

St. Clairsville, Ohio

November 3, 2021

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

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$638,806.36

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|---------------------------------------|--------------------------|------------|
| E-0021-A002-E02.002 Employee Salaries | E-0021-A002-E09.003 PERS | \$7,500.00 |

H08 WIOA AREA 16 FUNDS/BCDJFS

| FROM | TO | AMOUNT |
|--|-------------------------------|-------------|
| E-2610-H008-H20.000 WIOA Area 16 Exp/Adm | E-2610-H008-H09.000 BRN Funds | \$12,962.43 |

K00 M.V.G.T. FUND/ENGINEER

| FROM | TO | AMOUNT |
|---------------------------------------|-----------------------------------|------------|
| E-2812-K000-K15.011 Contract Services | E-2813-K000-K40.074 Transfers Out | \$8,400.00 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND S33 DISTRICT DETENTION HOME/SARGUS

| FROM | TO | AMOUNT |
|------------------------------|-------------------------------|-------------|
| E-0082-A002-C31.002 Salaries | R-0910-S033-S20.574 Transfers | \$26,700.00 |

A00 GENERAL FUND AND S86 NORTHERN COURT-SPECIAL PROJECTS

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|-------------|
| E-0257-A017-A00.000 Contingencies | R-1561-S086-S06.574 Transfers In | \$20,000.00 |

A00 GENERAL FUND AND W80 PROSECUTORS-VICTIM ASSIST PROGRAM

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|------------|
| E-0257-A017-A00.000 Contingencies | R-1511-W080-P07.574 Transfers In | \$7,806.50 |

***Required cash match for Grant Number: 2022-VOCA-134716704. Grant period: 10/01/2021-09/30/2022.*

K00 M.V.G.T. FUND AND K01 ENGINEER SAFETY STUDY PROJECT

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|------------|
| E-2813-K000-K40.074 Transfers Out | R-2800-K001-K00.574 Transfers In | \$8,400.00 |

S02 SHERIFFS POLICING REVOLVING FUND AND THE A00 GENERAL FUND

| FROM | TO | AMOUNT |
|--------------------------------------|---|-------------|
| E-5102-S002-S01.002 Salaries | E-0131-A006-A02.002 Salaries | \$21,628.80 |
| E-5102-S002-S02.005 Medicare | E-0256-A014-A07.005 Medicare | \$312.52 |
| E-5102-S002-S03.003 PERS/SPRS | E-0131-A006-A13.003 PERS/SPRS | \$3,027.96 |
| E-5102-S002-S04.006 Health Insurance | E-0256-A014-A06.006 Group and Liability | \$2,152.83 |

W80 PROSECUTORS-VICTIM ASSIST PROGRAM AND A00 GENERAL FUND

| FROM | TO | AMOUNT |
|----------------------------|----------------------------------|------------|
| E-1511-W080-P01.002 Salary | R-0040-A000-A47.574 Transfers In | \$7,806.50 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the November 03, 2021, meeting:

A00 GENERAL FUND

| | | |
|---------------------|----------------|-------------|
| E-0111-A001-E02.002 | Salary | \$6,160.00 |
| E-0111-A001-E09.003 | PERS | \$1,646.50 |
| E-0131-A006-A16.000 | Other Expenses | \$50,000.00 |
| E-0151-A002-F09.000 | Other Expenses | \$1,214.50 |
| E-0256-A014-A01.000 | CORSA Costs | \$35,805.00 |

E10 911 FUND

| | | |
|---------------------|----------------|------------|
| E-2200-E010-E07.000 | Other Expenses | \$2,174.70 |
|---------------------|----------------|------------|

E11 9-1-1 WIRELESS

| | | |
|---------------------|-------------------|-------------|
| E-2301-E011-E01.011 | Contract Services | \$18,245.16 |
|---------------------|-------------------|-------------|

K00 M.V.G.T. FUND/ENGINEER

| | | |
|---------------------|-----------|-------------|
| E-2812-K000-K13.012 | Equipment | \$63,478.08 |
|---------------------|-----------|-------------|

K01 ENGINEER SAFETY STUDY PROGRAM/ENGINEER

| | | |
|---------------------|------------------------------|------------|
| E-2800-K001-K00.011 | Contract Services-PID#115294 | \$8,400.00 |
|---------------------|------------------------------|------------|

N14 SSD CAPITAL IMPROVEMENTS/BCWSD

| | | |
|--|---------------------|--------------|
| E-9014-N014-N05.055 | Contract Projects | \$7,133.40 |
| E-9014-N014-N12.000 | USDA Sewer Projects | \$158,621.29 |
| <u>S02 SHERIFFS POLICING REVOLVING FUND</u> | | |
| E-5102-S002-S01.002 | Salaries | \$21,628.80 |
| E-5102-S002-S02.005 | Medicare | \$312.52 |
| E-5102-S002-S03.003 | PERS/SPRS | \$3,027.96 |
| E-5102-S002-S04.006 | Health Insurance | \$2,152.83 |
| <u>S12 PORT AUTHORITY</u> | | |
| E-9799-S012-S14.074 | Transfers Out | \$3,697.91 |
| <u>S33 DISTRICT DETENTION HOME/SARGUS</u> | | |
| E-0910-S033-S33.002 | Salaries | \$26,700.00 |
| <u>S86 NORTHERN COURT-SPECIAL PROJECTS</u> | | |
| E-1561-S086-S01.002 | Salary | \$20,000.00 |
| <u>SHERIFF/VARIOUS FUNDS</u> | | |
| E-0131-A006-A09.000 | Medical | \$231.86 |
| E-0131-A006-A10.000 | Transport | \$450.00 |
| E-0131-A006-A17.010 | Cruisers | \$2,500.00 |
| E-0131-A006-A23.000 | Background | \$56.00 |
| E-0131-A006-A24.000 | E-SORN | \$375.00 |
| E-0131-A006-A28.000 | Shop with a Cop | \$2,725.00 |
| E-0131-A006-A32.000 | Warrant Fee | \$440.00 |
| E-1652-B016-B02.000 | DUI | \$75.00 |
| E-5100-S000-S01.010 | Commissary | \$19,522.11 |
| E-5101-S001-S06.000 | CCW License | \$787.00 |
| E-5101-S001-S07.012 | CCW Equipment | \$835.00 |
| E-9710-U010-U06.000 | Reserve | \$1,669.06 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF OCTOBER & NOVEMBER 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Delta

Dental Chargebacks for the months of October & November 2021

| | FROM | TO | TOTAL |
|-------------------------------|---------------------|---------------------|-----------|
| GENERAL | E-0256-A014-A12.006 | R-9891-Y091-Y07.500 | 18,400.08 |
| PUBLIC DEFENDER | E-0170-A006-G10.000 | R-9891-Y091-Y07.500 | 486.92 |
| BD OF ELECTIONS | E-0181-A003-A11.000 | R-9891-Y091-Y07.500 | 431.96 |
| GRANT / JUVENILE COURT | | | |
| CARE & CUSTODY (C-CAP) JUV | E-0400-M060-M29.008 | R-9891-Y091-Y07.500 | 205.76 |
| CARE & CUSTODY | E-0400-M060-M84.008 | R-9891-Y091-Y07.500 | 0.00 |
| ALTERNATIVE/JUV. CT. | E-0400-M067-M05.008 | R-9891-Y091-Y07.500 | 205.76 |
| TITLE IV-E/RANDOM MOMENTS | E-0400-M078-M02.008 | R-9891-Y091-Y07.500 | 102.88 |
| DIST DETENTION HOME | E-0910-S033-S47.006 | R-9891-Y091-Y07.500 | 1,447.02 |
| COUNTY RECORDER | E-1210-S078-S14.006 | R-9891-Y091-Y07.500 | 0.00 |
| DRETAC-TREAS | E-1410-W082-T07.006 | R-9891-Y091-Y07.500 | 0.00 |
| REAL ESTATE ASSESSMENT | E-1310-J000-J06.000 | R-9891-Y091-Y07.500 | 468.07 |
| PROS-VICTIM | E-1511-W080-P07.006 | R-9891-Y091-Y07.500 | 0.00 |
| MHAS SUBSIDY GRANT | E-1518-S075-S03.002 | R-9891-Y091-Y07.500 | 102.88 |
| CORRECTIONS ACT GRANT | E-1520-S077-S04.006 | R-9891-Y091-Y07.500 | 102.88 |
| COMMON PLEAS/GEN SP/MED | E-1544-S054-S05.000 | R-9891-Y091-Y07.500 | 0.00 |
| TARGETED COMM ALTERN TO P | E-1545-S055-S02.002 | R-9891-Y091-Y07.500 | 102.88 |
| PROBATION SERV. GRANT | E-1546-S056-S04.001 | R-9891-Y091-Y07.500 | 102.88 |
| WESTERN -SPEC PROJ | E-1551-S088-S03.006 | R-9891-Y091-Y07.500 | 102.88 |
| NORTHERN-SPEC PROJ | E-1561-S086-S03.006 | R-9891-Y091-Y07.500 | 102.88 |
| EASTERN-SPEC PROJ | E-1571-S087-S03.006 | R-9891-Y091-Y07.500 | 102.88 |
| DOG & KENNEL | E-1600-B000-B13.006 | R-9891-Y091-Y07.500 | 449.22 |
| AUDITOR CLERK HIRE & SUPP | E-1611-B000-B01.002 | R-9891-Y091-Y07.500 | 0.00 |
| MEDATION GRANT | E-1573-S074-S05.006 | R-9891-Y091-Y07.500 | 0.00 |

