - d. That the leave is donated voluntarily and the employee understands that the leave will not be returned.Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.
- J. Employees having a minimum of ten (10) years of service with the Department, or who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, be eligible to convert to cash up to sixty (60) days of accrued sick leave. After the sixty (60) days of sick leave balance, employees will receive one day for every one-hundred (100) hours accrued sick leave not to exceed seventy-five (75) days.
- K. Employees who choose to take Early Retirement Incentive (E.R.I.) shall be eligible to convert accrued sick leave to cash up to forty-five (45) days. After the forty-five (45) days of sick leave balance, these employees will receive one day for every one-hundred hours accrued sick leave not to exceed fifty-five (55) days.
- L. Employees who use no sick leave in a rolling six (6) month period shall be entitled to one (1) additional day of leave or one additional day of pay for each six-month period. Donation of sick leave shall not affect this attendance incentive.
- M. Two (2) weeks of accrued sick leave may be converted to cash on November 1st of each year, if funding is available. The following guidelines for cashing in accrued sick leave are:
 1. The employee must have an accrued balance of 420 hours before cashing in one week of sick leave.
 2. Accrued sick leave will be cashed in at the rate of \$12.00 per hour.

Section 20.2. PERSONAL LEAVE

- A. Each employee shall be entitled to three (3) days of personal leave as of January 1st of each calendar year. Newly hired employees shall receive personal leave on a prorated basis in the first year of employment.
- B. Any personal leave not used by December 31st of each calendar year shall be paid at the employee's regular rate.
- C. Personal leave days may be taken in no less than one half (1/2) day increments.
- D. An employee may request to use seven (7) hours of their entitled personal leave requested by no later than one-half (1/2) hour prior to its intended use and shall be used in one (1) hour increments.

ARTICLE 21

BEREAVEMENT LEAVE

Section 21.1. If a death occurs among the members of the employee's immediate family, the employee shall be granted a leave of pay for a maximum of three (3) days.

Section 21.2. Definition of immediate family is as defined in Article 20.

Section 21.3. An employee will be granted one (1) day of bereavement leave for step brother in-law, step sister in-law, step sister, step brother, nephew, niece, aunt and uncle.

ARTICLE 22

PARENTAL LEAVE

Section 22.1. Parental leaves of absence shall be granted to parents of newborns or adoptive parents who request the same. The employee(s) shall be entitled to six weeks paid leave of absence in addition to any other approved leave. The six weeks must be taken consecutively and shall run concurrently with Family Medical Leave if applicable. The parental leave must be used at the time of the qualifying event. A written notice must be given to the Director ninety (90) days prior to leave.

ARTICLE 23

LEAVES OF ABSENCE

Section 23.1. 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 23.2. Jury and Witness Leave: An employee who is:

- a) called for jury duty;
 - b) subpoenaed as a witness in a case in which he/she is not a party;
 - c) a party in an action related to his/her employment in which his/her interest is not adverse to that of the Belmont County Department of Job and Family Services, shall be granted full pay for regularly scheduled working days.
- 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/her regular scheduled working days.

Section 23.3. Education Leave: Upon written request to the Employer, an employee may be granted an academic leave of absence up to six (6) months, unless otherwise approved by the Director, without pay to pursue completion of a course of study in a field relating to the employee's current or prospective duties with the Employer.

Section 23.4. Personal Leave: An employee may, at the Employer's discretion, be granted an unpaid personal leave of absence for any personal reasons for duration of up to six (6) months.

Section 23.5. Medical or Disability Leave: An employee shall be entitled to receive a leave of absence without pay due to a disabling illness, injury or condition with the approval of the Employer for a period of up to six (6) months upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months.

If the employee is unable to return to active work status within the six-month period due to the same disabling illness, injury or condition, the employee may be given a disability separation.

The Employer may require satisfactory written documentation from a licensed physician detailing the nature of the disability, or an examination by a licensed physician of the Director's choice. Cost of such examination shall be paid for by the Belmont County Department of Job and Family Services.

ARTICLE 24 HOURS OF WORK AND OVERTIME

Section 24.1.

