

St. Clairsville, Ohio

November 17, 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 \$403,717.28

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-0040-A002-G02.002 Salaries-Employees	E-0040-A002-G08.003 PERS	\$10,000.00
E-0051-A001-A02.002 Salaries-Employees	E-0051-A001-A13.000 Postage	\$34,294.83
E-0051-A001-A02.002 Salaries-Employees	E-0051-A001-A15.012 Sheriff's Cruisers	\$71,558.44
E-0051-A001-A25.003 PERS	E-0051-A001-A28.000 Other Expenses	\$15,200.00
E-0051-A001-A28.000 Other Expenses	E-0055-A004-B18.000 Maintenance Other	\$3,384.90
<i>*2021 County Auction Proceeds.</i>		
E-0052-A001-A90.002 Salaries-Nurses	E-0052-A001-A92.011 Contract Services	\$79,000.00
E-0052-A001-A91.003 PERS	E-0052-A001-A92.011 Contract Services	\$10,321.90
E-0055-A004-B01.002 Salaries-Employees	E-0055-A004-B18.000 Other Expenses	\$95,000.00
E-0055-A004-B16.003 PERS	E-0055-A004-B18.000 Other Expenses	\$11,500.00
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A03.002 Salaries-Jail	\$33,187.07
E-0131-A006-A04.002 Salaries-Maint.	E-0131-A006-A03.002 Salaries-Jail	\$33,596.28
E-0131-A006-A15.007 Unemployment Comp.	E-0131-A006-A03.002 Salaries-Jail	\$2,391.87
E-0131-A006-A25.000 Contract-Housing	E-0131-A006-A03.002 Salaries-Jail	\$18,718.00
E-0257-A017-A00.000 Contingencies	E-0011-A001-B05.012 Computer	\$2,549.70

G50 LODGING EXCISE TAX

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G10.000 Colerain Twp	\$38.64
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G11.000 Mead Twp	\$2.81
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G12.000 Village of Barnesville	\$3.52

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$1,850.02

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 N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$247,764.32

W80 PROSECUTOR'S VICTIM ASSIST. PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$1,250.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR
VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 17, 2021:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

<u>A00 General Fund</u>			
E-0011-A001-B05.012	Computer Fund		\$2,192.75
E-0011-A001-B07.000	Travel		\$5,000.00
E-0048-A002-K02.010	Supplies		\$8,739.58
E-0048-A002-K04.000	Destruction Costs		\$6,660.18
E-0048-A002-K05.000	Other Expenses		\$537.66
<u>J00 Real Estate Assessment</u>			
E-1310-J000-J03.011	Contracts		\$3,268.09
E-1310-J000-J06.000	Other Expenses		\$1,314.15

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 17, 2021, meeting:

A00 GENERAL FUND

E-0057-A006-F06.011	Veterinary Services	\$1,587.33
E-0111-A001-E02.002	Salary	\$1,250.00
E-0151-A002-F09.000	Other Expenses	\$846.04
E-0257-A015-A15.074	Transfers Out	\$247,764.32

G50 LODGING EXCISE TAX

E-1910-G050-G01.000	Convention and Visitors Bureau	\$127,024.54
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N29 CAPITAL PROJECTS – FACILITIES

E-9029-N029-N20.055	Phase II Renovation of HP Bldg.	\$247,764.32
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S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$147.54
E-9799-S012-S14.074	Transfers Out	\$2,766.45

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$1,791.41
E-8010-S030-S55.010	Supplies	\$300.00

S32 OAKVIEW JUV. ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$103.70
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S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$41,753.66
E-0910-S033-S34.010	Supplies	\$1,000.00
E-0910-S033-S38.011	Contract Services	\$5,000.00
E-0910-S033-S39.000	Food Service Expenses	\$3,000.00

T11 BEL.CO COMMISSIONERS C.D.B.G.

E-9702-T011-T01.000	Grant	\$8,976.97
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W80 PROSECUTOR’S VICTIM ASSIST PROGRAM

E-1511-W080-P01.002	Salary	\$1,250.00
E-1511-W080-P02.010	Supplies	\$382.00
E-1511-W080-P03.000	Travel	\$28.00

W98 CEBCO WELLNESS GRANT

E-1498-W098-W15.000	2021 Expenses	\$110.00
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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.

CASINO REVENUE Q3 2021/GENERAL FUND-\$247,764.32 deposited into R-0010-A000-A06.500 on 11/2/2021.

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,587.33 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 11-16-21 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of October 2021 New Horizon Animal Hospital vet bills*)

G50 LODGING EXCISE TAX-\$127,024.54 deposited into R-1910-G050-G01.500 on various dates in August, September, October and November 2021.

N29 FUND/Q3 2021-\$247,764.32 transferred from the General Fund line E-0257-A015-A15.074 to line R-9029-N029-N04.574 of the N29 Fund on 11/17/2021.

T11 GRANT MONIES-\$8,976.97 deposited into R-9702-T011-T01.501 on 11/12/2021.

W98 CEBCO WELLNESS GRANT FUND-\$110.00 paid into R-1498-W098-W16.501, Grant-2021 on 11/16/2021.

Reimbursement from CEBCO for the produce program.

2020 CLOSED PO’S-

<u>A00 General Fund</u>			
PO# 522302	E-0048-A002-K02.010	Supplies	\$8,739.58
PO# 522304	E-0048-A002-K04.000	Destruction Costs	\$6,660.18
PO# 522305	E-0048-A002-K05.000	Other Expenses	\$537.66

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 17, 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:
SSOBC-Sue Hines to Triadelphia, WV, on December 2, 2021, for a senior outing to the Highlands and Olive Garden. A county vehicle will be used for travel.

WATER & SEWER DISTRICT-Jeff Azallion to Pittsburgh, PA, on November 15, 2021, to pick up a pump motor. 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 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 November 10, 2021.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcement: The Board of Commissioners regular meeting will be held at 9:00 a.m. on Tuesday, November 23, 2021, instead of Wednesday, November 24, 2021, due to the Thanksgiving holiday.