| | | | |
|--------------------------------|---------------------|---------------------|-----------|
| SOIL CONSERVATION | E-1810-L001-L14.000 | R-9891-Y091-Y07.500 | 178.28 |
| WATERSHED COORD. | E-1815-L005-L15.006 | R-9891-Y091-Y07.500 | 37.70 |
| COUNTY HEALTH DEPT | | | |
| County Health | E-2210-E001-E15.006 | R-9891-Y091-Y07.500 | 318.22 |
| Trailer Parks | E-2211-F069-F04.000 | R-9891-Y091-Y07.500 | 19.04 |
| Public Health Em. Readiness | E-2229-F081-F01.001 | R-9891-Y091-Y07.500 | 159.46 |
| PREP | E-2230-F082-F01.002 | R-9891-Y091-Y07.500 | 0.00 |
| Get Vaccinated | E-2236-F088-F01.002 | R-9891-Y091-Y07.500 | 0.00 |
| Integrated Naloxone Access | E-2237-F089-F01.002 | R-9891-Y091-Y07.500 | 0.00 |
| Public Health Em. Prep. | E-2231-F083-F01.002 | R-9891-Y091-Y07.500 | 102.88 |
| Reproductive Health & Wellness | E-2215-F077-F01.002 | R-9891-Y091-Y07.500 | 110.42 |
| Home Sewage Treatment System | E-2227-F074-F06.000 | R-9891-Y091-Y07.500 | 166.66 |
| Nursing Fund | E-2232-F084-F02.008 | R-9891-Y091-Y07.500 | 19.02 |
| Child & Family Health Services | E-2233-F085-F01.002 | R-9891-Y091-Y07.500 | 51.44 |
| Vital Statistics | E-2213-F075-F02.003 | R-9891-Y091-Y07.500 | 109.74 |
| Food Service | E-2218-G000-G06.003 | R-9891-Y091-Y07.500 | 273.66 |
| Water Systems | E-2219-N050-N05.000 | R-9891-Y091-Y07.500 | 16.98 |
| Pools/Spas | E-2220-P070-P01.002 | R-9891-Y091-Y07.500 | 13.88 |
| MENTAL HEALTH | E-2310-S049-S63.000 | R-9891-Y091-Y07.500 | 346.34 |
| HUMAN SERVICES | E-2510-H000-H16.006 | R-9891-Y091-Y07.500 | 1,543.20 |
| CSEA | E-2760-H010-H12.006 | R-9891-Y091-Y07.500 | 102.88 |
| K-1 | E-2811-K200-K10.006 | R-9891-Y091-Y07.500 | 37.70 |
| K-2 | E-2811-K200-K10.006 | R-9891-Y091-Y07.500 | 346.34 |
| K-11 | E-2812-K000-K20.006 | R-9891-Y091-Y07.500 | 205.76 |
| K-25 | E-2813-K000-K39.006 | R-9891-Y091-Y07.500 | 102.88 |
| WATER/SEWER DEPT | | | |
| W.W.S. #3 | E-3702-P005-P31.000 | R-9891-Y091-Y07.500 | 2,554.60 |
| S.S.D. #2 | E-3705-P053-P15.000 | R-9891-Y091-Y07.500 | 694.41 |
| WIC | E-4110-T075-T52.008 | R-9891-Y091-Y07.500 | 411.52 |
| SENIOR SERVICES PROGRAM | E-5005-S070-S06.006 | R-9891-Y091-Y07.500 | 3,895.36 |
| CLERK OF COURTS | E-6010-S079-S07.006 | R-9891-Y091-Y07.500 | 524.62 |
| OAKVIEW JUVENILE | E-8010-S030-S68.006 | R-9891-Y091-Y07.500 | 1,385.36 |
| DRETAC-PROS ATTY | E-1510-W081-P07.006 | R-9891-Y091-Y07.500 | 102.88 |
| PORT AUTHORITY | E-9799-S012-S02.006 | R-9891-Y091-Y07.500 | 37.70 |
| TOTALS | | R-9891-Y091-Y07.500 | 36,786.76 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION CHARGEBACKS FOR
THE MONTHS OF OCTOBER & NOVEMBER 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer
of funds for the Vision Chargebacks for the months of October & November 2021

| | FROM | TO | TOTAL |
|------------------------------|---------------------|---------------------|----------|
| GENERAL | E-0256-A014-A11.006 | R-9891-Y091-Y06.500 | 5,138.46 |
| PUBLIC DEFENDER | E-0170-A006-G10.000 | R-9891-Y091-Y06.500 | 135.00 |
| BD OF ELECTIONS | E-0181-A003-A11.000 | R-9891-Y091-Y06.500 | 127.80 |
| GRANTS/JUVENILE COURT | | | |