The standard work week for all full-time employees covered by the terms of this Agreement shall be thirty-five (35) hours, with an unpaid lunch period. The standard lunch period shall be one (1) hour, but can be reduced to one half (1/2) hour by agreement between the employee and his/her immediate supervisor. 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. Under normal circumstances, the work week for bargaining unit members shall be Monday through Friday. This does not preclude Management from changing the work week for legitimate business reasons. Any work scheduled for Saturday under normal circumstances will be in addition to a bargaining unit member's regular work week.

Section 24.2.

When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in the paragraph above, he/she shall be paid overtime pay for such time over eight (8) or over forty (40) hours at one and one-half (1/2) times his/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. Compensation for hours worked in excess of forty (40) hours per week and/or eight (8) hours per day will be made in accordance with the following guidelines:

UNPLANNED OVERTIME - Unscheduled Overtime Work

The agency will allow the employee to take compensatory time or receive pay. Compensatory time shall be credited at the appropriate overtime rate (i.e., credit shall be at least one and one-half (1/2) for each hour or portion of each hour worked in excess of eight (8) or over forty (40) hours).

PLANNED OVERTIME - Scheduled Overtime Work

The method of compensation (paid or compensatory time) for overtime work shall be determined by the Director. Hours in excess of forty (40) will be compensated at the rate of one and one-half (1.5) hours for each hour of overtime. If planned overtime work is offered with payment as compensatory time only, said overtime will be offered on a voluntary basis.

Any balance of compensatory time will be paid in full at the time of the termination of employment. Conversion of compensatory time for any other reason will depend on the availability of funds.

Section 24.3.

Management agrees to make every effort to equalize overtime work opportunity to all Bargaining Unit Employees by unit. Management agrees to keep a record of overtime worked by all Bargaining Unit employees and make decisions to offer overtime based on this record whenever possible. Their decisions will be made in accordance with the type of work and the classification of the workers.

Section 24.4.

Where practical and feasible, hours and schedules for bargaining unit employees may include:

- A. Variable starting and ending times;
- B. Compressed work weeks, such as three nine-hour days and an eight-hour day;
- C. Other flexible hour concepts.

Under this section, an employee will be permitted to work a flex schedule within a two (2) week pay period not to exceed their normal work schedule. In accordance with Section 24.4, an employee may not work more than eight (8) hours in a workday without Supervisor approval.

Notwithstanding provisions of Section 24.2 by mutual agreement of the Union and Management, the employee may waive the time and one-half over eight (8) hours.

Section 24.5.

When an employee is scheduled to work a shift that begins after 3:00 p.m. and before 6:00 a.m., a shift differential of .25 per hour will be implemented. When an employee is scheduled to work a shift on a weekend, a shift differential of .35 per hour will be implemented.

Shift differential does not apply to on-call, call back, or overtime from your regularly scheduled day shift.

Section 24.6.

Employees scheduled On-Call will receive an additional \$30 per day for all weekdays. Employees scheduled On-Call on weekends will receive an additional \$50 per day.

Employees scheduled On-Call on holidays (actual and observed) will receive an additional \$75 per day.

ARTICLE 25 TRAVEL ALLOWANCE

Section 25.1. Employees shall be eligible for expense reimbursement only when travel has been authorized by the Director, and in accordance with the following provisions.

Section 25.2.

The following items shall be reimbursable subject to regulations contained herein and compliance with procedures:

- a. Mileage: Employees required to use their privately owned vehicles shall be reimbursed in accordance with the IRS maximum allowance deduction for mileage.
- b. Lodging (Outside of County): Reimbursement for reasonable lodging rates at a hotel or motel reasonably close and convenient to the place where business will be transacted. Prior approval is necessary.
- c. Parking/Highway Tolls: Reimbursable if necessary to pay for parking or to travel a toll highway.
- d. Meals (Travel Outside of County/State):
 1. Meal reimbursement for a full day, with receipts, will be allowed on a fifty dollars (\$50.00) per diem rate. Meal reimbursement for a full day, without receipts, will be allowed on a twenty-five dollars (\$25.00) per diem rate.
 2. Meal reimbursement for less than a full day will be as follows:
 - a. A maximum of ten dollars (\$10.00) for breakfast reimbursement with receipts OR a maximum of five dollars (\$5.00) for breakfast reimbursement without receipts.
 - b. A maximum of fifteen dollars (\$15.00) for lunch reimbursement with receipts OR a maximum of seven dollars and fifty cents (\$7.50) for lunch reimbursement without receipts.
 - c. A maximum of twenty-five dollars (\$25.00) for dinner reimbursement with receipts OR a maximum of twelve dollars and fifty cents (\$12.50) for dinner reimbursement without receipts.
 - d. You may be reimbursed without receipts for gratuities on meals as long as the tip does not exceed 20% of the cost of the meal. Gratuities count toward the applicable maximum meal rate.
 3. If leaving before 5:00 p.m., for an overnight stay, an employee is entitled to dinner that evening. Any employee who is required to travel out of county and must remain on paid time until 5:00 p.m. will be reimbursed for the dinner meal.