**IN THE MATTER OF APPROVING AUTHORIZED UNPAID FAMILY MEDICAL LEAVE FOR
TAYLOR MCKIM DEPUTY CLERK/EASTERN DIVISIONAL COURT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Taylor McKim, Deputy Clerk at the Belmont County Eastern Divisional Court, to start authorized unpaid Family Medical Leave, effective November 24, 2021 through December 3, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF RYAN CERVELLI, MAINTENANCE/HOUSEKEEPER
WITH BUILDING AND GROUNDS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Ryan Cervelli, Maintenance/Housekeeper with Belmont County Buildings and Grounds, effective November 19, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
CAROLINE SHAFFER, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Caroline Shaffer, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective November 19, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROMOTION OF
LORI PARSON FROM PART-TIME DELIVERY WORKER (DRIVER)
TO FULL-TIME SENIOR CENTER COORDINATOR/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to promote Lori Parson from part-time Delivery Worker (Driver) to full-time Senior Center Coordinator at Senior Services of Belmont County, effective November 22, 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 OF HIRING CHRISTEN HARPER
AS ACCOUNTS BILLING CLERK/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Christen Harper as an Accounts Billing Clerk at the Belmont County Water & Sewer District, effective November 29, 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 OF REAPPOINTMENT TO THE
BOARD OF TRUSTEES OF THE BELMONT**

COUNTY REGIONAL AIRPORT AUTHORITY

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the reappointment of Mr. Jeff Britton, to the Board of Trustees of the Belmont County Regional Airport Authority for a five-year term effective January 1, 2022 through December 31, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING MOTION OF SEPTEMBER 8, 2021,
AWARDING THE BID TO THOMAS AUTO CENTER FOR
TWO (2) HOTSHOT VEHICLES WITH MEAL DELIVERY
PACKAGE FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to rescind the motion of September 8, 2021, awarding the bid to Thomas Auto Center for two (2) new Hotshot vehicles with meal delivery package, in the amount of \$123,118.00, for Senior Services of Belmont County.

Note: Due to the ongoing industry-wide shortages in semiconductor chips and other critical parts, the 2022 production allocation for Government Fleet will be unavailable.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE DONATION
OF A 2011 FORD F250 TRUCK FROM JB GREEN
TEAM BOARD OF DIRECTORS/ADULT PROBATION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the donation of a 2011 Ford F250 truck, VIN# 1FT7W2B6XBEC36607, from the JB Green Team Board of Directors to be used by the Court of Common Pleas/Adult Probation Department’s Community Service Litter program.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE QUOTE FROM
FLAG FLOORS OF BARNESVILLE/BCDJFS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from Flag Floors of Barnesville in the amount of \$3,150.00 to install 4” cove base at Belmont County Job and Family Services offices located at 310 Fox Shannon.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE AUTHORIZATION
FROM JOHNSON CONTROLS/OAKVIEW ADMINISTRATION BUILDING (RECORDS)**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase Authorization from Johnson Controls in the amount of \$1,503.52 for the Fire Alarm Test & Inspection and Sprinkler Wet System Test annual renewal service agreement for the Oakview Administration Building (Records) for the period of January 1, 2022 to December 31, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE AND AGREEMENTS
WITH COURTVIEW JUSTICE SOLUTIONS INC. DBA EQUIVANT/
CLERK OF COURTS, COMMON PLEAS, JUVENILE, PROBATE & COUNTY COURTS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the following with Courtview Justice Solutions inc., dba equivant for the Courtview3 Implementation, on behalf of County Clerk of Courts, Common Pleas, Juvenile, Probate and County Courts:

- Quote No. BELMCOOH20210823 in the amount of \$222,168.60 for Software License Agreement and Professional Services Agreement.

Note: Grant funding in the amount of \$200,000.00 was received from The Supreme Court of Ohio.

- Software Maintenance Agreement, for an initial term of sixty-four months in the amount of \$111,526.00 for the first year of service.
- Hosting Services Agreement, effective for an initial term of sixty-four months in the amount of \$14,850.00 for the first year of service.
- Epay Plus Addendum to License Agreement for payment processing services.

Note: The cost for the Software Maintenance Agreement and Hosting Services Agreement will increase approximately 3% per year and will be paid for by the County Courts, Clerk of Courts/Common Pleas, Probate Juvenile Court, Adult Probation, Prosecutor and Public Defender.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MODIFICATION #2 TO THE
PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN
BCDJFS AND JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign modification #2 to the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., to include \$12,500.00 of WIOA Adult Admin, CFDA 17.258 for services from November 20, 2021 to December 31, 2021.

Note: This contract is to assist local employers with filling their job vacancies and matching job seekers with employers in Belmont, Carroll, Harrison and Jefferson counties.

**Modification #2 to the
Purchase of the WIOA Performance of Services Contract
Business Resource Network Operation
Period for Revision: July 1, 2021 to December 31, 2021**

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740) 695-1075	Contractor:	Jefferson County Community Action Council, Inc. 114 North 4 th Street P. O. Box 130 Steubenville, OH 43952
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740-282-0971

This modification is to include \$28,800 of WIOA Dislocated Worker Admin CFDA 17.278 and change the BRN CFDA to 17.278

All other original terms and conditions of this contract remain in effect.

SIGNATURES

<u>Jeffery L. Felton /s/</u>	<u>11/16/2021</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>11/17/21</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>11-17-21</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>11/17/21</u>
Josh Meyer, Belmont County Commissioner	Date
Michael K. McGlumphy, CEO	Date
Jefferson County Community Action Council, Inc	
WIA-16 Workforce Development Board Chair	Date
<u>Josh Meyer /s/</u>	<u>11/17/21</u>
WIA-16 Council of Government Chair	Date
Approved as to form:	
<u>David K. Liberati /s/ Assist P.A.</u>	<u>11/17/21</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RIGHT OF ENTRY
AGREEMENT BETWEEN BELMONT COUNTY COMMISSIONERS
AND STARVAGGI INDUSTRIES, INC/ENGINEER’S

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a Right of Entry agreement between Belmont County Commissioners and Starvaggi Industries, Inc., on behalf of Belmont County Engineer’s Department, to enter upon, occupy and have exclusive possession of BEL-CR4-23.62 and 25.79 (Glenns Run Road) to repair damages from the 2018 event.

Note: The Belmont County Engineer’s Department will pay Starvaggi Industries \$252.00.

ODOT LPA RE 843NA
ROE/LPA
Rev-3/25/2020

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 2SH, T
BEL-CR4-(23.62)(25.79)/108716

The purpose of this Agreement is to allow the Belmont County Commissioners, Belmont County, Ohio, to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Belmont County Commissioners, Belmont County, Ohio ["LPA"] and Starvaggi Industries, Incorporated, a West Virginia corporation ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after Nov. 17, 2021, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property

described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to

and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

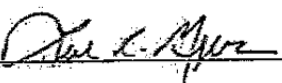
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.


12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.