| | | | |
|--------------------------------|---------------------|---------------------|--------|
| CARE & CUSTODY (C-CAP) JUV.CT | E-0400-M060-M29.008 | R-9891-Y091-Y06.500 | 55.44 |
| CARE & CUSTODY | E-0400-M060-M84.008 | R-9891-Y091-Y06.500 | 0.00 |
| ALTERNATIVE SCHOOL/JUV. CT | E-0400-M067-M05.008 | R-9891-Y091-Y06.500 | 55.44 |
| TITLE IV-E/RANDOM MOMENTS | E-0400-M078-M02.008 | R-9891-Y091-Y06.500 | 27.72 |
| DIST DETENTION HOME | E-0910-S033-S47.006 | R-9891-Y091-Y06.500 | 415.26 |
| COUNTY RECORDER | E-1210-S078-S14.006 | R-9891-Y091-Y06.500 | 0.00 |
| REAL ESTATE ASSESSMENT | E-1310-J000-J06.000 | R-9891-Y091-Y06.500 | 128.97 |
| DRETAC-TREAS | E-1410-W082-T07.006 | R-9891-Y091-Y06.500 | 0.00 |
| MHAS SUBSIDY GRANT | E-1518-S075-S03.002 | R-9891-Y091-Y06.500 | 27.72 |
| CORRECTIONS ACT GRANT | E-1520-S077-S04.006 | R-9891-Y091-Y06.500 | 27.72 |
| PROS-VICTIM | E-1511-W080-P07.006 | R-9891-Y091-Y06.500 | 0.00 |
| COMMON PLEAS/GEN. SP/MED | E-1544-S054-S05.000 | R-9891-Y091-Y06.500 | 0.00 |
| TARGETED COMM ALTERN TO PR | E-1545-S055-S02.002 | R-9891-Y091-Y06.500 | 27.72 |
| PROBATION SERV. GRANT | E-1546-S056-S04.001 | R-9891-Y091-Y06.500 | 27.72 |
| WESTERN-SPEC. PROJ. | E-1551-S088-S03.006 | R-9891-Y091-Y06.500 | 27.72 |
| NORTHERN-SPEC. PROJ. | E-1561-S086-S03.006 | R-9891-Y091-Y06.500 | 27.72 |
| EASTERN SPEC. PROJ. | E-1571-S087-S03.006 | R-9891-Y091-Y06.500 | 27.72 |
| DOG & KENNEL | E-1600-B000-B13.006 | R-9891-Y091-Y06.500 | 122.94 |
| AUDITORS CLERK HIRE & SUPP | E-1611-B000-B01.002 | R-9891-Y091-Y06.500 | 0.00 |
| MEDIATION GRANT | E-1573-S074-S05.006 | R-9891-Y091-Y06.500 | 0.00 |
| SOIL CONSERVATION | E-1810-L001-L14.000 | R-9891-Y091-Y06.500 | 51.84 |
| WATERSHED COORD. | E-1815-L005-L15.006 | R-9891-Y091-Y06.500 | 12.06 |
| COUNTY HEALTH DEPT | | | |
| County Health | E-2210-E001-E15.006 | R-9891-Y091-Y06.500 | 89.60 |
| Trailer Parks | E-2211-F069-F04.000 | R-9891-Y091-Y06.500 | 5.12 |
| Public Health Em. Rediness | E-2229-F081-F01.001 | R-9891-Y091-Y06.500 | 55.03 |
| PREP | E-2230-F082-F01.002 | R-9891-Y091-Y06.500 | 0.00 |
| Get Vaccinated | E-2236-F088-F01.002 | R-9891-Y091-Y06.500 | 0.00 |
| Integrated Naloxone Access | E-2237-F089-F01.002 | R-9891-Y091-Y06.500 | 0.00 |
| Public Health Emerg. Prep. | E-2231-F083-F01.002 | R-9891-Y091-Y06.500 | 27.72 |
| Reproductive Health & Wellness | E-2215-F077-F01.002 | R-9891-Y091-Y06.500 | 30.14 |
| Home Sewage Treatment System | E-2227-F074-F06.000 | R-9891-Y091-Y06.500 | 44.90 |
| Nursing Fund | E-2232-F084-F02.008 | R-9891-Y091-Y06.500 | 6.07 |
| Child & Family Health Services | E-2233-F085-F01.002 | R-9891-Y091-Y06.500 | 13.86 |
| Vital Statistics | E-2213-F075-F02.003 | R-9891-Y091-Y06.500 | 29.94 |
| Food Service | E-2218-G000-G06.003 | R-9891-Y091-Y06.500 | 73.74 |
| Water Systems | E-2219-N050-N05.000 | R-9891-Y091-Y06.500 | 4.60 |
| Pools/Spas | E-2220-P070-P01.002 | R-9891-Y091-Y06.500 | 3.76 |
| MENTAL HEALTH | E-2310-S049-S63.000 | R-9891-Y091-Y06.500 | 95.22 |
| HUMAN SERVICES | E-2510-H000-H16.006 | R-9891-Y091-Y06.500 | 415.80 |
| CSEA | E-2760-H010-H12.006 | R-9891-Y091-Y06.500 | 27.72 |
| K-1 | E-2810-K200-K10.006 | R-9891-Y091-Y06.500 | 12.06 |
| K-2 | E-2811-K200-K10.006 | R-9891-Y091-Y06.500 | 95.22 |
| K-11 | E-2812-K000-K20.006 | R-9891-Y091-Y06.500 | 571.32 |
| K-25 | E-2813-K000-K39.006 | R-9891-Y091-Y06.500 | 194.04 |
| WATER/SEWER DEPT | | | |
| W.W.S. #3 | E-3702-P005-P31.000 | R-9891-Y091-Y06.500 | 706.10 |
| S.S.D. #2 | E-3705-P053-P15.000 | R-9891-Y091-Y06.500 | 193.09 |
| WIC | E-4110-T075-T52.008 | R-9891-Y091-Y06.500 | 110.88 |

| | | | |
|-------------------------|---------------------|---------------------|-----------|
| SENIOR SERVICES PROGRAM | E-5005-S070-S06.006 | R-9891-Y091-Y06.500 | 1,052.28 |
| CLERK OF COURTS | E-6010-S079-S07.006 | R-9891-Y091-Y06.500 | 147.06 |
| OAKVIEW JUVENILE | E-8010-S030-S68.006 | R-9891-Y091-Y06.500 | 380.88 |
| DRETAC-PROS ATTY | E-1510-W081-P07.006 | R-9891-Y091-Y06.500 | 27.72 |
| PORT AUTHORITY | E-9799-S012-S02.006 | R-9891-Y091-Y06.500 | 12.06 |
| TOTAL | | | 10,890.90 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/NOVEMBER 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HSA
November 2021

| HSA CHARGEBACKS | | MONTHLY CHARGEBACKS | |
|---------------------|-----------------|---------------------|--------|
| From: | | To: | |
| NUMBER | ACCOUNT | NUMBER | AMOUNT |
| E-3702-P005-P31.000 | WWS #3 REVENUE | R-9891-Y091-Y12.500 | 64.52 |
| E-2410-S066-S80.000 | BCBDD-MAIN FUND | R-9891-Y091-Y12.500 | 64.52 |
| E-5005-S070-S06.006 | SENIOR SERVICES | R-9891-Y091-Y12.500 | 64.52 |
| E-6010-S079-S07.006 | CLERK OF COURTS | R-9891-Y091-Y12.500 | 64.52 |
| TOTALS | | | 258.08 |

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.
GENERAL FUND/CORSA-2018/2019 DIVIDEND-\$35,805.00 CORSA Dividend deposited into R-0040-A000-Q00.500 on 10/26/2021.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated November 3, 2021, 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. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:
COMMISSIONERS-J. P. Dutton to Cambridge, OH, on November 5, 2021, to attend the EODA Fall meeting at Salt Fork Lodge and Conference Center.
ENGINEER’S-Terry Lively, Daniel Boltz and Stephany Crist to Columbus, OH, on December 8-10, 2021, to attend the CCAO/CEAO Annual Winter Conference. Estimated expenses: \$2,100.00.
RECORDER’S-Jason Garczyk to Columbus, OH, on November 14-17, 2021, to attend the Ohio Recorders’ Association Winter Continuing Education Conference. A county vehicle will be used for travel. Estimated expenses: \$230.00.

SSOBC-Donna Steadman to Moundsville, WV, on November 9, 16 & 23, 2021 for a senior outing to Four Seasons Pool. Tish Kinney to Wheeling, WV, on November 15, 2021, for a senior outing to the Festival of Lights. County vehicles will be used for travel.
WATER & SEWER DISTRICT-Michael Reed to Columbus, OH, on December 7, 2021, to take the Ohio EPA Wastewater II Operator test. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING AMY MORT
AS FULL-TIME LPN/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Amy Mort as full-time LPN at the Belmont County Jail, effective November 8, 2021.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER ASSIGNING AUTHORITY TO BCDJFS
DIRECTOR JEFF FELTON TO ADVERTISE FOR BIDS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to assign authority to the Belmont County Department of Job and Family Services Director Jeff Felton to advertise for the following bids:

- Workforce Investment Opportunity Act (WIOA) Area 16 Fiscal Consultant Services
- Medicaid Non-Emergency Transportation Client Services

Upon roll call the vote was as follows:

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

**RESOLUTION APPROVING TENTATIVE AGREEMENT AND
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BELMONT COUNTY COMMISSIONERS AND
AFSCME, AFL-CIO LOCAL #702**

Motion made by Mr. Echemann seconded by Mr. Meyer 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 AFSCME, AFL-CIO LOCAL #702 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 AFSCME, AFL-CIO LOCAL #702 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Board’s authorized representative(s), are authorized to execute the attached 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 3rd day of November, 2021.

**AGREEMENT
BETWEEN
BELMONT COUNTY
BOARD OF COMMISSIONERS
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
(BUILDING & GROUNDS)
January 1, 2022 through December 31, 2024**

**ARTICLE 1
PREAMBLE AND PURPOSE**

Section 1.01. This Agreement, entered into by the Belmont County Commissioners, hereinafter referred to as the "Employer," and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO Local #702, hereinafter referred to as the "Union," has as its purpose the following:

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

**ARTICLE 2
UNION RECOGNITION**

Section 2.01. The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board, SERB Case No. 2012-REP-05-0056 including:

Housekeeping/Maintenance (which may also be referred to as “Housekeeping”)
Maintenance/Housekeeping (which may also be referred to as “Maintenance”)
Supervisor of Maintenance and Housekeeping

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

Section 2.03. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

Section 2.04. All job descriptions will be given to Local 702 President & Vice President for distribution.

**ARTICLE 3
DUES DEDUCTION**

Section 3.01. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The

signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 3.02. All deductions provided for in this Article, accompanied by an alphabetical list of all employees and their addresses for whom deductions have been made, shall be transmitted to Controller Ohio Council 8 no later than the thirty-first (31) day following the end of the pay period in which the deduction is made.

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

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

Section 3.05. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth in Section 3.06 below.

Section 3.06. Any voluntary dues check-off authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues check-off card and year to year thereafter, unless the employee gives the County 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 employee's dues check-off authorization cards are available from the Union upon request.

Section 3.07. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.08. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing, within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.09. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 3.10. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.11. "Fair Share Fee" will no longer apply. In the event any Federal or State legislative body with authority over Ohio reinstitutes fair share fees, the Union and Employer will meet and renegotiate this Article of the Agreement.

Section 3.12. The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share deductions.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold 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 3.13. The Union agrees that it will indemnify and hold 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.

ARTICLE 4 UNION REPRESENTATION

Section 4.01. The Employer agrees to admit not more than one (1) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday, for the purpose of processing grievances or attending meetings as permitted herein, provided reasonable advance notice is given to the Employer. Upon arrival, the Union representative shall identify himself or herself to the Employer or the Employer's designee.

Section 4.02. The Employer shall recognize no more than three (3) employees to act as Union stewards listed as follows for the purposes of processing grievances in accordance with the Grievance Procedure.

- A. Local Union President
- B. Two (2) Chief Steward

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

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate Supervisor; and
- E. Union office held.

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

Section 4.04. The investigation or writing of grievances shall be during non-working time, except for the following:

- A. Attendance at a grievance or disciplinary hearing, as provided in this Agreement.
- B. Labor/Management meetings, as provided in this Agreement.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

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

- A. The Union agrees that no steward or representative of the Union either employee or non-employee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct meetings involving on-duty employees except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union representative shall cease Union activities immediately upon the verbal or written request of the Employer or designee or upon the request of the employee's immediate supervisor or the supervisor of the area where the activity is being conducted.
- D. A Union employee official abusing the rules of this section may be subject to disciplinary action.
- E. The Employer agrees to notify the Union as soon as possible of any new hires into the bargaining unit. Upon notification to the Union of the new hire the Employer will allow the Union President or Steward one (1) hour with the new employee with permission from the Employer.

ARTICLE 5

MANAGEMENT RIGHTS

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

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

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

ARTICLE 6

NO STRIKE / NO LOCKOUT

Section 6.01. The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that it will, within two (2) weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. In all cases of strike, sympathy strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have sole and complete right to immediately discipline or discharge any Union member participating in any unauthorized strike, sympathy strike, slowdown, walkout, or any other cessation of work. Bargaining unit members shall have the right to appeal through provisions of this Agreement for disciplinary actions taken by the Employer under this Section, however only the question of whether or not he or she did in fact participate in or promote such action shall be subject to appeal.

Section 6.02. The Employer agrees that neither it, its officers, agents or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated Section 6.01(B) of this article.

Section 6.03. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 7

NONDISCRIMINATION

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

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

Section 7.02. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees

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

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

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

ARTICLE 8

DISCIPLINE AND DISCHARGE

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

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

Section 8.02. Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than forty-eight (48) hours prior to the conference the employee will be given notice of the allegations which may be the basis for disciplinary action. An employee may request representation by a union steward or the Local Union President in any meeting with a supervisor or Employer representative that the employee reasonably believes will result in discipline or discharge.

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

Section 8.04. Records of suspension of less than three (3) days shall cease to have force and effect twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Records of suspension three (3) or more days shall cease to have force and effect thirty (30) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall cease to have force and effect eighteen (18) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

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

Section 8.06. The Parties may agree to a “Last Chance” Agreement in lieu of termination on a case-by-case basis which shall not require the full approval of the bargaining unit.

ARTICLE 9

GRIEVANCE PROCEDURE

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

Section 9.02. Time limits set forth herein may only be extended by a mutual agreement of the parties. The Union may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or Employer’s designee within the stipulated time limits shall be considered denied and may be appealed to the next step in the grievance procedure.

Section 9.03.

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

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

Step 3: **Mediation:** Upon mutual agreement of the parties (Employer and Union), within seven (7) calendar days of the receipt of the Step 2 response, either party may refer the grievance to mediation by giving written notice and a request for a mediator to the other party and the Federal Mediation and Conciliation Service (FMCS) or SERB. The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon parties and the affected bargaining unit employee(s). Any costs for the mediator shall be borne by the party requesting mediation. Upon receipt of written notice, pursuant to this Step, time limits for the grievance procedure shall be suspended until (1) mediation is concluded or (2) either party rejects or rescinds, in writing, its participation in mediation; whichever occurs first.

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

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

Section 9.05. Any grievance may be brought by an employee covered by this Agreement or the Union. Any grievance brought by the Union must be signed by an employee who is employed within one of the classifications of the certified bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance.

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

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

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

Section 9.09. The grievant may be represented at a grievance hearing by the AFSCME Ohio Council 8 Staff Representative and an authorized union steward or the local Union President, per Article 4.

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

ARTICLE 10

ARBITRATION

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

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of fifteen (15) arbitrators from the Federal Mediation and Conciliation

Service and shall select the arbitrator by the alternate strike method, with the party requesting arbitration striking first. Either party may insist that the arbitrators be National Academy members or that they reside in Ohio, and either party may reject one (1) entire list. Hearing procedures shall be in accordance with the FMCS rules.

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

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

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

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

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

ARTICLE 11

APPLICATION OF CIVIL SERVICE LAW

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

ARTICLE 12
LABOR MANAGEMENT MEETINGS

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

Section 12.02. The Union shall submit to the Employer an agenda with a list of issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda to determine if a meeting is necessary and, if so, notify the Union of the scheduled meeting date and any items the Employer wishes to add to the agenda.

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

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss health and safety matters relating to employees.

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

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

ARTICLE 13
HEALTH AND SAFETY

Section 13.01. It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

Section 13.02. The Employer agrees to provide safe working conditions, tools, equipment and working methods for their employees and to take into consideration all hazards known by the Employer or as recommended to the Employer by the Safety and Health Committee. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 13.03. The employees and the Union accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known.

Section 13.04. The parties agree that the provisions of this Article are directed solely toward the safety and health of the individual employees. Any attempt by an employee or employees to utilize the procedures of the Article for harassment, coercion, retaliation or to achieve objectives other than health and safety, however proper those objectives might be if pursued by other means, would be abuse of this provision and contrary to the labor agreement itself.

Section 13.05. There shall be established a joint labor-management Health and Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Employees representing the Union shall be designated by the Union which will notify the Employer of such designated representatives and/or any changes therein. The Committee shall assist, make recommendations to and cooperate with all managers and supervisors in the promotion of safety and health.

Section 13.06. It is intended that, consistent with the foregoing functions of the Safety and Health Committee, AFSCME Ohio Council 8 Local 702, the Union Safety Committee and their officers, employees, and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

ARTICLE 14
SENIORITY

Section 14.01. "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 14.02. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 14.03. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 14.04. The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee.

One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within ten (10) calendar days of posting or said list shall be deemed valid by all parties.

Section 14.05. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 15
PROBATIONARY PERIODS

Section 15.01. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee may be terminated at any time during his or her probationary period and shall have no appeal over such removal.

Section 15.02. An employee that successfully bids on a promotion within the bargaining unit will be required to successfully complete a probationary period in his or her newly appointed position. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee may be returned by the Employer to his or her former position at any time during his or her promotional probationary period and shall have no appeal over such removal. Also, the promoted employee may return to his or her former position any time during the first thirty (30) calendar days of his or her promotion. The provisions of this Section will also apply to an employee that is assigned to a new classification within the bargaining unit. The action of return to the prior position for not successfully completing a probationary period shall not be considered a disciplinary action.

Section 15.03. Part time bargaining unit employees that work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full time employees. Bargaining unit employees that work an irregular schedule or that work less than the normal number of working days per week shall not have completed their probationary period until they have successfully completed seven hundred (700) hours actually worked.

Section 15.04. Time on leave of absence or other non-paid leaves shall not be counted toward the completion of the probationary periods.

ARTICLE 16
POSTING OF JOB OPENINGS

Section 16.01. When the Employer determines to fill a vacancy in a classification in the bargaining unit other than by original appointment, the vacancy shall be filled in accordance with this Article.

Section 16.02. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the Employer's bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacancy that is not already in that classification may do so by submitting a written application to the Employer. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applicants that do not meet the minimum qualifications for the job.

Section 16.03. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to seventy-five (75) days at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis, or for a longer period of time while the appointee fills in for an employee that is absent due to sickness, disability, or other approved leave of absence. If the temporary appointee is a new hire, the Employer may remove him or her from the position with no appeal when the absent employee

returns, or when it is clear that the absent employee will not return and the Employer determines not to fill the position on a permanent basis, or when the Employer selects another person to fill the vacancy on a permanent basis, or when the position is abolished, or when the absent employee or the temporary is bumped due to a reduction in force.

If the Employer has made a temporary appointment, but determines there is a permanent vacancy (for example, because the employee on leave from the position will not be returning), the Employer may keep the temporary appointee on during the posting and selection process. If the temporary appointee is the successful bidder, his or her probationary period will begin when he or she is appointed on a non-temporary basis. The Employer will credit the employee with all of his or her temporary service toward the probationary period, but the employee will have at least thirty (30) days probationary period after the non-temporary appointment.

Section 16.04. All timely-filed applications from qualified, eligible applicants shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability to perform the essential functions of the position. Physical and mental ability are used as qualifiers to determine whether or not a person can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by the ADA) that can with or without reasonable accommodation perform the essential functions of the position. Where more than one applicant is deemed qualified and where the Employer determines that the qualifications of those applicants are relatively equal, then the appointment will be made based on departmental seniority.

Section 16.05. Once the determination has been made, the Employer agrees to post the selection, if any, within seven (7) calendar days. The Employer shall fill any such vacancy within fourteen (14) calendar days after posting the selection. The Employer may cancel a vacancy posting at any time prior to the time the Employer posts the name of the successful bidder.

Section 16.06. Bids shall be submitted to the Employer's designee on a form to be provided by the Employer.

Section 16.07. An employee that desires to be considered for vacancies covered under this Article that become available during the employee's vacation or leave of absence shall notify the Employer of his or her desire in writing before he or she leaves for vacation or leave of absence.

Section 16.08. The Employer may provide training to all employees who wish to become qualified in various job duties of higher-rated classifications in order of seniority as opportunities arise.

ARTICLE 17

LAYOFF AND RECALL

Section 17.01. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 17.02. The Employer shall determine in which classification(s) and which location(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their department seniority and their ability to perform the remaining work available with minimum training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work with minimum training, the employee(s) with the least seniority will be laid off first.

- A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay or then, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified per minimum job requirements and capable of performing the available work.
- B. The affected employees shall have five (5) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified per minimum job requirements. Any employee not submitting such request within five (5) days shall be considered to have accepted the layoff.

Section 17.03. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months for the classification from which they are laid off and other lower paid classifications in the unit. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification per minimum job requirements, to which they are recalled.

Section 17.04. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided.

Section 17.05. In the case of a long term layoff, the recalled employee shall have seven (7) calendar days following the date of receiving of the recall notice to notify the Employer of his or her intention to return to work and shall have fourteen (14) calendar days following the receiving date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 17.06. The Employer agrees there will be no new hires in any classification where there is a recall list.

Section 17.07. This article supersedes and replaces the civil service laws and rules for job abolishment and layoff of bargaining unit positions and employees.

ARTICLE 18

BARGAINING UNIT WORK

Section 18.01. The Employer shall not contract out work traditionally performed by the bargaining unit or assign such work to supervisors, if the contracting out or assignment to supervisors results in the layoff of bargaining unit employees.

ARTICLE 19

CALL-IN PAY

Section 19.01. A call-in is defined as an order or request to return to work at any time after an employee has been relieved from duty at the conclusion of a regularly scheduled work day until one (1) hour before the next regularly scheduled starting time. Employee will receive two (2) hours call-in pay. Rate of time and one-half (1½) for hours worked (if in overtime status) during this time with straight time paid for balance of two (2) hour call-in time.

ARTICLE 20

PAY PERIODS & PAYCHECKS

Section 20.01. There will normally be twenty-six (26) pay periods of each calendar year. The Employer agrees to distribute paychecks in a sealed envelope on Friday by the regular schedule or via direct deposit. All new hires after January 1, 2022 shall receive their paycheck via direct deposit. In the event of emergency conditions the Employer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

ARTICLE 21

WASH-UP TIME

Section 21.01. Employees shall be permitted a reasonable time, not to exceed fifteen (15) minutes at the end of each work day before quitting time for wash-up. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for other purposes. Wash-up time is not accumulative and will only be allowed when the work schedule permits.

ARTICLE 22

BULLETIN BOARDS

Section 22.01. The Employer agrees to allow space on the bulletin boards.

Section 22.02. The Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

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

G. publications, rulings of policies of the Union.

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

H. personal attacks upon any other member or any other employee;

I. attacks on any employee organization, regardless of whether the organization has local membership; and

J. attacks on and/or favorable comments regarding a candidate for public office or Union office, or for office in another employee organization.

ARTICLE 23

HOURS OF WORK AND OVERTIME

Section 23.01. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 23.02. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with an unpaid lunch period. The standard lunch period for full time employees shall be one (1) hour, or one-half (½) hour depending on the nature of the operation. The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday (seven (7) day period). This does not preclude Management from changing the work week for legitimate business reasons. The Employer may require employees to sign time cards, or use swipe cards, or follow similar procedures to account for time actually worked.

Section 23.03. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (1½) times his or her regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime.

Section 23.04. There shall be two (2) fifteen (15) minute paid rest periods in each regular shift each work day. Such rest periods shall be scheduled whenever practicable approximately midpoint in the first (1st) one-half (½) of the employee's regular work shift and in the second (2nd) one-half (½) of the shift. Rest periods shall be taken at such time and such manner that does not interfere with the efficiency of the work unit. Rest periods are intended to be a recess to be preceded and followed by an extended work period, therefore, they shall not be used to cover an employee's late arrival to work or early departure, nor shall they be accumulative if not taken.

Section 23.05. Non-Emergency. Twice each year, on January 1st and July 1st, employees may sign a list indicating their willingness to work overtime. Signing the list will make an employee eligible for overtime call outs. Employees who do not sign the voluntary overtime list will not be placed on an overtime list and will not be offered voluntary overtime work. Employees called from the voluntary overtime list will be placed at the bottom of the list and rotated until all employees on the list have an opportunity for overtime work. Refusal of overtime constitutes such an opportunity.

Section 23.06. Emergency. When emergencies occurring between the hours of 3:00 p.m. and 6:30 a.m. require the Employer's immediate attention (such as inclement weather, snow and ice control, floods, and other conditions which, in the employer's judgment, jeopardize public safety, affect the Employer's operation, or are considered public hazards), overtime call-out work will be distributed to employees normally assigned to perform such work, and who are assigned to the area closest to the emergency.

Section 23.07. If the Employer exhausts the voluntary overtime list and is still in need of additional personnel for the overtime work, the Employer will order employees in for mandatory overtime beginning with the least senior employee with the needed classification. Additionally, employees will not be eligible for voluntary overtime opportunities on days which they have utilized sick leave.

ARTICLE 24

LEAVES OF ABSENCE

Section 24.01. Personal Leave or Disability Leave. Upon the advanced written request of a permanent employee, the Employer may grant the employee a leave of absence without pay. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months. Whenever possible, any request for a leave of absence without pay must be made at least sixty (60) days prior to the commencement of the desired leave.

Section 24.02. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

Section 24.03. Because they are not in an active pay status, employees who are granted an authorized leave of absence without pay do not earn sick leave, or vacation leave credit. Additionally, they do not qualify for paid holidays or other benefits that require an employee to be in active pay status.

Section 24.04. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 24.05. Reinstatement from Leave. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. (If the employee would have been laid off the employee shall be placed on the recall list for his or her classification if the recall list is still in effect.) An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work immediately upon expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 24.06. Military Leave. The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military service.

Section 24.07. Jury and Witness Leave. An employee who is:

A. called for jury duty;

B. subpoenaed as a witness in a case in which he is not a party;

C. a party in an action related to his employment in which his interest is not adverse to that of Belmont County shall be granted full pay for regularly scheduled working hours.

Employees released from court or jury duty prior to the end of their scheduled work day shall report to work for the remaining hours of their shift unless other arrangements have been made with the Department Head. The time an employee spends at court jury duty or court service shall not be considered hours worked for purposes of calculating overtime, unless such court time is directly related or is an integral part of the employee's work duties. Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his or her regular scheduled working days.

Section 24.08. The Employer will comply with applicable provisions of the Family and Medical Leave act for employees in the bargaining unit, per the Commissioners' policies governing their employees.

ARTICLE 25
SICK LEAVE

Section 25.01. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 25.02. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 24.01 of this Agreement.

Section 25.03. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (½) hour. Employees on paid sick leave shall be considered on active pay status and as time worked for the purpose of computing overtime.

Section 25.04. Uses of Sick Leave.

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

Section 25.05. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illnesses to justify the use of sick leave. Falsification of either a written, signed statement or a physician’s certificate shall be grounds for disciplinary action including dismissal. For any illness exceeding three (3) days a doctor’s certificate shall be required.

Section 25.06. Notification by Employees. When an employee is unable to report to work, he shall notify his/her immediate supervisor or other designated person no later than one-half (½) hour after the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 25.07. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in dismissal and may result in refund of salary or wages paid.

Section 25.08. Physician’s Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician’s certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 25.09. Physician’s Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee’s physical or mental capability to perform the duties of the employee’s position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 25.10. Employees who become injured on the job shall be paid at the rate of the job being performed at time of injury for the full eight (8) hours on the date the injury occurs, providing that the attending physician states the employee is not able to return to work on the date of

injury. However, if the physician states the employee is able to return to work the employee will be paid for the time lost on the day the injury occurred at the rate the employee was performing at the time of injury.

Section 25.11. Sick Leave Conversion.

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

ARTICLE 26
UNION LEAVE

Section 26.01. Subject to the operational needs of the Department, the Union has five (5) days per year (year defined as 1/1 to 12/31) for its members or officials to attend Union functions, meetings or conventions. Such time shall be granted to attend such functions for the Union, provided two (2) weeks advance notice is given in writing to the Employer by the local Union President. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee’s option.

ARTICLE 27
HOLIDAYS

Section 27.01. All full-time employees (in active pay status the entire regularly scheduled work day immediately preceding and subsequent to the holiday) are entitled to the following holidays:

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

Section 27.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The policy in effect on May 8, 2013 for how holidays are paid shall continue. If the Board of Commissioners closes the courthouse to observe a holiday, bargaining unit employees shall receive the same benefit.

Section 27.03. If a full time employee is required to work on one of the recognized holidays, he or she shall receive time and one-half (½) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.04. A full-time bargaining unit employee shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

ARTICLE 28
VACATION

Section 28.01. Forty (40) hour per week full-time bargaining unit employees are eligible for paid vacation leave according to the following eligibility guidelines:

- After 1 year service 80 hours vacation (3.1 hours per pay period)
- After 8 years' service 120 hours vacation (4.6 hours per pay period)
- After 15 years' service 160 hours vacation (6.2 hours per pay period)
- After 25 years' service 200 hours vacation (7.7 hours per pay period)

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

Section 28.02. The Employer may require that vacations be pre-selected prior to the beginning of each calendar year. Otherwise, each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker.

Section 28.03. All vacation scheduling is subject to prior approval of the Employer.

Section 28.04. No vacation leave shall be carried over for more than three (3) years.

Section 28.05. No employee will be entitled to vacation leave under any circumstances until he or she has completed one (1) year of employment with the County.

Section 28.06. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 28.07. Employees will receive credit for prior service with the state or any political subdivision of the State of Ohio in accordance with Section 9.44 ORC, subject to Section 124.34 ORC.

ARTICLE 29
INSURANCE

Section 29.01. Full time bargaining unit employees shall be offered the same health insurance benefits/plan options as all other Belmont County Board of Commissioners' non-bargaining unit employees, subject to the same eligibility requirements, deductibles, co-pays, conditions, premium contributions, etc. as established by the Belmont County Board of Commissioners, as the same are amended from time to time.

Section 29.02. Eligible employees will be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 as the same is amended from time to time.

Section 29.03. The Employer, or the County as appropriate, reserves sole discretion to amend:

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

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

ARTICLE 30
LIABILITY INSURANCE

Section 30.01. Subject to the terms of the contract with the carrier employees in the bargaining unit will be covered by the county-wide liability insurance.

ARTICLE 31
WAGES

Section 31.01. Effective the first full pay period following the execution of this Agreement, the hourly rate for all bargaining unit employees shall be as outlined in Appendix A of this Agreement. That wages scale shall be increased as follows: Effective the first full pay period following January 1, 2022 of this Agreement, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.75 per hour. Effective the first full pay period following January 1, 2022 of this Agreement, the hourly rate for bargaining unit employees in the Maintenance classification shall increase by \$0.75 per hour. Effective the beginning of the pay period that includes January 1, 2023, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.60 per hour. Effective the beginning of the pay period that includes January 1, 2023, the hourly rate for bargaining unit employees in the Maintenance classification shall increase by \$0.70 per hour. Effective the beginning of the pay period that includes January 1, 2024, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.55 per hour. Effective the beginning of the pay period that includes January 1, 2024, the hourly rate for bargaining unit employees in the Maintenance classification shall increase by \$0.70 per hour. Bargaining unit employees shall advance as provided in applicable provisions of Section 31.01 A – G.

- A. Upon employment or promotion, an employee will be assigned a pay range consistent with his or her job classification.
- B. A newly hired employee or an employee initially being hired into a bargaining unit position will be assigned to Step 1 of the pay range.
- C. A promoted employee will be assigned to the step in the new classification's pay range that provides an increase over his or her previous rate of pay.
- D. Upon satisfactory completion of a new hire probationary period, an employee will be assigned to the next higher step in the pay range (effective with the beginning of the pay period when he or she successfully completes probation). Upon successful completion of a promotional probationary period, the employee will remain at the same step until one year from the date of his or her promotion, when he or she will be advanced to the next step and that shall be his or her new anniversary date for step increases. The effective date for that increase shall be the beginning of the pay period that includes the completion of the one year following promotion.
- E. Effective the beginning of the pay period that includes March 1, 2013, bargaining unit employees that are employed on the date this Agreement is executed shall be placed in the step system as follows: (see Appendix A). (Historical only)
- F. Because Barb Hess' current rate of pay is above the top step of the wage scale for her classification, she shall receive a lump sum payment in the amount of eight hundred and fifty dollars (\$850) the first full pay period after January 1, 2022.-
- G. No employee shall be paid above the maximum rate for his or her classification or less than the minimum step for his or her classification.
- H. Employees that are laid off and displace into a lower classification shall be placed in the same step in the lower classification that he or she held at the time he or she exercised bumping rights.

Section 31.02. Maintenance in Charge (MIC) Pay

When the Facilities Manager is on leave for five (5) consecutive days or more, the Facilities Manager shall have the sole discretion to assign an employee from the Maintenance classification to lead maintenance work. If in the Facilities Manager sole discretion, he or she decides to make such assignment the assignment shall be rotated by departmental seniority among the employees in the Maintenance classification(s). The employee so assigned shall receive an additional fifty cents (\$0.50) per hour for all such hours assigned.

ARTICLE 32
SEVERABILITY CLAUSE

Section 32.01. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 32.02. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

Section 33.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

Section 33.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 34
INCLEMENT WEATHER

- A. If a weather emergency is declared in Belmont County, the Employer or designee will make a decision regarding closing the office. A weather emergency is where the county or city restricts travel except for emergency vehicles. In such an emergency, when the office is closed, non-essential employees normally scheduled to work will not be required to report to work and will receive pay for the employee’s normal day.
If an employee’s scheduled paid leave (e.g., sick leave, personal leave, vacation leave, holiday leave, etc.) coincides with a snow emergency where that employee does not have to report to work, the employee will receive pay for their normal day and the absence will not be charged to their leave balance.

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

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

- B. During a countywide emergency, employees shall comply with the following:
 - 1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.
 - 2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his/her sick leave or vacation account charged accordingly.
 - 3. Part-time employees who are scheduled to work will be treated in the same manner as full-time employees for purposes of this section. (Hours paid will not exceed the employee’s scheduled number of work hours.)
 - 4. Certain designated employees of the Employer may be considered essential employees under this section and are responsible for responding to emergency situations and snow/ice removal as directed.
- C. Employees who are not able to report to work due to weather conditions when no weather emergency has been declared may, at their supervisor’s direction, make up the lost hours within the same workweek or use other available leave time not including sick leave.
- D. Notwithstanding the provisions above, the Employer retains the right to close the department offices, or to remain open during periods of inclement weather or other emergency conditions, at his/her discretion and based upon operational needs and work load requirements. Employees required to work during emergency conditions shall not be entitled to any additional compensation.

ARTICLE 35
UNIFORMS

Section 35.01. Employees will be provided five (5) new shirts annually. With approval of the employee’s supervisor, additional shirts may be provided to replace shirts that have become ruined through employee’s performance of his or her work duties.
Section 35.02. Employees shall receive an annual clothing reimbursement in the amount of two hundred fifty dollars (\$250). All receipts shall be submitted within fourteen (14) days of purchase and must be submitted by November 30th each year to receive the reimbursement. This section shall sunset at the end of this Agreement.

ARTICLE 36
DURATION OF AGREEMENT

Section 36.01. This Agreement shall be effective upon January 1, 2022 and shall remain in full force and effect until midnight, December 31, 2024.
Section 36.02. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations upon receiving notice of intent.
Section 36.03. Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 34.01.
Section 36.04. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
Section 36.05. This Agreement constitutes the entire Agreement between the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 3rd day of November, 2021.
FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:
Jerry Echemann /s/
Jerry Echemann, President
J. P. Dutton /s/
J. P. Dutton, Commissioner
Josh Meyer /s/
Josh Meyer, Commissioner
APPROVED AS TO FORM:
David K. Liberati /s/
Dave Liberati, Assistant County Prosecutor

FOR AFSCME:
Breen McNally, AFSCME Representative
Bargaining Committee Member
Bargaining Committee Member
Bargaining Committee Member

APPENDIX A

Hourly rates effective beginning of pay period following/including:

| Step No. | January 1, 2022 | January 1, 2023 | January 1, 2024 |
|----------|-----------------|-----------------|-----------------|
| HK/Maint | \$0.75 increase | \$0.60 increase | \$0.55 increase |
| 1 | 13.48 | 14.08 | 14.63 |
| 2 | 13.84 | 14.44 | 14.99 |
| 3 | 14.21 | 14.81 | 15.36 |
| 4 | 14.61 | 15.21 | 15.76 |
| 5 | 15.01 | 15.61 | 16.16 |
| 6 | 15.44 | 16.04 | 16.59 |
| 7 | 15.88 | 16.48 | 17.03 |
| Maint/HK | \$0.75 increase | \$0.70 increase | \$0.70 increase |
| 1 | 15.10 | 15.80 | 16.50 |
| 2 | 15.48 | 16.18 | 16.88 |
| 3 | 15.87 | 16.57 | 17.27 |
| 4 | 16.28 | 16.98 | 17.68 |
| 5 | 16.70 | 17.40 | 18.10 |
| 6 | 17.14 | 17.84 | 18.54 |
| 7 | 17.60 | 18.30 | 19.00 |

SIDE LETTER

The County intends to add an additional maintenance classification. Upon creation of this classification, the County will meet with the Union to bargain the wage rate. Both parties agree to joint petition SERB for amendment of the bargaining unit at that time.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF
TRANSPORTATION 2021 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the signing and submittal of the Ohio Department of Transportation 2021 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.748 miles as of December 31, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE
AGREEMENT WITH CCU COAL AND CONSTRUCTION, LLC/ENGINEER’S

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a Roadway Use Maintenance Agreement with CCU Coal and Construction, LLC, effective November 3, 2021, for mining activity at 4.4 miles of CR 114 for the Schooley Hollow Mine.

Note: Bond No. 11691-PB-OH for \$440,000 on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR SURFACE MINING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and CCU Coal and Construction, LLC. whose address is P.O. Box 1027, Coshocton, Ohio, 43812 (hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Warren Township in Belmont County, Ohio and is required by law to keep such roads in good repair; and
WHEREAS, Operator is the operator of certain coal mining leasehold, and intends to develop and operate the [Schooley Hollow Mine], including the equipment, facilities, impoundments, and storage areas necessary for the operation of the [Schooley Hollow Mine] (hereafter collectively referred to as “mine development site”) located in Warren TOWNSHIP in Belmont County, Ohio; and
WHEREAS, Operator intends to use approximately 4.4 miles of CR-114 for the purpose of ingress to and egress from the mining facilities for the [Schooley Hollow Mine], for traffic necessary for the purpose of hauling coal and transporting parts and equipment to and from the facilities, (hereinafter referred to collectively as “Mining Activity”); and
WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said road thereon as a result of such Mining Activity; and
WHEREAS, if any county roads contemplated herein contain any railroad crossings, Section 3 below shall apply;
NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said road, to their pre-Mining Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Mining Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to the start of Mining Activity.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR-114 to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with Warren TR-162, then proceeding generally northwest and ending at the on-ramp to Interstate highway I-70, a distance of approximately 4.4 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 for any of its Mining Activities hereunder.
2. Those portions of said road and its 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 Mining Activity by Operator, at Operator's sole expense, and with the advice and

approval of the County Engineer as detailed in Appendix A. Thereafter, said road shall be maintained by Operator for damages caused by Operator's Mining Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of said road 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 road includes control of airborne dust created and/or contributed to by the Operator or the Operator's contractors through application of water or dust palliative as needed.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Mining 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 road and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Mining Activity shall be identified and thereafter completed by the Operator to insure the road is at least returned to the condition it was in prior to the Operator’s use for its Mining 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 accepted for the reasons provided below, prior to the Mining 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 Mining Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$400,000 per mile paved; \$200,000 per mile chip and seal, and \$100,000 per mile gravel. 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’s local representative is Mr. Jeff Yoho (740-294-3050). Should Mr. Yoho, be unavailable, alternate contacts are Mr. Jeff Willams (740-359-0923) and Mr. Greg Honish (740-294-3053). Contact information, 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. “The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority”.

11. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf for this specific agreement.

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 3, 2021.

Executed in duplicate on the dates set forth below.

Authority
By: Jerry Echemann /s/
Commissioner
By: Josh Meyer /s/
Commissioner
By: J. P. Dutton /s/
Commissioner
By: Terry Lively /s/
County Engineer
Dated: 11/3/2021
Approved as to Form:
David K. Liberati /s/ Assist P. A.
County Prosecutor
Upon roll call the vote was as follows:

Operator
By: Gregory J. Honish /s/
Printed name: Gregory J. Honish
Company Name: CCU Coal & Construction, LLC
Title: Vice-President
Dated: 10-13-2021

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

IN THE MATTER OF APPROVING THE CERTIFICAION OF DELINQUENT ACCOUNTS FOR BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the certification of the delinquent accounts for the Belmont County Water and Sewer District to the Belmont County Auditor to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FROM
JS BOVA EXCAVATING FOR WATERLINE REPLACEMENT PHASE I PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 2 from JS Bova Excavating, for the Waterline Replacement Phase I Project in the amount of \$115,379.51, for a new contract total of \$3,218,702.66, based upon the recommendation of Kelly Porter, Water and Sewer District Director.

CHANGE ORDER NO.: 2

Owner: Belmont County Water and Sewer District
Engineer: Poggemeyer Design Group
Contractor: JS Bova Excavating
Project: Belmont County Water System Improvements
Contract Name: St. Clairsville Phase 1 Watermain Replacement
Date Issued: 10/26/2021

Owner's Project No.:
Engineer's Project No.: 310700-00009
Contractor's Project No.:
Effective Date of Change Order: 10/26/2021

The Contract is modified as follows upon execution of this Change Order:

Description: **Additional tree clearing \$70,916.94; Extra Pipe given to county \$21,242.52**
Install 8" temporary blow off \$2,638.82; Mis-alignment of 24" \$14,498.23, quantity adjustment \$6,083

Attachments: emails and back up

| Change in Contract Price | | Change in Contract Times [State Contract Times as either a specific date or a number of days] | |
|--|--|---|------------------|
| Original Contract Price: | | Original Contract Times: | |
| \$ 3,093,950.00 | | Substantial Completion: | January 26, 2022 |
| | | Ready for final payment: | March 1, 2022 |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: | | [Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: | |
| \$ 9,373.15 | | Substantial Completion: | |
| | | Ready for final payment: | |
| Contract Price prior to this Change Order: | | Contract Times prior to this Change Order: | |
| \$ 3,103,323.15 | | Substantial Completion: | January 26, 2022 |
| | | Ready for final payment: | March 1, 2022 |
| [Increase] [Decrease] this Change Order: | | [Increase] [Decrease] this Change Order: | |
| \$ 115,379.51 | | Substantial Completion: | |
| | | Ready for final payment: | |
| Contract Price incorporating this Change Order: | | Contract Times with all approved Change Orders: | |
| \$ 3,218,702.66 | | Substantial Completion: | January 26, 2022 |
| | | Ready for final payment: | March 1, 2022 |

Recommended by Engineer (if required)

By:

Digitally signed by Denise M. Plummer
DN: C=US,
E=plummer@kleinfelder.com,
O=Poggemeyer Design Group,
CN=Denise M. Plummer
Date: 2021.10.27 14:16:31-04'00'

Title: Denise M. Plummer

Date:

Accepted by Contractor

PROJECT MANAGER

10/27/21

Authorized by Owner

By:

X

Mr. Echemann

 X

Mr. Meyer

 X

Mr. Dutton

Title: BELMONT COUNTY COMMISSIONERS

Date: 11-3-2021

Approved by Funding Agency (if applicable)

Upon roll call the vote was as follows:

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

Mr. Echemann thanked the residents of Belmont County for the passage of the Senior Services and 911 levies. He noted the 911 levy said additional, but it is actually a rate reduction. Mr. Meyer thanked those that voted. He was confident they would pass, both of the services are important to Belmont County. Mr. Dutton said both of the levies passed overwhelmingly. He said the Board of Commissioners are taking a hard look at levies when they come up for renewal to see if they still need to collect at the same amount. Mr. Dutton said the 911 levy was reduced from 1 mill to ¾ mill and the services will still continue at a high rate.

OPEN PUBLIC FORUM-Richard Hord inquired if Senior Service of Belmont County (SSOBC) will be partnering with East Ohio Regional Hospital (EORH) for services. Mr. Meyer said he and SSOBC Director Dwayne Pielech met with representatives of EORH as they said they would. He clarified there was never any exclusive agreement as falsely stated and we are open to work with all entities. Mr. Meyer said they are looking at how services can best be provided to seniors in Belmont County. Mr. Pielech said they have been working on the partnership with WVU Wheeling Hospital for months. He said they reached out to EORH when they opened to help with COVID testing and were not able to get help from them, they also reached out to EORH to offer flu shots at the centers and they were not able to do it. "All through this process that we have been working with WVU Medicine Wheeling Hospital we've also attempted to work with East Ohio Regional Hospital. The

efforts we made with WVU Medicine is what we would call well person and preventative care,” said Mr. Pielech. He added the seniors are the most at-risk group and very vulnerable. SSOBC does medical transports to where the senior wants to go, they do not tell them what hospital they have to go to for services. Mr. Pielech said when EORH closed people of all age groups had to find medical care and many of them turned to physicians and services affiliated with Wheeling Hospital and probably eighty percent of the SSOBC client base goes to medical services affiliated with Wheeling Hospital. Mr. Pielech said they merely provide a service such as home meal delivery and medical transports. He said they transport people to EORH on a daily basis. Mr. Pielech said there is no contract in place with WVU Medicine Wheeling Hospital and SSOBC is committed to partnering with EORH if they have services that can be utilized to help keep seniors healthy and safe and in their homes. Mr. Pielech said it is cost approximately \$800,000 a year to keep the centers open and they are wanting to provide more direct services at the centers in coming years. Mr. Dutton said a lot of time, effort and passion has gone into the work at SSOBC. “It would have been easy to keep things status quo, at some point status quo is not going to work. The clients are changing, the population is changing. They are looking ahead to see what makes the department viable in the future and will provide the best services to Belmont County, five to ten years from now,” said Mr. Dutton. He said there was a lot of misinformation and an offer was made to provide as much information as possible and rather than receive that information, instead there was a lot of misinformation. Mr. Dutton said they are always willing to answer any questions about any type of service or program or any decision they are making, they would rather it be based on facts.

Mr. Hord asked about the jail overcrowding issue. Mr. Echemann said they have been around jail capacity the last few weeks. Mr. Dutton said they applied for state funding. The state has awarded some funding to jails across the state, we have not been selected at this point.

Doug Giffen, Belmont County resident, asked how many meals are delivered daily by SSOBC and how many seniors are transported. Mr. Pielech said they deliver over 1,200 meals a day to homes and 100 to the ten centers. He said they talk to or serve 6,000 seniors a week. Just under 20,000 residents in Belmont County age 60 or older are eligible for services.

**9:30 Dwayne Pielech, Executive Director and Leslie Thompson, Program Coordinator of Senior Services of Belmont County
Re: Ohio Department of Aging Grant**

Mr. Pielech said they have faced different challenges through the pandemic and will continue not to sit idly by, but try to be aggressive. He said recently they received a \$350,000 grant from the state that has to be used for nutrition programs. The grant will be used to purchase vehicles and equipment. Mr. Pielech said a goal is to have a natural generator system so they never lose power or possibly have a shelter for seniors if a disaster would happen. He thanked Ms. Thompson, Treasurer Kathy Kelich and Amber Hepburn, Treasurer’s office for their work on getting the grant. Mr. Pielech said he appreciated the support of the Commissioners and Governor DeWine and his staff. Mr. Meyer said, “A lot of the work that has been done in the past year has been tremendous.”

RECESS

**IN THE MATTER OF GRANTING REQUEST OF SOUTH CENTRAL POWER
COMPANY FOR ELECTRIC LINE RIGHT-OF WAY EASEMENT/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to grant the request of South Central Power Company for an electric line right-of-way easement on parcel no. 32-01327.001, located in Richland Township, Section 32, Range 3 for installing a necessary electric line for the Little McMahon Creek Pump Station, based upon the recommendation of Kelly Porter, Water and Sewer District Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:04 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:10 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:10 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is one motion for the board to consider.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF JAMES TAYLOR,
FULL-TIME UTILITY WORKER/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of James Taylor, full-time Utility Worker at the Belmont County Water & Sewer District, effective November 3, 2021.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 27, 2021.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:31 A.M.
Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:31 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 10th day of November, 2021.

Jerry Echemann /s/
Josh Meyer /s/ COUNTY COMMISSIONERS
J. P. Dutton /s/

We, Jerry Echemann 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.

Jerry Echemann /s/ PRESIDENT
Bonnie Zuzak /s/ CLERK