Any employee leaving after 5:00 p.m., not on paid time, for an overnight stay will not be entitled to meal reimbursement for that evening.

If leaving before 12:00 noon, for an overnight stay, employee is entitled to lunch and dinner reimbursement for that day.

Day following overnight stay - Breakfast and Lunch are reimbursable. Dinner is reimbursable only if returning late, after 7:00 p.m., or staying over.

If travel to and from is within one day, only lunch is reimbursable. If the employee has to leave early from the office (6:30 a.m.), breakfast is reimbursable. If return is late, (after 7:00 p.m.) dinner is reimbursable.

Section 25.3. The following items shall not be reimbursed:

- A. Alcoholic beverages
- B. Entertainment
- C. Laundry and dry cleaning
- D. Room service charges
- E. Expenses of a spouse traveling with an employee

Section 25.4. Expense reports shall be completed and given to the appropriate supervisor on a monthly basis.

Section 25.5. An employee with special medically documented dietary requirements shall receive the meal reimbursement regardless of whether meals are prepaid and included in the cost of the seminar, conference, or function he/she is attending.

**ARTICLE 26
VACATION**

Section 26.1. All permanent employees will be entitled to paid vacation leave according to the following eligibility guidelines:

| SERVICE | ANNUAL RATE |
|------------------------------|---------------------------|
| After one (1) year | Two (2) weeks vacation |
| After seven (7) years | Three (3) weeks vacation |
| After thirteen (13) years | Four (4) weeks vacation |
| After twenty-one (21) years | Five (5) weeks vacation |
| After twenty-five (25) years | Six (6) weeks of vacation |

Section 26.2. Each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker. Management guarantees that a minimum of twenty percent (20%) of the employees in a classification, per unit, will be approved for vacation for which they are eligible. Vacation leave shall be taken in one-half (1/2) hour increments and notice must be given by close of business prior to the day vacation leave is being requested for.

Section 26.3. All vacation scheduling is subject to prior approval of the Director.

Section 26.4. No vacation leave shall be carried over for more than four (4) years with the exception of those employees who have completed twenty-five (25) years of service. Those employees may not carry over more than (4) years and one (1) week of vacation.

Employees hired after July 1, 2005 may carry over no more than three (3) years and one week (1) of vacation.

Section 26.5. No employee shall be entitled to utilize vacation until after his/her first anniversary of employment.

Section 26.6. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

**ARTICLE 27
HOLIDAYS**

Section 27.1. All permanent full-time and part-time bargaining unit employees shall be entitled to the following holidays with pay:

| | |
|----------------------------|--------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | 3 rd Monday in January |
| Presidents' Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Columbus Day | 2 nd Monday in October |
| Veterans' Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Day After Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve (1/2 day) | December 24 |
| Christmas Day | December 25 |
| Floating Holiday | One Day |

Section 27.2. 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. Should Christmas Eve fall on a Sunday, the holiday will be observed on December 22nd.

Section 27.3. If an employee is required to work on one of the recognized holidays, he/she shall receive time and one-half (1/2) 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 27.4. Permanent full-time and part-time bargaining unit employees 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.

Section 27.5. The floating holiday shall be taken in accordance with the guidelines for usage of personal days. If this day is not used during the calendar year, it will be forfeited.

**ARTICLE 28
HEALTH AND SAFETY**

Section 28.1. The Employer shall make reasonable provisions for the safety, health and welfare of its employees. Both the Union and Employer agree to work cooperatively in maintaining safety and complying with the Occupational Safety and Health Act.

Section 28.2. Employees shall be responsible for reporting any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and Department property.