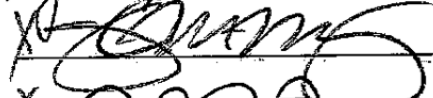
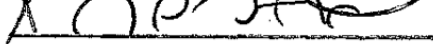
IN WITNESS WHEREOF, the Belmont County Commissioners, Belmont County, Ohio, and Starvaggi Industries, Incorporated, a West Virginia corporation, have executed this Agreement on the date(s) indicated immediately below their respective signatures

OWNER(S)
Starvaggi Industries, Incorporated,
a West Virginia corporation


Name: LUKE R. MYERS
Title: TREASURER
Date: 10/12/2021


Name: G. MICHAEL WEHR
Title: PRESIDENT
Date: 10/12/2021

Belmont County Commissioners
Belmont County, Ohio

X 
X 
X 

Date: 11-17-21

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR COURTHOUSE
ANNEX III ROOF REPLACEMENT PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Belmont County Courthouse Annex III Roof Replacement project to the only bidder, Kalkreuth Roofing and Sheet Metal, Inc., in the amount of \$94,700.00, based upon the recommendation of Jeff Vaughn, Project Engineer.

Note: Engineer's estimate: \$92,700.00

Upon roll call the vote was as follows:

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

IN THE MATTER APPROVING THE TENTATIVE AGREEMENT

**BETWEEN THE BELMONT COUNTY WATER & SEWER DISTRICT
AND UTILITY WORKERS UNION OF AMERICA**

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 agreement reached in the current negotiations 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 agreement reached in the current negotiations by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Board, and its authorized representative(s), are directed 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 17th day of November, 2021.

**AGREEMENT
BETWEEN
BELMONT COUNTY
WATER & SEWER DISTRICT
AND
UTILITY WORKERS UNION OF AMERICA**

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**ARTICLE 1
PREAMBLE AND PURPOSE**

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

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

**ARTICLE 2
UNION RECOGNITION**

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

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

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

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

ARTICLE 3
DUES DEDUCTION

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

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

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

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

Section 3.05. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.06. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing, within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next period that the Union dues deduction would normally be made by deducting the proper amount.

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

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

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

ARTICLE 4
UNION REPRESENTATION

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

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

A.

B.

C.

D.

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

A.

B.

C.

D.

E.

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

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

A.

B.

C.

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

A.

B.

C.

ARTICLE 5
MANAGEMENT RIGHTS

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

A.

B.

C.

D.

E.

F.

G.

H.

I.

J.

K.

L.

M.

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

ARTICLE 6 **NO STRIKE / NO LOCKOUT**

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

ARTICLE 7 **NONDISCRIMINATION**

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

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

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

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

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

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

ARTICLE 8 **DISCIPLINE AND DISCHARGE**

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

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

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

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

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

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

ARTICLE 9 **GRIEVANCE PROCEDURE**

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

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

Section 9.03.

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 **ARBITRATION**

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

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

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

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

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

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

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

ARTICLE 11 **APPLICATION OF CIVIL SERVICE LAW**

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

ARTICLE 12 **LABOR MANAGEMENT MEETINGS**

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

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

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

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

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

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

ARTICLE 13 **SENIORITY**

Section 13.01. "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, within thirty-one (31) days, the employee loses all previously accumulated seniority.

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

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

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

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

ARTICLE 14 **PROBATIONARY PERIODS**

Section 14.01. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days. A newly hired probationary employee may be terminated at any time during his or her probationary period and shall have no appeal over such removal.

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

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

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

ARTICLE 15 **POSTING OF JOB OPENINGS**

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

Section 15.02. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the Employer's bulletin board for ten (10) calendar days. During the posting period, anyone wishing to apply for the

vacancy that is not already in that classification may do so by submitting a written application to the Employer. The Division Chair may submit such an application with the approval and on behalf of an employee that is otherwise unable to submit the application. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applicants that do not meet the minimum qualifications for the job.

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

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

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

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

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

ARTICLE 16

LAYOFF AND RECALL

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

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

- A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified per minimum job requirements and capable of performing the available work.
- B. The affected employees shall have three (3) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified per minimum job requirements. Any employee not submitting such request within three (3) days shall be considered to have accepted the layoff.

Section 16.03. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months for the classification from which they are laid off and other lower paid classifications in the unit. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification per minimum job requirements, to which they are recalled.

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

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

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

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

ARTICLE 17

ON-CALL

Section 17.01. Call Truck: Any employee taking home a county truck as the on call employee shall receive thirty dollars (\$30) for each day assigned to the call truck.

Section 17.02 An employee, who has not been assigned a county truck shall receive twenty dollars (\$20) for each day assigned to the on-call team.

ARTICLE 18

PAY PERIODS & PAYCHECKS

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

ARTICLE 19

BULLETIN BOARDS

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

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

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

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

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

ARTICLE 20

HOURS OF WORK AND OVERTIME

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

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

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

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

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

Section 20.05. Bargaining unit employees scheduled to work second shift shall receive a thirty-five cent (\$0.35) shift differential added to their hourly rate for all hours worked during second shift. Bargaining unit employees scheduled to work third shift shall receive a sixty cent (\$0.60) shift differential added to their hourly rate for all hours worked during third shift.

ARTICLE 21

LEAVES OF ABSENCE

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

Section 21.02. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

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

Section 21.04. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee. Such action may also result in disciplinary action up to or including termination.

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

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

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

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

shall be granted full pay for regularly scheduled working hours.

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

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

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

Section 21.10. Bereavement Leave. In the event of the death of member of the employee's immediate family, the employee may elect to take up to five (5) days from their sick leave to carry out responsibilities related to the funeral.

ARTICLE 22

SICK LEAVE

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

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

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

Section 22.04. Uses of Sick Leave.

- A. Sick leave may be requested for:
 1. Illness, injury, or pregnancy-related condition of the employee.
 2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
 3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner.

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

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

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

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

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

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

Section 22.10. Sick Leave Conversion.

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

ARTICLE 23
HOLIDAYS

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

New Year's Day	First day of January
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
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 23.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. If the Board of Commissioners closed the courthouse to observe a holiday, bargaining unit employees shall receive the same benefit.

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

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

ARTICLE 24
VACATION

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

After 6 months’ service	40 hours vacation (3.1 hours per pay period)
After 1 year service	80 hours vacation (3.1 hours per pay period)
After 5 years’ service	120 hours vacation (4.6 hours per pay period)
After 13 years’ service	160 hours vacation (6.2 hours per pay period)
After 20 years’ service	200 hours vacation (7.7 hours per pay period)

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

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

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

Section 24.04. Effective upon execution of this Agreement, an employee shall not be permitted to carry over more than one (1) year of vacation leave. An employee may request to cash-in up to forty (40) hours vacation annually provided the Employee maintains at least one year’s accrual. Such request must be submitted to the Employer by November 15 of each year.

Section 24.05. No employee will be entitled to vacation leave under any circumstances until he or she has completed six (6) months’ of employment with the County.

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

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

ARTICLE 25
INSURANCE

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

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

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

A. The plan(s); or

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

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

ARTICLE 26
LIABILITY INSURANCE

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

ARTICLE 27
WAGES

Section 27.01. The wages scales for 2022 (3.25%), 2023 (3%), and 2024 (3%) are attached as Appendix A, Appendix B, and Appendix C respectively. Each scale shall become effective in the first full pay period after January 1st of the respective year.

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

YEARS OF SERVICE	DOLLARS PER HOUR
4	\$0.12
5	\$0.12
6	\$0.12
7	\$0.26
8	\$0.20
9	\$0.14
10	\$0.14
11	\$0.14
12	\$0.14
13	\$0.13
14	\$0.10
15	\$0.10
16	\$0.10
17	\$0.10
18	\$0.10
19	\$0.10
20	\$0.10
21	\$0.06
22	\$0.06
23	\$0.06
24	\$0.06
25	\$0.06

ARTICLE 28
SEVERABILITY CLAUSE

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

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

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

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

A. time limits for Management or the Union’s replies on grievances; and

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

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

ARTICLE 30
INCLEMENT WEATHER

Section 30.01.

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

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

- Level I Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Roads are also icy and drivers should use caution.
- 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.
- Level III Snow Emergency – All county and township roads are closed to non-emergency personnel. No one should be out unless it is absolutely necessary to travel. All employees should listen to radio stations and/or contact employers to

- see if they should report to work. Those traveling on county and township roads may subject themselves to arrest. The above snow emergency levels declared by a sheriff should not be confused with a “State of Emergency” which may be issued by elected officials of the affected jurisdiction (mayor, county commissioners, township trustees, etc.). A State of Emergency is generally not issued unless local resources are not adequate to handle the emergency or disaster and state assistance is needed. The office will automatically be closed to the public during a declared Level III Snow Emergency or when a State of Emergency is declared in Belmont County.
- B. During a countywide emergency, employees shall comply with the following:
1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.
 2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his/her sick leave or vacation account charged accordingly.
 3. Part-time employees who are scheduled to work will be treated in the same manner as full-time employees for purposes of this section. (Hours paid will not exceed the employee’s scheduled number of work hours.)
 4. Certain designated employees of the Employer may be considered essential employees under this section and are responsible for responding to emergency situations and snow/ice removal as directed.
- C. Employees who are not able to report to work due to weather conditions when no weather emergency has been declared may, at their supervisor’s direction, make up the lost hours within the same workweek or use other available leave time not including sick leave.
- D. Notwithstanding the provisions above, the Employer retains the right to close the department offices, or to remain open during periods of inclement weather or other emergency conditions, at his/her discretion and based upon operational needs and work load requirements. Employees required to work during emergency conditions shall not be entitled to any additional compensation.

ARTICLE 31
SAFETY TIMEOUT

Section 31.1. If at any time a member feels the need to stop a job for reason of an unsafe condition that presents an imminent danger of death or serious harm, they may do so without retribution. If a member calls a safety timeout, work shall stop immediately, and a discussion shall take place between the crew and their supervisor as to what needs done to correct the situation. If the issue isn’t resolved to the member’s satisfaction the supervisor will refer the matter to the Director or his designee. The decision of the Director or his designee will be final. Should the employee still feel that conditions present an imminent danger of death or serious harm, a qualified and willing employee will be selected to complete the work.

ARTICLE 32
UNIFORMS AND TOOLS

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

Section 32.2. The Employer shall reimburse bargaining unit employees whose job duties require the use of boots and other clothing not provided by the Employer three hundred fifty (\$350) dollars annually, upon receiving receipts of purchase. Receipts of purchase must be submitted by November 15th no later than 5:00 p.m. in order to receive the annual reimbursement.

ARTICLE 33
LICENSE AND CONTINUING EDUCATION

Section 33.01. The Employer shall pay for required continuing education as it relates to “contact hours” for EPA licensure and licensing renewal fees. If the continuing education is during the employees scheduled work hours, the employee will be paid such time.

ARTICLE 34
PARENTAL LEAVE

Section 34.01. Parental Leave shall be used in accordance with County policy.

ARTICLE 35
DURATION OF AGREEMENT

Section 35.01. This Agreement shall be effective January 1, 2022 and shall remain in full force and effect until midnight, December 31, 2024.

Section 35.02. 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 35.03. 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 35.01.

Section 35.04. 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 35.05. This Agreement and all associated Memorandums of Understanding constitute the entire Agreement between the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 17th 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

Kelly Porter /s/
Kelly Porter, Director

Katie Bayness, Human Resources Administrator

APPROVED AS TO FORM:

David K. Liberati /s/
Dave Liberati, Assistant County Prosecutor

FOR UWUA:

UWUA Representative

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

2022 WAGE SCALE

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$15.99
	1 ST ANNUAL	\$16.53
	2 ND ANNUAL	\$17.06
WATER PLANT OPERATOR I	STARTING	\$21.33
	1 ST ANNUAL	\$21.86
	2 ND ANNUAL	\$22.39
	TOP TIER	\$22.92
WATER PLANT OPERATOR II	STARTING	\$23.46
	1 ST ANNUAL	\$24.00
	2 ND ANNUAL	\$24.52
	TOP TIER	\$25.06
WATER PLANT OPERATOR III	STARTING	\$26.12
	1 ST ANNUAL	\$26.66
	2 ND ANNUAL	\$27.20
	TOP TIER	\$27.72
CHIEF WATER PLANT OPERATOR III	STARTING	\$28.79
	1 ST ANNUAL	\$29.32
	2 ND ANNUAL	\$29.86
	TOP TIER	\$30.39
WASTEWATER PLANT OPERATOR I	STARTING	\$20.79
	1 ST ANNUAL	\$21.33
	2 ND ANNUAL	\$21.86
	TOP TIER	\$22.39
WASTEWATER PLANT OPERATOR II	STARTING	\$22.92
	1 ST ANNUAL	\$23.46
	2 ND ANNUAL	\$24.00
	TOP TIER	\$24.52
WASTEWATER PLANT OPERATOR III	STARTING	\$25.60
	1 ST ANNUAL	\$26.12
	2 ND ANNUAL	\$26.66
	TOP TIER	\$27.20
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$28.26
	1 ST ANNUAL	\$28.79
	2 ND ANNUAL	\$29.32
	TOP TIER	\$29.86
COLLECTION SYSTEM SUPERVISOR	STARTING	\$21.33
	1 ST ANNUAL	\$21.86
	2 ND ANNUAL	\$22.39
	TOP TIER	\$22.92
COLLECTION SYSTEM OPERATOR	STARTING	\$16.26
	1 ST ANNUAL	\$16.80
	2 ND ANNUAL	\$17.33
	TOP TIER	\$17.86
COLLECTION SYSTEM OPERATOR I	STARTING	\$17.86
	1 ST ANNUAL	\$18.40
	2 ND ANNUAL	\$18.93
	TOP TIER	\$19.46
COLLECTION SYSTEM	STARTING	\$19.99
	1 ST ANNUAL	\$20.53

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
OPERATOR II	2 ND ANNUAL	\$19.99
	TOP TIER	\$21.59
WASTEWATER PUMP TECHNICIAN	STARTING	\$17.59
	1 ST ANNUAL	\$18.13
	2 ND ANNUAL	\$18.66
	TOP TIER	\$19.19
WASTEWATER PUMP TECHNICIAN I	STARTING	\$19.19
	1 ST ANNUAL	\$19.73
	2 ND ANNUAL	\$20.26
	TOP TIER	\$20.79
WASTEWATER PUMP TECHNICIAN II	STARTING	\$21.33
	1 ST ANNUAL	\$21.86
	2 ND ANNUAL	\$22.39
	TOP TIER	\$22.92
CREW LEADER	STARTING	\$22.39
	1 ST ANNUAL	\$22.92
	2 ND ANNUAL	\$23.46
	TOP TIER	\$24.00
MECHANIC/DISTRIBUTION MAINTENANCE	STARTING	\$16.53
	1 ST ANNUAL	\$17.06
	2 ND ANNUAL	\$17.59
	TOP TIER	\$18.13
MECHANIC/DISTRIBUTION MAINTENANCE I	STARTING	\$18.13
	1 ST ANNUAL	\$18.66
	2 ND ANNUAL	\$19.19
	TOP TIER	\$19.73
MECHANIC/DISTRIBUTION MAINTENANCE II	STARTING	\$20.26
	1 ST ANNUAL	\$20.79
	2 ND ANNUAL	\$21.33
	TOP TIER	\$21.86
MECHANIC	STARTING	\$16.53
	1 ST ANNUAL	\$17.06
	2 ND ANNUAL	\$17.59
	TOP TIER	\$18.13
MASTER MECHANIC	STARTING	\$20.26
	1 ST ANNUAL	\$20.79
	2 ND ANNUAL	\$21.33
	TOP TIER	\$21.86
MASTER MECHANIC I	STARTING	\$21.86
	1 ST ANNUAL	\$22.39
	2 ND ANNUAL	\$22.92
	TOP TIER	\$23.46
MASTER MECHANIC II	STARTING	\$24.00
	1 ST ANNUAL	\$24.52
	2 ND ANNUAL	\$25.06
	TOP TIER	\$25.60
DRAFTSMAN	STARTING	\$17.06
	1 ST ANNUAL	\$17.59
	2 ND ANNUAL	\$18.13
	TOP TIER	\$18.66

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
DRAFTSMAN I	STARTING	\$18.66
	1 ST ANNUAL	\$19.19
	2 ND ANNUAL	\$19.73
	TOP TIER	\$20.26
DRAFTSMAN II	STARTING	\$20.79
	1 ST ANNUAL	\$21.33
	2 ND ANNUAL	\$21.86
	TOP TIER	\$22.39
LOCATOR	STARTING	\$17.06
	1 ST ANNUAL	\$17.59
	2 ND ANNUAL	\$18.13
	TOP TIER	\$18.66
LOCATOR I	STARTING	\$18.66
	1 ST ANNUAL	\$19.19
	2 ND ANNUAL	\$19.73
	TOP TIER	\$20.26
LOCATOR II	STARTING	\$20.79
	1 ST ANNUAL	\$21.33
	2 ND ANNUAL	\$21.86
	TOP TIER	\$22.39
GENERAL SECRETARY	STARTING	\$15.47
	1 ST ANNUAL	\$15.99
	2 ND ANNUAL	\$16.53
	TOP TIER	\$17.06
ACCOUNTS BILLING CLERK	STARTING	\$15.47
	1 ST ANNUAL	\$15.99
	2 ND ANNUAL	\$16.53
	TOP TIER	\$17.06
ACCOUNTS RECEIVING CLERK	STARTING	\$15.47
	1 ST ANNUAL	\$15.99
	2 ND ANNUAL	\$16.53
	TOP TIER	\$17.06
ACCOUNTS PAYABLE CLERK	STARTING	\$15.47
	1 ST ANNUAL	\$15.99
	2 ND ANNUAL	\$16.53
	TOP TIER	\$17.06
ACCOUNTS BILLING LEAD CLERK	STARTING	\$16.53
	1 ST ANNUAL	\$17.06
	2 ND ANNUAL	\$17.59
	TOP TIER	\$18.13
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$16.53
	1 ST ANNUAL	\$17.06
	2 ND ANNUAL	\$17.59
	TOP TIER	\$18.13
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$16.53
	1 ST ANNUAL	\$17.06
	2 ND ANNUAL	\$17.59
	TOP TIER	\$18.13
	STARTING	\$15.99

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
UTILITY WORKER	1 ST ANNUAL	\$16.53
	2 ND ANNUAL	\$17.06
	TOP TIER	\$17.59
UTILITY WORKER I	STARTING	\$17.59
	1 ST ANNUAL	\$18.13
	2 ND ANNUAL	\$18.66
	TOP TIER	\$19.19
UTILITY WORKER II	STARTING	\$19.73
	1 ST ANNUAL	\$20.26
	2 ND ANNUAL	\$20.79
	TOP TIER	\$21.33
EQUIPMENT OPERATOR	STARTING	\$18.13
	1 ST ANNUAL	\$18.66
	2 ND ANNUAL	\$19.19
	TOP TIER	\$19.73
EQUIPMENT OPERATOR I	STARTING	\$19.73
	1 ST ANNUAL	\$20.26
	2 ND ANNUAL	\$20.79
	TOP TIER	\$21.33
EQUIPMENT OPERATOR II	STARTING	\$21.86
	1 ST ANNUAL	\$22.39
	2 ND ANNUAL	\$22.92
	TOP TIER	\$23.46

APPENDIX B
2023 WAGE SCALE

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$16.47
	1 ST ANNUAL	\$17.03
	2 ND ANNUAL	\$17.57
WATER PLANT OPERATOR I	STARTING	\$21.97
	1 ST ANNUAL	\$22.52
	2 ND ANNUAL	\$23.06
	TOP TIER	\$23.61
WATER PLANT OPERATOR II	STARTING	\$24.16
	1 ST ANNUAL	\$24.72
	2 ND ANNUAL	\$25.26
	TOP TIER	\$25.81
WATER PLANT OPERATOR III	STARTING	\$26.90
	1 ST ANNUAL	\$27.46
	2 ND ANNUAL	\$28.02
	TOP TIER	\$28.55
CHIEF WATER PLANT OPERATOR III	STARTING	\$29.65
	1 ST ANNUAL	\$30.20
	2 ND ANNUAL	\$30.76
	TOP TIER	\$31.30
WASTEWATER PLANT OPERATOR I	STARTING	\$21.41
	1 ST ANNUAL	\$21.97
	2 ND ANNUAL	\$22.52
	TOP TIER	\$23.06

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WASTEWATER PLANT OPERATOR II	STARTING	\$23.61
	1 ST ANNUAL	\$24.16
	2 ND ANNUAL	\$24.72
	TOP TIER	\$25.26
WASTEWATER PLANT OPERATOR III	STARTING	\$26.37
	1 ST ANNUAL	\$26.90
	2 ND ANNUAL	\$27.46
	TOP TIER	\$28.02
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$29.11
	1 ST ANNUAL	\$29.65
	2 ND ANNUAL	\$30.20
	TOP TIER	\$30.76
COLLECTION SYSTEM SUPERVISOR	STARTING	\$21.97
	1 ST ANNUAL	\$22.52
	2 ND ANNUAL	\$23.06
	TOP TIER	\$23.61
COLLECTION SYSTEM OPERATOR	STARTING	\$16.75
	1 ST ANNUAL	\$17.30
	2 ND ANNUAL	\$17.85
	TOP TIER	\$18.40
COLLECTION SYSTEM OPERATOR I	STARTING	\$18.40
	1 ST ANNUAL	\$18.95
	2 ND ANNUAL	\$19.50
	TOP TIER	\$20.04
COLLECTION SYSTEM OPERATOR II	STARTING	\$20.59
	1 ST ANNUAL	\$21.15
	2 ND ANNUAL	\$20.59
	TOP TIER	\$22.24
WASTEWATER PUMP TECHNICIAN	STARTING	\$18.12
	1 ST ANNUAL	\$18.67
	2 ND ANNUAL	\$19.22
	TOP TIER	\$19.77
WASTEWATER PUMP TECHNICIAN I	STARTING	\$19.77
	1 ST ANNUAL	\$20.32
	2 ND ANNUAL	\$20.87
	TOP TIER	\$21.41
WASTEWATER PUMP TECHNICIAN II	STARTING	\$21.97
	1 ST ANNUAL	\$22.52
	2 ND ANNUAL	\$23.06
	TOP TIER	\$23.61
CREW LEADER	STARTING	\$23.06
	1 ST ANNUAL	\$23.61
	2 ND ANNUAL	\$24.16
	TOP TIER	\$24.72
MECHANIC/DISTRIBUTION MAINTENANCE	STARTING	\$17.03
	1 ST ANNUAL	\$17.57
	2 ND ANNUAL	\$18.12
	TOP TIER	\$18.67
MECHANIC/DISTRIBUTION	STARTING	\$18.67
	1 ST ANNUAL	\$19.22

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
MAINTENANCE I	2 ND ANNUAL	\$19.77
	TOP TIER	\$20.32
MECHANIC/DISTRIBUTION MAINTENANCE II	STARTING	\$20.87
	1 ST ANNUAL	\$21.41
	2 ND ANNUAL	\$21.97
	TOP TIER	\$22.52
MECHANIC	STARTING	\$17.03
	1 ST ANNUAL	\$17.57
	2 ND ANNUAL	\$18.12
	TOP TIER	\$18.67
MASTER MECHANIC	STARTING	\$20.87
	1 ST ANNUAL	\$21.41
	2 ND ANNUAL	\$21.97
	TOP TIER	\$22.52
MASTER MECHANIC I	STARTING	\$22.52
	1 ST ANNUAL	\$23.06
	2 ND ANNUAL	\$23.61
	TOP TIER	\$24.16
MASTER MECHANIC II	STARTING	\$24.72
	1 ST ANNUAL	\$25.26
	2 ND ANNUAL	\$25.81
	TOP TIER	\$26.37
DRAFTSMAN	STARTING	\$17.57
	1 ST ANNUAL	\$18.12
	2 ND ANNUAL	\$18.67
	TOP TIER	\$19.22
DRAFTSMAN I	STARTING	\$19.22
	1 ST ANNUAL	\$19.77
	2 ND ANNUAL	\$20.32
	TOP TIER	\$20.87
DRAFTSMAN II	STARTING	\$21.41
	1 ST ANNUAL	\$21.97
	2 ND ANNUAL	\$22.52
	TOP TIER	\$23.06
LOCATOR	STARTING	\$17.57
	1 ST ANNUAL	\$18.12
	2 ND ANNUAL	\$18.67
	TOP TIER	\$19.22
LOCATOR I	STARTING	\$19.22
	1 ST ANNUAL	\$19.77
	2 ND ANNUAL	\$20.32
	TOP TIER	\$20.87
LOCATOR II	STARTING	\$21.41
	1 ST ANNUAL	\$21.97
	2 ND ANNUAL	\$22.52
	TOP TIER	\$23.06
GENERAL SECRETARY	STARTING	\$15.93
	1 ST ANNUAL	\$16.47
	2 ND ANNUAL	\$17.03
	TOP TIER	\$17.57

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
ACCOUNTS BILLING CLERK	STARTING	\$15.93
	1 ST ANNUAL	\$16.47
	2 ND ANNUAL	\$17.03
	TOP TIER	\$17.57
ACCOUNTS RECEIVING CLERK	STARTING	\$15.93
	1 ST ANNUAL	\$16.47
	2 ND ANNUAL	\$17.03
	TOP TIER	\$17.57
ACCOUNTS PAYABLE CLERK	STARTING	\$15.93
	1 ST ANNUAL	\$16.47
	2 ND ANNUAL	\$17.03
	TOP TIER	\$17.57
ACCOUNTS BILLING LEAD CLERK	STARTING	\$17.03
	1 ST ANNUAL	\$17.57
	2 ND ANNUAL	\$18.12
	TOP TIER	\$18.67
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$17.03
	1 ST ANNUAL	\$17.57
	2 ND ANNUAL	\$18.12
	TOP TIER	\$18.67
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$17.03
	1 ST ANNUAL	\$17.57
	2 ND ANNUAL	\$18.12
	TOP TIER	\$18.67
UTILITY WORKER	STARTING	\$16.47
	1 ST ANNUAL	\$17.03
	2 ND ANNUAL	\$17.57
	TOP TIER	\$18.12
UTILITY WORKER I	STARTING	\$18.12
	1 ST ANNUAL	\$18.67
	2 ND ANNUAL	\$19.22
	TOP TIER	\$19.77
UTILITY WORKER II	STARTING	\$20.32
	1 ST ANNUAL	\$20.87
	2 ND ANNUAL	\$21.41
	TOP TIER	\$21.97
EQUIPMENT OPERATOR	STARTING	\$18.67
	1 ST ANNUAL	\$19.22
	2 ND ANNUAL	\$19.77
	TOP TIER	\$20.32
EQUIPMENT OPERATOR I	STARTING	\$20.32
	1 ST ANNUAL	\$20.87
	2 ND ANNUAL	\$21.41
	TOP TIER	\$21.97
EQUIPMENT OPERATOR II	STARTING	\$22.52
	1 ST ANNUAL	\$23.06
	2 ND ANNUAL	\$23.61
	TOP TIER	\$24.16

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$16.96
	1 ST ANNUAL	\$17.54
	2 ND ANNUAL	\$18.10
WATER PLANT OPERATOR I	STARTING	\$22.63
	1 ST ANNUAL	\$23.20
	2 ND ANNUAL	\$23.75
	TOP TIER	\$24.32
WATER PLANT OPERATOR II	STARTING	\$24.88
	1 ST ANNUAL	\$25.46
	2 ND ANNUAL	\$26.02
	TOP TIER	\$26.58
WATER PLANT OPERATOR III	STARTING	\$27.71
	1 ST ANNUAL	\$28.28
	2 ND ANNUAL	\$28.86
	TOP TIER	\$29.41
CHIEF WATER PLANT OPERATOR III	STARTING	\$30.54
	1 ST ANNUAL	\$31.11
	2 ND ANNUAL	\$31.68
	TOP TIER	\$32.24
WASTEWATER PLANT OPERATOR I	STARTING	\$22.05
	1 ST ANNUAL	\$22.63
	2 ND ANNUAL	\$23.20
	TOP TIER	\$23.75
WASTEWATER PLANT OPERATOR II	STARTING	\$24.32
	1 ST ANNUAL	\$24.88
	2 ND ANNUAL	\$25.46
	TOP TIER	\$26.02
WASTEWATER PLANT OPERATOR III	STARTING	\$27.16
	1 ST ANNUAL	\$27.71
	2 ND ANNUAL	\$28.28
	TOP TIER	\$28.86
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$29.98
	1 ST ANNUAL	\$30.54
	2 ND ANNUAL	\$31.11
	TOP TIER	\$31.68
COLLECTION SYSTEM SUPERVISOR	STARTING	\$22.63
	1 ST ANNUAL	\$23.20
	2 ND ANNUAL	\$23.75
	TOP TIER	\$24.32
COLLECTION SYSTEM OPERATOR	STARTING	\$17.25
	1 ST ANNUAL	\$17.82
	2 ND ANNUAL	\$18.39
	TOP TIER	\$18.95
COLLECTION SYSTEM OPERATOR I	STARTING	\$18.95
	1 ST ANNUAL	\$19.52
	2 ND ANNUAL	\$20.09
	TOP TIER	\$20.64
COLLECTION SYSTEM OPERATOR II	STARTING	\$21.21
	1 ST ANNUAL	\$21.78
	2 ND ANNUAL	\$21.21

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
	TOP TIER	\$22.91
WASTEWATER PUMP TECHNICIAN	STARTING	\$18.66
	1 ST ANNUAL	\$19.23
	2 ND ANNUAL	\$19.80
	TOP TIER	\$20.36
WASTEWATER PUMP TECHNICIAN I	STARTING	\$20.36
	1 ST ANNUAL	\$20.93
	2 ND ANNUAL	\$21.50
	TOP TIER	\$22.05
WASTEWATER PUMP TECHNICIAN II	STARTING	\$22.63
	1 ST ANNUAL	\$23.20
	2 ND ANNUAL	\$23.75
	TOP TIER	\$24.32
CREW LEADER	STARTING	\$23.75
	1 ST ANNUAL	\$24.32
	2 ND ANNUAL	\$24.88
	TOP TIER	\$25.46
MECHANIC/DISTRIBUTION MAINTENANCE	STARTING	\$17.54
	1 ST ANNUAL	\$18.10
	2 ND ANNUAL	\$18.66
	TOP TIER	\$19.23
MECHANIC/DISTRIBUTION MAINTENANCE I	STARTING	\$19.23
	1 ST ANNUAL	\$19.80
	2 ND ANNUAL	\$20.36
	TOP TIER	\$20.93
MECHANIC/DISTRIBUTION MAINTENANCE II	STARTING	\$21.50
	1 ST ANNUAL	\$22.05
	2 ND ANNUAL	\$22.63
	TOP TIER	\$23.20
MECHANIC	STARTING	\$17.54
	1 ST ANNUAL	\$18.10
	2 ND ANNUAL	\$18.66
	TOP TIER	\$19.23
MASTER MECHANIC	STARTING	\$21.50
	1 ST ANNUAL	\$22.05
	2 ND ANNUAL	\$22.63
	TOP TIER	\$23.20
MASTER MECHANIC I	STARTING	\$23.20
	1 ST ANNUAL	\$23.75
	2 ND ANNUAL	\$24.32
	TOP TIER	\$24.88
MASTER MECHANIC II	STARTING	\$25.46
	1 ST ANNUAL	\$26.02
	2 ND ANNUAL	\$26.58
	TOP TIER	\$27.16
DRAFTSMAN	STARTING	\$18.10
	1 ST ANNUAL	\$18.66
	2 ND ANNUAL	\$19.23
	TOP TIER	\$19.80
	STARTING	\$19.80

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
DRAFTSMAN I	1 ST ANNUAL	\$20.36
	2 ND ANNUAL	\$20.93
	TOP TIER	\$21.50
DRAFTSMAN II	STARTING	\$22.05
	1 ST ANNUAL	\$22.63
	2 ND ANNUAL	\$23.20
	TOP TIER	\$23.75
LOCATOR	STARTING	\$18.10
	1 ST ANNUAL	\$18.66
	2 ND ANNUAL	\$19.23
	TOP TIER	\$19.80
LOCATOR I	STARTING	\$19.80
	1 ST ANNUAL	\$20.36
	2 ND ANNUAL	\$20.93
	TOP TIER	\$21.50
LOCATOR II	STARTING	\$22.05
	1 ST ANNUAL	\$22.63
	2 ND ANNUAL	\$23.20
	TOP TIER	\$23.75
GENERAL SECRETARY	STARTING	\$16.41
	1 ST ANNUAL	\$16.96
	2 ND ANNUAL	\$17.54
	TOP TIER	\$18.10
ACCOUNTS BILLING CLERK	STARTING	\$16.41
	1 ST ANNUAL	\$16.96
	2 ND ANNUAL	\$17.54
	TOP TIER	\$18.10
ACCOUNTS RECEIVING CLERK	STARTING	\$16.41
	1 ST ANNUAL	\$16.96
	2 ND ANNUAL	\$17.54
	TOP TIER	\$18.10
ACCOUNTS PAYABLE CLERK	STARTING	\$16.41
	1 ST ANNUAL	\$16.96
	2 ND ANNUAL	\$17.54
	TOP TIER	\$18.10
ACCOUNTS BILLING LEAD CLERK	STARTING	\$17.54
	1 ST ANNUAL	\$18.10
	2 ND ANNUAL	\$18.66
	TOP TIER	\$19.23
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$17.54
	1 ST ANNUAL	\$18.10
	2 ND ANNUAL	\$18.66
	TOP TIER	\$19.23
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$17.54
	1 ST ANNUAL	\$18.10
	2 ND ANNUAL	\$18.66
	TOP TIER	\$19.23
UTILITY WORKER	STARTING	\$16.96
	1 ST ANNUAL	\$17.54
	2 ND ANNUAL	\$18.10

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
	TOP TIER	\$18.66
UTILITY WORKER I	STARTING	\$18.66
	1 ST ANNUAL	\$19.23
	2 ND ANNUAL	\$19.80
	TOP TIER	\$20.36
UTILITY WORKER II	STARTING	\$20.93
	1 ST ANNUAL	\$21.50
	2 ND ANNUAL	\$22.05
	TOP TIER	\$22.63
EQUIPMENT OPERATOR	STARTING	\$19.23
	1 ST ANNUAL	\$19.80
	2 ND ANNUAL	\$20.36
	TOP TIER	\$20.93
EQUIPMENT OPERATOR I	STARTING	\$20.93
	1 ST ANNUAL	\$21.50
	2 ND ANNUAL	\$22.05
	TOP TIER	\$22.63
EQUIPMENT OPERATOR II	STARTING	\$23.20
	1 ST ANNUAL	\$23.75
	2 ND ANNUAL	\$24.32
	TOP TIER	\$24.88

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING VILLAGE WATER RATES

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following village water rates effective January 1, 2022, based upon the detailed rate study performed for the Belmont County Water & Sewer District through the Rural Community Assistance Partnership (RCAP):

	Current Rate	New Rate
Bellaire SR 149	5.7664	5.33
Belmont	4.9024	5.33
Bethesda	5.9225	5.33
Flushing	4.9024	5.33
Morristown	4.9024	5.33
New Athens	4.9024	5.33
St. Clairsville	4.3624	5.33
Tri County	4.9024	5.33

Note: Beginning January 1, 2023, an automatic inflationary increase of 2.5% will be effective annually.

Upon roll call the vote was as follows:

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

Discussion-Water and Sewer District Director Kelly Porter said the county received grants and loans from the U. S. Department of Agriculture (USDA)for water and wastewater upgrades. Approximately \$72 million in funding was awarded. Mr. Porter said, “As part of that funding package, USDA had required a rate study to make sure we could meet our obligations. We’re following their recommendations. The biggest thing is they wanted a uniform government rate. In the past, we had individual rates for each village, and prior to that we had individual district rates. This kind of brings everything together.” Mr. Echemann said, “If we’re going to adequately maintain the water and sewer, we need to have the income to be able to do that.” Mr. Porter noted the last village rate increase was in 2017. Mr. Dutton added the county had to make a rate adjustment just to be able to apply, otherwise the federal government could not justify a 40-year loan.

Mr. Dutton said the implementation of the Courtview3 system with Courtview Justice Solutions will put all of the county courts on the same system. He said it was a big effort by Judge Davies and his staff.

Jack Regis, Facilities Manager, retirement-The Board of Commissioners congratulated Mr. Regis on his upcoming retirement and thanked him for his service. Mr. Regis said he was thankful for the great opportunity. He said he was proud of his staff who worked through the pandemic and made sure the buildings were sanitized. Mr. Meyer said the job is not an 8:00 to 4:00 job, it’s nights and weekends too, when needed. Mr. Dutton said it is a hard job and there are always projects that needs to be done.

RECESS

9:30 Proclamation in Honor of Belmont County Special Olympics Eagles Flag Football Team

Present: Steve Williams, Board of Developmental Disabilities Superintendent, Coaches Victoria Powell, Lance Richards and Pat Jobb, team members Kevin Marchese, Lance Marino, Luke Pomaranski, Andy Benham, Amanda Willis, Henry Yawn, Kelton Appis, Zach Ferguson, Jessica McKeen and Alan Nation.

**IN THE MATTER OF ADOPTING THE PROCLAMATION IN HONOR
OF BELMONT COUNTY SPECIAL OLYMPICS EAGLES FLAG FOOTBALL TEAM**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the proclamation in honor of Belmont County Special Olympics Eagles Flag Football Team.

**Proclamation
in Honor of
Belmont County Special Olympics
Eagles Flag Football Team**

WHEREAS, the Belmont County Special Olympics Flag Football Team recently won the 2021 Special Olympics Ohio Flag Football Division II State Championship under the guidance of Head Coach Victoria Powell, Assistant Coach Lance Richards and Athlete/Assistant Coach Patrick Jobb and Local Coordinator Virgil Yingling; and
WHEREAS, the game was played at the Pro Football Hall of Fame Stadium in Canton, Ohio; and
WHEREAS, the Belmont Eagles was behind 13-12 with a few seconds left in the game. They gained possession of the ball and ran it the full length of the playing field for a touchdown just as time ran out and scored the extra point to win the game 19-13; and
WHEREAS, the flag football team includes: Andy Benham, David Wagner, Bayley McCloud, Shane Higgenbotham, Amanda Willis, Austin Trimmer, Greg Hocking, Henry Yawn, Jamie Masters, Noah White, Jessica McKeen, Lucas Pomaranski, Alan Nation, Kelton Appis, Zachary Ferguson, Cade Balgo, Billy Gardner, Lance Marino and Team Manager/Waterboy Kevin Marchese; and
WHEREAS, the Belmont Eagles won the Division III State Championship in 2019; and
WHEREAS, heartfelt congratulations are extended to all team members and coaches who have brought much pride to Belmont County.
NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby honor the Belmont County Special Olympics Flag Football team on its achievement and wish them continued success in all their future endeavors.
Adopted this 17th day of November, 2021.

BELMONT COUNTY COMMISSIONERS

*Jerry Echemann /s/*_____

*Josh Meyer /s/*_____

*J. P. Dutton /s/*_____

Upon roll call the vote was as follows:

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

Reconvened at 11:39 a.m. with no further business to come before the board.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:39 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:39 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd 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