Section 28.3. The Safety All Ways Committee shall continue to meet at least quarterly, or more often if necessary. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

ARTICLE 29
EDUCATION PROGRAM

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as an investment rather than a cost and the parties seek to expand as well as develop employee skills through training initiatives.

Section 29.1. The Employer shall continue a program for employee education.

Section 29.2. The Employer shall continue to establish criteria for the approval of courses.

Section 29.3. This Article shall be subject to the availability of funds to the Department.

Section 29.4. The Employer will pay the following pre-approved education expenses at 100%:

- a. Registration Fees
- b. Application Fees
- c. Graduation Fees
- d. Lab Fees

Section 29.5. The Employer will pay (when arrangements can be made) or reimburse an employee for tuition and textbooks for pre-approved courses at the following rate:

Grade of C or above: 100%

Grade of C- and below will not be reimbursed.

In those cases where the educational institution, the employer, and the employee agree that the employer pays the costs up front, and the employee owes the employer, any required adjustments may be made over a period of time equal to the period of time over which the course was taken.

ARTICLE 30
INSURANCES

Section 30.1. LIABILITY INSURANCE

A. The Employer agrees to provide a liability insurance policy in conformance with the policy adopted or to be adopted by the County Commissioners for coverage of Department of Job and Family Services employees.

B. The Employer assumed no liability and no responsibility for any personal property an employee chooses to use in his/her official capacity as an employee and/or leave at any department facility.

Section 30.2. HEALTH CARE

A. Annually, employees shall be offered the same health insurance benefits/plan options as all other Belmont County non-bargaining unit employees as established by the Board of County Commissioners. Any change in employee's premium costs resulting in improvement, or additions to employee's benefits shall be administered in accordance with the terms set forth by the Belmont County Board of Commissioners. The Employer shall meet and discuss any such additions, improvements, or changes made to the employee's benefits prior to any implementation.

B. Bargaining unit employees shall be required to pay the same monthly health insurance premium contribution as all other County non-bargaining unit employees of Belmont County electing coverage on the County's health insurance plan. Bargaining unit employees will be eligible to receive County prescription coverage the same as all other County non-bargaining employees electing prescription coverage.

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

D. For each month that an employee is in active pay status, the employer shall pay its share of the premium for that month. However, the employer shall not be liable and will not pay for any portion of any monthly premiums ninety (90) calendar days after an employee is not in active pay status for any reasons. At such time the employer ceases premium payment, the employee shall assume responsibility to pay the entire monthly premium costs for all medical and hospitalization benefits, providing such employee elects to continue coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

E. Any employee who is covered under a spouse hospitalization insurance plan, or other acceptable hospitalization plan, may elect to waive hospitalization insurance coverage provided by the employer. In the event such employee elects to waive coverage he/she will be awarded a yearly allotment in an amount determined by the Belmont County Board of County Commissioners. The annual allotment will be provided to employees electing to waive coverage in quarterly allotments. Proof of other hospitalization insurance coverage must be provided to the employer prior to any waiver or payment becomes effective. Such proof of other hospitalization must be submitted during each open enrollment period.

Employer agrees to contribute \$46.50 per month for each bargaining unit member to the Ohio AFSCME Care Plan for Dental Level 2A (\$34.00), Vision Care 2 (\$12.00) and Hearing Care (\$.50) for the life of the contract.

Section 30.3. FAMILY AND MEDICAL LEAVE ACT OF 1993

Health insurance coverage will continue for a three (3) month period as per the provisions in the Family and Medical Leave Act of 1993.

Personal leaves shall be granted as per the provisions of the Family and Medical Leave Act of 1993. When benefits contained in this Agreement exceed those provided by the Act, the Agreement will supersede.

Section 30.4. LIFE INSURANCE

Employees will continue to receive \$15,000 life insurance policy, or greater, if adopted by the County Commissioners for coverage of Department of Job and Family Services employees.

Section 30.5. WAIVER

Employees who can show health insurance coverage under another plan can choose to waive coverage. The Department shall pay employees who waive coverage two hundred and fifty dollars (\$250.00) per quarter. Employees who have a spouse employed at BCDJFS and take the county insurance are not eligible to receive the \$250.00 per quarter waiver.

ARTICLE 31
WAGES

Section 31.1. Effective November 1, 2020 the bargaining unit pay schedule included as Appendix A shall be increased by one-half percent (0.5%).

Effective November 1, 2021 the bargaining unit pay schedule included as Appendix A shall be increased by one-half percent (0.5%).

Effective November 1, 2022 the bargaining unit pay schedule included as Appendix A shall be increased by one-half percent (0.5%).

Section 31.2. Effective November 1, 2020, bargaining unit employees who have reached their maximum step and who are currently receiving longevity, shall have their longevity payment rolled into their base rate of pay. The new base rate of pay for these employees shall increase one and one-half (1.5%) percent effective November 1, 2020; one (1%) percent effective November 1, 2021; and one (1%) percent effective November 1, 2022. Any other employee who reaches the top step during the contract period, will receive the applicable contract raise outlined in Section 31.2 respectively.

Section 31.3. Effective November 1, 2020, employees who have not reached the maximum step and who are receiving longevity, shall have their longevity payment rolled into their base rate of pay and continue to progress through the pay schedule.

Section 31.4. Effective November 1, 2020, employees who have not reached the maximum step and who are not currently eligible for longevity, will receive a one-time step advancement effective upon ratification of this agreement and continue to progress through the pay schedule.

Section 31.5. Employees hired after the November 1, 2020 will not be eligible for longevity payment.

Section 31.6. The current method of computing step increases, increases due to promotion, and increases due to completion of probationary periods will remain in effect under this Agreement.

ARTICLE 32
SENIORITY

Section 32.1. Seniority is defined as the employee's uninterrupted length of continuous service with the Belmont County Department of Job and Family Services provided that the seniority dates of employees hired prior to September 5, 1990 shall not be altered by this section. Seniority shall be calculated in calendar days of employment from the last hiring date or re-employment following a break in service.

For the purposes of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.

In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of the lots will be used.

Section 32.2. Employees shall lose all seniority upon any of the following circumstances:

- a. Layoff in excess of thirty-six (36) months;
- b. Resignation;
- c. Discharge for just cause;
- d. Failure to return to work within five (5) working days of recall from layoff, via notice by certified mail to employee's residence; unless the failure to return to work within such five (5) days is not within the control of the employee, or within five (5) days, the employer agrees to an alternate date for the employee to return to work;
- e. Failure to return to work upon expiration of a leave of absence, unless otherwise agreed to by Employer; and
 - 1. Absence of four (4) or more consecutive work days, without notifying the Agency's Director or his/her designee in the absence of the Director (no call/no show), unless reasonable excuse for the absence is given.
- f. An employee who has not served in a management position longer than three (3) years and bumps into a bargaining unit position will lose all bargaining unit seniority.

Section 32.3. Employees shall continue to accrue seniority during the following:

- a. Absence, while on approved paid or unpaid leave;
- b. Layoff of thirty-six (36) months or less;
- c. Time spent on sick leave and vacation leave.

Section 32.4. The Employer shall post a seniority list once every six (6) months on the bulletin board, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union.

**ARTICLE 33
SEVERABILITY**

Section 33.1. This agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

**ARTICLE 34
WAIVER IN CASE OF EMERGENCY**

Section 34.1. In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, County Commissioners, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for Management's replies on grievances or time limits for filing of a grievance.
- B. All work rules and/or agreements and practices relating to the assignment or employees.

Within five (5) days after the emergency crisis, management and the Union shall meet to discuss issues surrounding the emergency and what measures have been taken or need to be taken to ensure efficient operation of the agency and the workforce.

Section 34.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievance(s)) had properly progressed prior to the emergency.

**ARTICLE 35
DURATION OF AGREEMENT**

Section 35.1. This Agreement shall be effective as of November 1, 2020 and shall remain in full force and effect until October 31, 2023.

Section 35.2. Executed at St. Clairsville, Ohio this _____ day of _____.

**SIGNATURE PAGE
FOR THE COUNTY**

FOR THE UNION

BELMONT COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Belmont County Prosecutor

November 18, 2020

Mr. Dutton said there is no further business to come before the board.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:46 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:46 p.m.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer | Absent |

Read, approved and signed this 24th day of November, 2020.

November 18, 2020

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, J. P. Dutton and Bonnie Zuzak, 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.

J. P. Dutton /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK