

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, 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. Meyer, seconded by Mr. Dutton 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 \$366,502.70

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$30,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$2,000.00

W80 PROSECUTOR-VICTIM ASSISTANCE PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P03.000 Travel	E-1511-W080-P06.004 Workers Comp	\$8.71

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

K00 M.V.G.T. FUND AND N42 OPWC FUND/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9042-N042-N03.574 Transfers In	\$5,000.00

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$72,225.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$125,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****MARCH 23, 2022****

N42 OPWC/ENGINEER

E-9042-N042-N01.055	Construction	\$5,000.00
---------------------	--------------	------------

****MARCH 30, 2022****

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas Commrs	\$70,675.11
---------------------	------------------	-------------

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

E-2813-K000-K40.074	Transfers Out	\$5,000.00
---------------------	---------------	------------

N03 FEMA PROJECTS/ENGINEER

E-9003-N003-N03.055	Engineering Services	\$36,259.85
---------------------	----------------------	-------------

P79 BOARD OF ELECTIONS GRANTS

E-1779-P079-P05.000	Grant Expenses	\$202.00
---------------------	----------------	----------

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S64.012	Equipment	\$7,805.70
E-8010-S030-S65.000	Indirect Costs	\$24,057.00

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

E-9702-T011-T01.000	Grant	\$6,265.00
---------------------	-------	------------

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$166.69
E-0131-A006-A10.000	Transport	\$100.00
E-0131-A006-A17.010	Cruisers	\$17,459.89
E-0131-A006-A24.000	E-SORN	\$725.00
E-0131-A006-A32.000	Warrant Fee	\$400.00
E-1652-B016-B02.000	DUI	\$30.00
E-5100-S000-S01.010	Commissary	\$16,384.02
E-5101-S001-S06.000	CCW License	\$846.00
E-5101-S001-S07.012	CCW Equipment	\$1,445.00
E-9710-U010-U06.000	Reserve	\$651.00

Upon roll call the vote was as follows:

Mr. Meyer	Yes
-----------	-----

Mr. Dutton Yes
 Mr. Echemann Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR 2022

WORKERS' COMPENSATION 2022 EXTRA PAYMENT CHARGEBACKS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for 2022 Workers' Compensation 2022 Extra Payment Chargebacks.

2022 WORKERS' COMP 2022 EXTRA PAYMENT BASED ON 2020 PAYROLL

ACCOUNT NAME	TRANSFER FROM	TRANSFER TO	2022
	ACCOUNT NUMBER	ACCOUNT NUMBER	WC APRIL
<u>GENERAL FUND</u>	FROM	TO	PYMT
	Rate: 0.120149		0.00018050984
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$1.73
	Rate: 0.007549		
GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$2,157.07
UNDIVIDED ESTATE TAXT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$0.43
TOTAL GENERAL FUND			<hr/> \$2,159.23
OTHER AGENCIES			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	\$26.21
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	\$786.46
DISLOCATED WORKER	E-2600-H005-H04.000	R-9899-Y089-Y04.574	\$33.94
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	\$108.89
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	\$61.25
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	\$49.14
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	\$222.19
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	\$74.04
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	\$17.31
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	\$4.65
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	\$23.42
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	\$172.37
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	\$61.27
BCBDD-MAIN FUND	E-2410-S066-S77.004	R-9899-Y089-Y04.574	\$594.19
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	\$308.74
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	\$45.84
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	\$4.57
TARGETED COM ALTERN TO PRISON	E-1545-S055-S02.002	R-9899-Y089-Y04.574	\$14.20
PROBATION SERVICE GRANT	E-1546-S056-S04.001	R-9899-Y089-Y04.574	\$9.15
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	\$9.86
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	\$7.94
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	\$10.20
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	\$2.04
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	\$136.95
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	\$5.51
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	\$11.80
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	\$34.96
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	\$1.13

PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	\$8.71
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	\$9.85
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	\$6.26
WATER DEPARTMENT			
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	\$264.01
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	\$60.54
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	\$8.72
WORKERS' COMPENSATION	E-0400-M064-M03.004	R-9899-Y089-Y04.574	\$16.94
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	\$30.98
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	\$32.39
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	\$1.20
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	\$11.32
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	\$6.03
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	\$6.82
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	\$10.26
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	\$7.71
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	\$8.92
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	\$12.10
GET VACCINATED	E-2236-F088-F01.002	R-9899-Y089-Y04.574	\$1.91
INTEGRATED NALOXONE ACCESS/ INFRAST	E-2237-F089-F01.002	R-9899-Y089-Y04.574	\$4.34
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	\$16.54
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	\$1.25
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	R-9899-Y089-Y04.574	\$0.75
TRANSFER TO:	R-9899-Y089-Y04.574	GRAND TOTAL	\$5,525.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies.
T11 GRANT MONIES-\$6,265.00 deposited into R-9702-T011-T01.500 on 03/29/2022.

OIL & GAS RECEIPTS FEBRUARY and MARCH/GENERAL FUND-\$70,675.11 deposited into R-0050-A000-A02.500 on dates below-

02/28/2022	\$412.67
02/28/2022	\$11,206.13
02/28/2022	\$4,112.22
02/28/2022	\$509.60
03/02/2022	\$8,159.91
03/04/2022	\$582.84
03/04/2022	\$1,523.34
03/04/2022	\$404.24
03/04/2022	\$212.75
03/07/2022	\$3,428.66
03/07/2022	\$37,613.31
03/07/2022	\$121.84
03/08/2022	\$144.28
03/08/2022	\$752.59
03/08/2022	\$411.63
03/24/2022	\$1,079.10
TOTAL	\$70,675.11

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated March 30, 2022, 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. Meyer	Yes
Mr. Dutton	Yes

Mr. Echemann Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows: SSOBC-Donna Steadman to Moundsville, WV, on April 14, 2022, for a senior outing to Varsity Pizza, Dollar Store and Walmart. A county vehicle will be used for travel.

WATER & SEWER DISTRICT-Dale Jendrusik, Rich Maleski, Alex Dombroski, Dan Farmer, Todd Krebs, Kyle Lachendro, Nate Rauschenberg and Chad Sutton to Cambridge, OH, On April 27, 2022, to attend the Training for You, LLC, SE Spring Training Class for EPA contact hours. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 23, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING JAMES FLOOD AS PART-TIME DELIVERY WORKER (DRIVER)/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of James Flood as part-time Delivery Worker (Driver) at Senior Services of Belmont County, effective April 4, 2022.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING BELMONT COUNTY ENGINEER TO PARTICIPATE IN ODOT ROAD SALT CONTRACT AWARDED IN 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation’s road salt contract for contracts awarded in 2022.

RESOLUTION AUTHORIZING PARTICIPATION

IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2022

WHEREAS, the (Belmont County Engineer in Belmont County) (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 29 **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

Jerry Echemann /s/ (Authorized Signature) 3-30-22 Approval Date
J. P. Dutton /s/ (Authorized Signature) 3/30/22 Approval Date
Josh Meyer /s/ (Authorized Signature) 3/30/22 Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN APRIL 29, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A CONSULTING SERVICES AGREEMENT WITH LNE GROUP, LLC

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a Consulting Services Agreement with LNE Group, LLC, in the amount of \$15,000.00 for consulting services to secure dedicated funding in the FY 2023 federal budget.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") dated as of March 30, 2022 by and between Belmont County, Ohio ("Client") and LNE Group, LLC, sets forth the terms and conditions pursuant to which LNE Group shall provide certain consulting services for the benefit of Client.

SCOPE OF SERVICES

The scope of services will be defined in attachments to this Agreement. All services provided by LNE Group hereunder will be at the direction and subject to the prior approval of Client. LNE Group shall perform the services in a professional and workmanlike manner in accordance with industry standards and by personnel with the appropriate skills and expertise to handle such services.

FEES AND PAYMENT TERMS

The fees and payments terms will be defined in attachments to this Agreement.

TERM AND TERMINATION

The term and termination provisions are contained in attachments to this Agreement.

WARRANTY AND LIABILITY LIMITATIONS

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY LNE GROUP. IN NO EVENT WILL LNE GROUP BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING, WITHOUT LIMITATION, TIME, MONEY, GOODWILL, LOST PROFITS AND CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, WHICH MAY ARISE HEREUNDER.

ASSIGNMENT

Neither Client nor LNE Group may assign, transfer, sell, or encumber this Agreement or its rights and obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other party, which shall not be unreasonably withheld.

INDEPENDENT CONTRACTOR

LNE Group shall perform the services set forth in this Agreement as an independent contractor and shall not be deemed an employee of Client. Nothing in this Agreement is intended to establish a partnership, joint venture or agency relationship between the parties.

NOTICES

All notices pursuant to this Agreement shall be sent by regular U.S. mail, postage prepaid, or by email. Notices shall be sent to:

If to LNE Group: 1422 Euclid Avenue, Suite 1510, Cleveland, Ohio 44115 ATTN: Scott Owens (SOwensLNEGroup.com)

If to Client: Belmont County Board of Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950 ATTN: Commission President

Josh Meyer (JMeyer@belmontcountyohio.org)

ENTIRE AGREEMENT

This Agreement represents the entire agreement between LNE Group and Client with respect to the services, obligations and responsibilities to be performed by the parties hereunder. LNE Group and Client agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this Agreement, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alterations or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless executed by LNE Group and Client.

LNE Group

Belmont County, Ohio



By: _____
(Authorized Signature)

By: Josh Meyer /s/
Josh Meyer, President

Lee C. Weingart, President

By: J. P. Dutton /s/
J. P. Dutton, Vice-President

March 24, 2022

By: Jerry Echemann /s/
Jerry Echemann

Federal Tax ID: 80-0029109

March 30, 2022
APPROVED AS TO FORM:
David K. Liberati /s/ Assist P.A.
PROSECUTING ATTORNEY

**Attachment 1 to Consulting Services Agreement
By and Between
LNE Group and Belmont County, Ohio**

This attachment ("Attachment 1") is made a part of that certain consulting services agreement by and between LNE Group and Belmont County, Ohio ("Client" or "BC"), dated March 28, 2022 (the "Agreement"). Unless otherwise stated in this Attachment 1, the terms and conditions of the Agreement shall apply and are unmodified.

Project Understanding

LNE Group will support Client's efforts to secure dedicated funding in the FY 2023 federal budget.

Term

The initial term of the Agreement is from March 28, 2022 to December 31, 2022. Neither party may terminate the Agreement except upon a demonstration of material breach by the other party, which shall be specific and in writing. Notwithstanding the termination or expiration of the Agreement, Client shall remain liable to pay all amounts owed to LNE Group for its work hereunder to the extent those amounts were owed prior to termination or expiration of the Agreement. The Agreement will be extended as provided in the Compensation section of this Attachment 1.

Scope of Services

LNE Group will provide the following services to Client:

Federal Advocacy - Appropriations

LNE Group will manage all aspects of advocating for "community project funding" or "congressionally directed spending" also known as earmark appropriations requests for Fiscal Year 2023 for up to two priority projects. BC will be responsible to provide qualitative and quantitative inputs related to the project (e.g., cost estimates, objectives and expected outcomes of capital improvements or new programs). BC will also make its facilities and its senior staff available for tours and meetings with Members of Congress and their staff as reasonably required to support BC's earmark request(s).

LNE Group will:

- Provide intelligence on appropriations successes and best practices based on FY2022 funded projects and FY2023 guidance.
- Work with BC to craft a project request for earmark funding, meeting two important criteria: being strategic to BC and eligible for earmark funding.
- Draft the application and other supporting documentation (e.g., local support letters) required to submit the earmark request.
- Manage all advocacy efforts (virtually and in-person where permitted); schedule, attend, and follow up on all meeting with Members of Congress and their staff; and undertake any other activities to promote BC's project(s).
- Report regularly to BC on progress.

Client will be responsible to get local support letters signed and back to LNE Group so they can be submitted with the application for the project.

Compensation

Client will compensate LNE Group as follows:

March 30, 2022

Client will pay LNE Group \$15,000 as a one-time flat fee. Payment is due on or before April 20, 2022. The flat fee is comprehensive and covers all LNE Group's professional time and expenses.

LNE Group

Belmont County, Ohio



By: _____
(Authorized Signature)

Lee C. Weingart, President

By: Josh Meyer /s/
Josh Meyer, President

By: J. P. Dutton /s/
J. P. Dutton, Vice-President

By: Jerry Echemann /s/
Jerry Echemann
March 30 _____, 2022

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TITLE IV-D
CONTRACT RENEWAL BETWEEN BELMONT COUNTY
CSEA AND THE BELMONT COUNTY PROSECUTOR**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Title IV-D Contract renewal between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2022 through December 31, 2022, in the maximum amount of \$69,298.25.

Note: Funding is 66% federal share and 34% local share.

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Belmont County Prosecutor (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2022 through 12/31/2022, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: one hour of Legal Representation.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$173.25 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$69,298.25
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
 - 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$23,561.41	Local Sources
FFP Reimbursement	\$45,736.84	
Total IV-D Contract Cost	\$69,298.25	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 am and 4:30 pm on the following days Monday through Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve (1/2 day), Christmas Day, and any other day when County Offices are closed by the County Commissioners or the Belmont County Prosecuting Attorney.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the

Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative <i>Jeffery L. Felton</i>	Printed Name of CSEA's Representative Jeffery L. Felton
Date of Signature 3-23-22	

Signature of Contractor's Representative <i>Kevin Flanagan</i>	Printed Name of Contractor's Representative Kevin Flanagan
Date of Signature 3-24-22	Printed Street Address of Contractor 52160 National Road East
Printed Title of Contractor's Representative Prosecutor	Printed City, State, and Zip Code of Contractor St. Clairsville, OH 43950

Signature of County Commissioner or Representative <i>Jeran Echemann</i>	Date of Signature 3-30-22
Signature of County Commissioner or Representative <i>[Signature]</i>	Date of Signature 3/30/22
Signature of County Commissioner or Representative <i>[Signature]</i>	Date of Signature 3/30/22
Signature of Prosecutor, if required by County Commissioners <i>David K. [Signature] PA</i>	Date of Signature 3-28-22

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING TRANSFER OF THREE SETS OF UTILITY TIRES FROM JOB AND FAMILY SERVICES NATIONAL EMERGENCY GRANTS 30 AND 32 TO BUILDING AND GROUNDS

Motion made by Mr. Meyer, seconded by Mr. Dutton to authorize the transfer of three (3) sets of utility tires from the Belmont County Department of Job and Family Services National Emergency Grants 30 and 32 to Belmont County Building and Grounds for use on Building and Grounds county vehicles.

Note: The grants ended on May 31, 2021 and the tires are no longer needed by DJFS.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING DEPARTMENT OF JOB AND FAMILY SERVICES TO SUBMIT AN APPLICATION TO WEX BANKING SOLUTIONS FOR FUEL FLEET CARD

Motion made by Mr. Meyer, seconded by Mr. Dutton to authorize Belmont County Department of Job and Family Services to submit an application to Wex Banking Solutions applying for a fuel fleet card for their vehicles.

Note: This program is under Ohio's contract for tax free services for government fleet vehicles. BCDJFS will save 18.3 cents per gallon on the federal fuel tax through Wex Banking Solutions.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM WORLD INTERNATIONAL TESTING, INC/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the proposal from World International Testing, Inc., in the amount of \$49,980.00 for Quality Assurance/Quality Control contractor inspection during the painting/rehabilitation of Fox Shannon Tank, Glencoe Tank and Myers Tank.

Note: This will be paid for from the Belmont County Water & Sewer Capital Improvement Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A WATER USAGE AGREEMENT, BY AND BETWEEN THE BELMONT COUNTY WATER & SEWER DISTRICT, BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS AND THE VILLAGE OF BRIDGEPORT

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a water usage agreement, by and between the Belmont County Water & Sewer District, by and through the Board of County Commissioners and the Village of Bridgeport for the provision of water from the Village to the District at a fixed monthly standby charge of \$358.00 to cover readiness to serve the right to consume, if the District desires, 100,000 gallons of water; the rate in excess of the 100,000 gallons shall be \$3.58 per thousand gallons.

Note: This agreement may be terminated by either party upon giving one year notice in writing.

**AGREEMENT
VILLAGE OF BRIDGEPORT
AND**

BELMONT COUNTY WATER & SEWER DISTRICT

THIS AGREEMENT MADE AND ENTERED into this 30th day of March, 2022, by and between Belmont County Water & Sewer District in Belmont County, Ohio, by and through the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the District, party of the first part, and the Village of Bridgeport, Ohio a Municipal Corporation of Belmont County, Ohio, hereinafter referred to as the Village, party of the second part;

WITNESSETH:

WHEREAS, the Village of Bridgeport, Ohio a Municipal Corporation of Belmont County, Ohio owns its distribution system and other necessary facilities thereto; and

WHEREAS, the water of the Village has a capacity which will permit it to serve the customers that it is now serving, and

WHEREAS, the District adjoins said Village and distributes water from its own water distribution system to consumers of water residing within the county, and

WHEREAS, it is the desire of the Village to make its water service available to the District, and

WHEREAS, the District desires to purchase water from the Village.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE VILLAGE OF BRIDGEPORT, OHIO AND BELMONT COUNTY WATER & SEWER DISTRICT OF BELMONT COUNTY, OHIO AS FOLLOWS:

- FIRST: The Village will furnish water to the District from its distribution system of the same quality that the Village supplies to other consumers.
- SECOND: Water shall be delivered by the Village to the District at a meter located in the Brookside Pump Station into a water line owned and maintained by the District. The Village shall maintain the meter.
- THIRD: The employees and/or agents of the District and Village shall have the right to make periodic checks at reasonable hours to ascertain whether or not said master meter is functioning properly. If a meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to failure, unless the District and the Village shall agree upon a different amount.
- FOURTH: Subject to the provisions herein set forth, the District shall pay for the water used by it in accordance with the following schedule.
- A. A fixed monthly standby charge of three hundred and fifty-eight dollars (\$358) per month, to cover readiness to serve, the right to consume, and if the District so desires 100,000 gallons of water.
 - B. The standby monthly charges shall be three hundred and fifty-eight dollars (\$358) per month, regardless of whether or not the District consumes any water.
 - C. The rate per thousand gallons of water in excess of the above mentioned 100,000 gallons shall be three dollars and fifty-eight cents (\$3.58) per thousand gallons. Future increases to this rate shall be determined by an annual audit.
 - D. Every one (1) year there shall be an audit to determine the actual cost per thousand gallons to supply the water as of that date and this actual cost shall be the rate for the next one (1) year.
 - E. At least ten (10) days prior to the above-mentioned audits, the District shall be notified in writing by the Village so that the District may be represented at the audit. The Village shall furnish a final copy of the audit to the District prior to any rate increase.
 - F. Statements for the water used shall be rendered to the District monthly, and are payable within forty five (45) days.
- FIFTH: It is hereby further understood and agreed that the Village shall not be responsible for any claims or damages for interruptions in service arising from causes beyond its control.
- SIXTH: That this contract is subject to such rules, regulations or laws as may be applicable to similar Agreements in the State of Ohio and is binding on the successors to the parties hereto.
- SEVENTH: This Agreement may be terminated by Belmont County Water & Sewer District or by the Village of Bridgeport upon giving one (1) year notice in writing.
- EIGHTH: The Village reserves to itself the right to change at any time, the type or capacity of any meter measuring the flow of water from the Village to the District whenever such changes are necessary to improve the accuracy of the metering system and that said changes can be made without appreciably affecting the quality of service to the District. Said meter changes will be made at the expense of the Village.
- NINTH: It is agreed that the Village shall have the right to temporarily shut off the water supply to the District or any part thereof whenever alterations, additions, maintenance operations or breaks in the line due to negligence or accidents make it necessary

THIS AGREEMENT is executed by the Commissioners of Belmont County, Ohio for Belmont County Water & Sewer District of Belmont County, Ohio, pursuant to a resolution duly adopted at a meeting held on the 23rd day of March 2022, and is likewise executed by the duly authorized officials of the Village pursuant of Ordinance No. 2022-06, duly adopted at a meeting of the Village Council held on the 23rd day of March, 2022.

WITNESSES: BELMONT COUNTY WATER & SEWER DISTRICT OF BELMONT COUNTY, OHIO

Bonnie Zuzak /s/ APPROVED AS TO FORM David K. Liberati /s/ Assist. PA PROSECUTING ATTORNEY WITNESSES: Carole E. Lyle /s/ John Bumba /s/

Jerry Echemann /s/ J. P. Dutton /s/ Jerry Echemann /s/ Board of Belmont County Commissioner VILLAGE OF BRIDGEPORT Norma Teasdale /s/ Mayor Jaclynn Smolenak /s/ Fiscal Officer

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:32 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Lisa Kazmirski, SSOBC Executive Director, and Attorney Brian Butcher (via phone), pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:00 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:00 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is one motion to be considered.

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

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

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

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached in SERB Case No(s). 2021-MED-12-1630 by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached in SERB Case No(s). 2021-MED-12-1630 by the parties referenced above is hereby deemed approved by the legislative body; and

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

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 30th day of March, 2022.

AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS AND AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES, LOCAL 3678 (SENIOR SERVICES) 2021-MED-12-1630 Effective through March 31, 2025 TABLE OF CONTENTS

Table with 3 columns: Article, Description, Page. Includes items like Preamble and Purpose, Union Recognition, Union Security and Dues Deduction, etc.

13	Vacancies and Promotions.....	16
14	Temporary Transfers.....	17
15	Layoff and Recall.....	17
16	Union Leave.....	17
17	Bulletin Boards.....	17
18	Break Periods.....	17
19	Bargaining Unit Work.....	17
20	Paid Leaves.....	17
21	Bereavement Leave.....	18
22	Inclement Weather.....	18
23	Leaves of Absence.....	19
24	Hours of Work and Overtime.....	19
25	Travel Allowance.....	19
26	Vacation.....	20
27	Holidays.....	20
28	Health and Safety.....	20
29	Successor Agreement.....	21
30	Insurances.....	21
31	Wages.....	21
32	Seniority.....	21
33	Severability.....	22
34	Waiver in Case of Emergency.....	22
35	Duration of Agreement.....	22
	Signature Page.....	Error! Bookmark not defined.
Appendix A	Wage Tables for Senior Services CBA.....	22
Appendix B	Grievance Form.....	Error! Bookmark not defined.
Appendix C	Job Bid Form.....	Error! Bookmark not defined.
Appendix D	Error! Bookmark not defined.
Appendix E	2013 Memorandum of Understanding: Hours.....	Error! Bookmark not defined.

ARTICLE 1

PREAMBLE AND PURPOSE

Section 1.01. This agreement is made by and between the Belmont County Board of County Commissioners, hereinafter referred to as the Employer and Local (3678), the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter known as the Union. Any name change to the Senior Services of Belmont County will not affect this Agreement.

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

Section 1.02. The provisions of this Agreement are binding upon the Belmont County Board of Commissioners, and their successor employers. This Agreement shall not be affected or changed in any respect by transfer, consolidation, merger, or sale, or, by any change in legal status, ownership, or management of the Belmont County Department of Job and Family Services. The provisions of Appendix D, Memorandum of Understanding shall also apply.

ARTICLE 2

UNION RECOGNITION

Section 2.01. The bargaining unit covered by this Agreement is as certified by the Ohio State Employment Relations Board, hereinafter referred to as "SERB," in Case Number 2014-REP-07-0076, and is described there as "the following employees of the Senior Services of Belmont County:

- Included: All full-time and regular part-time Senior Services employees in the following classifications: Case Manager-Senior Services; Cook; Center Drivers, Medical Drivers, Nutrition Drivers; Senior Center Coordinator; Unit Support Worker (Floater), Consumer Service Representative, Dispatch/Scheduler, Fiscal Clerk, Administrative Assistant.
- Excluded: All management-level employees, confidential employees, professional employees, supervisors as defined under the Act, including Administrative Assistant; Director/Program Coordinator (aka Executive Director); Fiscal Administrator; Program Administrator; Program Manager; and employees represented in other bargaining units."

ARTICLE 3

UNION SECURITY AND DUES DEDUCTION

Section 3.01. The Employer agrees to deduct the regular Union membership dues from the pay of only those employees in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payment to the Union shall be sent to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, OH 43085-2512.

Section 3.02. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.03. The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or, (c) layoff from work; or, (d) an agreed unpaid leave of absence; or (e) revocation of the check-off authorization.

Section 3.04. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth in Section 3.05 below.

Section 3.05. Any voluntary dues check-off authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues check-off card and year to year thereafter, unless the employee gives the Agency and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of the employee's dues check-off authorization cards are available from the Union upon request.

Section 3.06. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.07. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing, within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next period that Union dues deduction would normally be made by deducting the proper amount.

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

Section 3.08. One (1) month advance notice must be given to the Employer and County Auditor prior to making any changes in an individual's dues deduction. The Treasurer of the Union agrees to certify in writing no later than each anniversary of this Agreement the rate at which dues are to be deducted, if changed.

Section 3.09. "Fair Share Fee" will no longer apply. In the event any Federal or State legislative body with authority over Ohio reinstates fair share fees, the Union and Employer will meet and renegotiate this Article of the Agreement.

Section 3.10. P.E.O.P.L.E. Check-Off: Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of the bargaining unit members, if the Employer is able to secure administrative support from the County for purposes of making the deductions. P.E.O.P.L.E. deductions will be subject to the following conditions:

- A. An employee shall have the right to revoke the authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- B. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of employment or upon acceptance of a job classification outside the bargaining unit; and Section 3.08.
- C. The contribution amount shall be certified to the Employer by the Union. The employee shall provide to the Employer within thirty (30) days advance notification of any change in the contribution amount.

Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.

Indemnification: The parties specifically agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contribution.

ARTICLE 4

UNION REPRESENTATION

Section 4.01. The Union shall submit in writing the names of its officers or representatives who are authorized to speak on behalf of the Union and/or represent bargaining unit employees. The Employer agrees to recognize eight (8) employee representatives selected by the Union. The Union will also submit in writing to the Employer a comparable list of those employees acting as officers and/or stewards of the Union. This list shall be kept current at all times and any changes shall be in writing.

A Senior Service Advisory Board will be created to include one (1) clerical representative, one (1) senior center coordinator representative, one (1) medical and one (1) nutritional driver representative, one (1) case management representative, one (1) cook representative, and one (1) center driver representative.

Section 4.02. International Union or Council representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter by the Employer within sixty (60) days of the signing of this Agreement identifying the representatives by name and signed by the Chief Council #8 Administrative Officer or his designee.

Section 4.03. No one shall be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4.04. Authorized Union representatives shall be permitted, with approval of their supervisors, to utilize up to one (1) hour per day to a total of sixteen (16) hours per pay period for all authorized representatives for the investigation of grievances. An authorized Union representative investigating a grievance in accordance with this Article during work hours shall, at the time of the request to the supervisor, submit the name, supervisor and department involved in this phase of the investigation.

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

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

- A. The Union agrees that no official or member of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct any Union business during normal work times except to the extent authorized in Section 4.04 above and only after obtaining approval from the Director or his designee.
- B. Union officials (or representatives) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.
- D. Officers and Executive Board Committee members are permitted to use paid drive time to and from Executive Board meetings, not to exceed one-hour round trip.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.01. Except as provided for in this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal, or inherent exclusive Appointing Authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its Departments, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

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

ARTICLE 6

NO STRIKE OR LOCKOUT

Section 6.01. It is understood and agreed that the services performed by employees included under this Agreement are essential to the public health, safety, and welfare of the citizens of Belmont County. The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any bargaining employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 6.02. In addition, the Union shall cooperate at all times with the Employer in the continuation of its entire operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees that the strike, slowdown, work stoppage, or other concerted interference with or the

withholding of services from the Employer is prohibited, not sanctioned by the Union, and shall order all employees to return to work immediately.

Section 6.03. It is further agreed that any violation of the above may be grounds for disciplinary action which may include discharge.

Section 6.04. The Employer agrees that neither it, its officers, nor its representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.

ARTICLE 7 NON-DISCRIMINATION

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, genetic status, disability, race, color, creed, national origin, religious belief, veteran status, or military status, union and/or political affiliation. In addition, all county and agency civil rights plans and policies shall apply. The Union shall share equally the responsibility for applying this provision of the Agreement.

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

Section 7.03. Neither party shall interfere with, restrain, coerce nor otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join and participate or not to join nor participate in the Union.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.01. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 8.02. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.03. Any grievance that originates from a level above the first step of the Grievance Procedure may be submitted directly to the step or level from which it originates. All written grievances must be submitted on the approved form which shall be filled out completely.

Section 8.04. The following steps shall be followed in the processing of a grievance:

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

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

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

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

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

The Director or his designee shall investigate and shall respond in writing to the grievant and the Union President within seven (7) working days following the meeting. If denied, the response shall state with particularity the reasons for denial of the grievance.

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

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

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

B. The Union must notify the Employer in writing of its intent to arbitrate within thirty (30) calendar days from the date the written response is issued. An arbitrator must be selected within thirty (30) calendar days after Union notification. The parties shall use the alternate strike method, beginning with the Employer to choose from a permanent panel of six (6) arbitrators:

Dennis Byrne
Robert Stein
Margaret Nancy Johnson
Thomas Nowel
Howard Silver
Jennifer Flescher

C. The arbitrator shall expressly confine himself to the precise issues submitted for review and shall have no authority to determine any other issue not submitted to him or to submit observation declarations of opinion which are not directly essential in reaching his determination. The proceedings shall be informal as is compatible with the requirements of justice, and the arbitrator need not be bound by the common law or statutory rules of evidence and procedure but may make inquiry in the matter through oral testimony and record presented at the hearing, which is best calculated to ascertain substantial rights of the parties and to carry out justly the spirit and provisions of this Agreement. The arbitrator shall be without power to seek, or order discovery depositions.

D. The filing fee and costs of the arbitration shall be borne by the losing party. In the case of a split decision by the arbitrator, the costs of filing and arbitration shall be shared equally by the parties. The arbitrator shall make the decision on who pays. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

E. The arbitrator shall within thirty (30) calendar days following the hearing issue an award. The arbitrator shall not have jurisdiction or authority to:

1. Review provisions of a new contract;
2. Nullify, in whole or in part, any provisions of this Agreement;
3. Add to, detract from, or alter in any way, provisions of this Agreement.

All provisions of the arbitration shall be consistent with his jurisdiction, power, and authority, as set forth herein, and shall be final, conclusive and binding on the parties.

Section 8.05. The AFSCME standard grievance form shall be used and attached to this Agreement as Appendix B.

Section 8.06. A class action grievance which affects a substantial number of employees in the same manner may initially be presented by the Union President or Chief Steward at Step Two (2) of the Grievance Procedure.

Section 8.07. Major health and safety disputes covered by this Agreement may be initiated at the second step of the Grievance Procedure.

Section 8.08. The Grievance Procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes.

Section 8.09. The Employer shall provide the Union with a list of Management's designated representative for each step of the Grievance Procedure.

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

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

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

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

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

ARTICLE 9 DISCIPLINE

Section 9.01. No employee shall be disciplined except for just cause.

Section 9.02. When an employee is questioned about a matter that may lead to disciplinary action, the Agency shall inform the employee of his/her right to have an available Union representative present before the Agency may further question the employee about the matter.

Section 9.03.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- C. The Employer agrees not to discharge or suspend without pay an employee without first arranging a predisciplinary conference. The conference shall be scheduled no earlier than 24 hours after the time the employee is notified of the charges and the conference. The hearing shall be conducted by the Human Resources Administrator or designee and the charged employee shall have his union representative present. Such a conference must be conducted within a reasonable time from the date in which the Employer gains knowledge of those incidents which it deems to be a violation of conduct. The Union shall be notified through its President or designee that charges have been brought against the employee.
- D. The employee shall be notified in writing of the findings of the predisciplinary hearing conference within ten (10) days following preparation of the report by the Human Resources Administrator or designee. A copy shall be submitted to the Union President. If, as a result of the predisciplinary conference, any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) days of receipt of the report. A copy shall be submitted to the Union President.
- E. An Employee may waive his right to a hearing by submitting a signed written waiver to the Employer and the Union.
- F. Appeals of any discipline of this nature may be submitted to the Employer at Step 2 of the Grievance Procedure.

Section 9.04. Oral reprimands shall be reduced to writing and shall cease to have force and effect six (6) months after the date of the oral reprimand if there has been no other discipline imposed during the past six (6) months. Written reprimands shall cease to have force and effect twelve (12) months after the date of the written reprimand if there has been no other discipline, for the same or similar offense, imposed during the past (12) months. Suspensions of less than three (3) days shall cease to have force and effect eighteen (18) months after the date of the suspension if there has been no other discipline, for the same or similar offense, imposed during the past eighteen (18) months. Suspensions of three (3) to ten (10) days shall cease to have force and effect twenty-four (24) months after the date of the suspension if there has been no other discipline, for the same or similar offense, imposed during the past twenty-four (24) months. Suspensions of greater than ten (10) days shall cease to have force and effect after seventy-two (72) months.

Section 9.05. The termination of a newly hired probationary employee shall not be subject to appeal through the Grievance Procedure.

Section 9.06 The parties may agree to a "Last Chance" Agreement in lieu of termination on a case-by-case basis which shall not require the full approval of the bargaining unit.

ARTICLE 10 LABOR MANAGEMENT MEETINGS

Section 10.01. In the interest of sound Labor Management relations, the Union and the Employer will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than five (5) employee representatives of the Union, four (4) representatives of the Employer, and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed. These representative numbers may change by mutual written consent.

The purpose of such meetings shall be to:

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

Section 10.02. Either party may request a special meeting. The party requesting a special meeting shall furnish, in advance of the scheduled meeting, a list of the matters to be discussed.

Section 10.03. Local Union employee representatives attending Labor Management meetings shall not suffer a loss in pay for straight hours spent in such meetings, if held during the employee's regular scheduled hours of work.

ARTICLE 11 PROBATION PERIODS

Section 11.01. 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 of employment and shall continue for a period of one hundred and eighty (180) calendar days. A newly hired probationary employee may join the Union and file grievances from the time of hire; however, he may be terminated any time during his probationary period, including any extension, and shall have no appeal over such removal.

Section 11.02. An employee who is awarded a job under the bidding procedure will be required to successfully complete a ninety (90) calendar day probationary period. Probationary period begins upon assignment to new position. Anytime within the first ten (10) working days of the probationary period, the employee may voluntarily return to his prior position.

Section 11.03. An Employee may have his probationary period, both regular and promotional, extended upon mutual agreement of the Employer and the Union.

Section 11.04. At approximately the halfway point of an employee's probationary period, the Employer may conduct a performance evaluation to measure the employee's performance and ability to continue in the position. In the event an employee doesn't qualify after a promotional probationary period, he will then be returned to his former (or similar) position that he held prior to the promotion. Probationary and annual evaluations shall not be subject to the Grievance Procedure.

ARTICLE 12
JOB DESCRIPTIONS

Section 12.01. The Employer shall furnish the Union with a table of organization and copies of job descriptions of all job classifications in the bargaining unit. When the Employer makes substantial changes or creates a new job, the Employer will meet with the Union to discuss changes and agree if there should be any changes to the rates of pay or establish the rate of pay for the new job.

Section 12.02. The Employer shall provide a job description to every employee who is hired, transferred, or promoted into a classification.

Section 12.03. No employee shall be regularly assigned to perform duties other than those properly belonging within his current classification.

ARTICLE 13
VACANCIES AND PROMOTIONS

Section 13.01. Whenever there is a job vacancy in the exclusive Bargaining Unit covered by this contract, and the Employer intends to fill the vacancy, The Department of Administrative Services will be excluded from the bidding process. The Employer will send the job posting to the Union three (3) working days before posting. A notice of the opening shall be posted for five (5) working days. If applicable, the posting shall include the current location of the vacancy; however, this clause does not restrict the Employer's right to assign employees to work locations. All eligible employees as defined by Article 13.05, in the Bargaining Unit, shall have that five (5) workday period in which to bid for the job by submitting a written application addressing his qualifications. The posting notice shall contain the job classification title, rate of pay, shift, brief job description, and immediate supervisor.

All applications timely filed shall be reviewed by the Employer, and the job will be awarded within five (5) working days in accordance with the following criteria, which shall be given equal weight.

- A. Classification Seniority (including time spent cross-training in a classification)
- B. Agency-wide Seniority
- C. Employee's current attendance, performance, and disciplinary record

Work experience, seniority and Employee's current attendance, performance and disciplinary record are weighed equally in determining which employee is awarded a job.

Physical and Mental Ability may be used as a qualifier to determine whether or not an employee can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by ADA) who can with reasonable accommodation perform the job that he is bidding on.

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

Before the successful bid is awarded, the Union will be notified of all bids and who the successful bid is. This language shall only apply to internal bids.

Section 13.02. A uniform application form for job bidding shall be mutually developed by the parties and attached to this Agreement as Appendix C.

Section 13.03. An employee who is awarded a job under these provisions shall receive the rate of pay of the new classification immediately and shall be placed in the position awarded-immediately.

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

Section 13.04. In order to bid on any Case Manager position, an employee must have a Registered Nursing or Licensed Practicing Nursing Degree.

Section 13.05. Employees are prohibited from bidding on a new position for six (6) months from the award date of current position. This restriction shall not apply to a nonprobationary part-time employee bidding on a full-time position, but once the employee is awarded a full-time position, the restriction then applies.

If an employee returns voluntarily to prior position, he is prohibited from bidding on another position for a period of six (6) months from the date of his return to prior classification.

If an employee is involuntarily returned to his or her prior classification (including failure of probation), he or she is not prohibited from bidding on another position.

Section 13.06. If the Employer and the Union agree in a Labor Management setting that a position has changed significantly enough to justify reclassification, such reclassification may take place at the local level with the agreement of the Employer and Union. The Employer and Union agree to meet within forty-five (45) calendar days of an employee's written request to their immediate supervisor to resolve reclassification.

Section 13.07. In the event a part-time position becomes a full-time position so outlined in Article 13, Section 13.01 shall be followed.

Section 13.08. When the Agency posts a vacancy for the position of Center Coordinator, an eligible employee may notify the Agency in writing within five (5) working days of his or her desire for a lateral transfer will be granted to the employee with greater Classification seniority. If those employees requesting transfer have equal Classification seniority, then the transfer shall be granted to the employee with greater Agency-wide seniority.

ARTICLE 14
TEMPORARY TRANSFERS

Section 14.01. It is recognized by the Employer and the Union that it may be necessary for efficient operation and to provide care to clients, to temporarily transfer an employee to another job. Such temporary transfer shall not exceed thirty (30) calendar days and shall be offered to qualified employees in order of seniority on a rotating basis, starting with the most senior. If there are no volunteers, the least senior qualified employee may be temporarily transferred for a period not to exceed thirty (30) calendar days.

The Agency shall not use temporary transfers to avoid its obligations under this Agreement. Successive temporary transfers are limited to no more than three (3) consecutive transfers of more than one (1) day involving a vacancy.

Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than is the employee's own, shall be paid the higher rate of pay for all hours so assigned after the completion of one (1) day in the assignment, and retroactive to the time the assignment began and for the duration of the assignment.

ARTICLE 15
LAYOFF AND RECALL

Section 15.01. When it becomes necessary to reduce the number of employees in the bargaining unit because of lack of funds, lack of work, or abolishment of positions, the following layoff procedures shall be followed:

- A. The Employer shall determine in which classification the layoffs are to occur.
- B. Employees in each affected classification shall be laid off in inverse order of Agency-wide seniority. Seniority is not the same as years of service, for example for vacation accrual.
- C. The Employer shall give the affected employee ten (10) days written notice of their layoff indicating their right to bump less senior employees in any lower or equal classification, within the bargaining unit, for which they are qualified.
- D. The affected employees shall have five (5) working days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. An employee not submitting such request within five (5) working days shall be considered to have accepted the layoff. A 90-day probationary period will apply.
- E. Any bargaining unit employee who is bumped out of his position may exercise the same layoff rights as outlined above.
- F. Prior to the implementation of a layoff, the Employer will consider any written requests from bargaining unit employees for voluntary layoffs.

Section 15.02. The Employer agrees that, prior to any reduction in the workforce, all temporary, seasonal, intermittent, and student positions doing the same work as the bargaining unit will be eliminated. Before any permanent, non-probationary employees are laid off, all probationary new hires will be eliminated.

Section 15.03. In those instances when the Employer chooses to reorganize without reducing the workforce, the choice to occupy any newly created position(s) will be given, according to seniority, to those employees in the affected classification(s). The employee must be qualified to

occupy the newly created position(s). Should all employees in the affected classification(s) elect not to occupy the new position(s), layoff procedures will begin.

Section 15.04. Nothing contained in this layoff procedure shall prohibit any non-bargaining unit employee from exercising the rights guaranteed to him under the Ohio Revised Code.

Section 15.05. Laid off employees shall have recall rights to the position from which they were laid off for twenty-four (24) months from the effective date of the layoff.

Section 15.06. When the Employer decides to fill a position vacated by layoff, eligible employees shall be recalled in the inverse order by which they were laid off by classification.

Section 15.07. In the event of an anticipated layoff due to lack of funds, this Agreement may be reopened upon agreement of both parties.

ARTICLE 16

UNION LEAVE

Section 16.01. Subject to the operational needs of the Department, the Union has ten (10) days per year (year defined as contract year) for its members or officials who attend functions for the Union, provided one (1) week advance notice is given to the Employer by the Union President or designee. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

ARTICLE 17

BULLETIN BOARDS

Section 17.01. The employer shall continue to make available to the Union a portion of the Department's Bulletin Board. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

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

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

Section 17.02. It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

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

ARTICLE 18

BREAK PERIODS

Section 18.01. Each employee shall be granted a fifteen (15) minute break period with pay which will be scheduled whenever practicable approximately midpoint in the first one half (1/2) of the employee's regular work shift and in the second half of the shift. Break periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The break period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

Section 18.02. An employee who works two consecutive hours or more in excess of his normal work schedule shall be entitled to an additional fifteen (15) minute paid break.

ARTICLE 19

BARGAINING UNIT WORK

Section 19.01. The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out nor performed by management personnel to erode or displace a bargaining unit position. Notwithstanding any other provision of this Article, the parties expressly agree that the Employer may contract with local providers to perform or fund transportation services for seniors.

ARTICLE 20

PAID LEAVES

Section 20.01. Sick Leave:

- A. Sick leave credit shall be earned at the rate of one and one quarter (1¼) day for each calendar month of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or lay off. Unused sick leave shall accumulate without a limit.
- B. Sick leave may be requested for the following reasons:
 1. Illness or injury of the employee or a member of his immediate family;
 2. Exposure of employee or a member or his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
 3. Medical, dental or optical examinations or treatment of employee or a member of his immediate family where the employee's presence is required, and which cannot be scheduled during non-working hours;
 4. Pregnancy, childbirth and/or related medical conditions.For the purposes of this policy, the "immediate family" is defined as spouse, parent, stepparent, grandparent, step-grandparent, sibling, son-in-law, daughter-in-law, child, grandchild, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone who has assumed one of these roles, or a legal guardian or a power-of-attorney.
- C. Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or work week earnings.
- D. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person one and one half (1½) hour prior to the start of the employee's scheduled work shift and shall continue to do so for every succeeding day of absence thereafter unless emergency conditions make it impossible. The employee's supervisor shall be informed of the place where the employee can be contacted.
- E. Any employee failing to comply with sick leave rules and regulations will not be entitled to sick leave pay. Application for sick leave with intent to defraud shall result in dismissal and refund of salary or wages paid.
- F. The employee may be required by the Employer to furnish a statement from a licensed physician notifying the Employer of the nature of the illness or injury and that the employee was unable to perform his duties.
- G. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.
- H. The Employer may require an employee to take an examination, conducted by a licensed physician of the Employer's choice, to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of said examination shall be paid by the Employer.
- I. Employees having a minimum of ten (10) years of service with the Department who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, be eligible to convert to cash up to twenty five percent (25%) of their accumulated sick leave hours up to a maximum of two hundred forty (240) hours.

Section 20.02. Personal Leave:

- A. Each full-time employee shall be entitled to four (4) days of personal leave as of January 1st of each calendar year. Newly hired employees shall receive personal leave on a prorated basis in the first year of employment. These days of personal leave shall have no cash value, and shall not be carried over from year to year.

Each part-time employee shall be entitled to seven (7) days of personal leave as of January 1st of each calendar year. Part-time employees may elect to use days of personal leave on holidays. These days of personal leave shall have no cash value and shall not be carried over from year to year.

B. Personal leave days may be taken in no less than one half (1/2) day increments.

Section 20.03. Family And Medical Leave Act Of 1993: The Employer shall promulgate policies in accordance with the Family and Medical Leave Act as amended from time to time.

Leaves shall be granted as per the provisions of the Family and Medical Leave Act of 1993 and applicable paid leave shall run concurrently. When benefits contained in this Agreement exceed those provided by the Act, the Agreement will supersede.

Section 20.04. Parental Leave

Parental Leave shall be used in accordance with County policy.

ARTICLE 21

BEREAVEMENT LEAVE

Section 21.01. If a death occurs among the members of the employee's immediate family, the employee shall be granted a leave of pay for a maximum of three (3) days; plus two (2) days charged to sick leave.

Section 21.02. Definition of immediate family is as defined in Article 20.

ARTICLE 22

INCLEMENT WEATHER

A. If a weather emergency is declared in Belmont County, the Employer or designee will make a decision regarding closing the office. A weather emergency is where the county or city restricts travel except for emergency vehicles. In such an emergency, when the office is closed, non-essential employees normally scheduled to work will not be required to report to work and will receive pay for the employee's normal day. Statewide, there are three (3) snow emergency levels that the County Sheriff can declare.

1. **Level I Snow Emergency** – County and township roads are hazardous with blowing and drifting snow. Roads are also icy, and drivers should use caution.

2. **Level II Snow Emergency** – County and township roads are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the county and township roads. Listen to radio stations and/or contact employers to see if you should report to work. Non-essential staff as designated by the director may request unpaid leave.

3. **Level III Snow Emergency** – All county and township roads are closed to non-emergency personnel. No one should be out unless it is absolutely necessary to travel. All employees should listen to radio stations and/or contact employers to see if they should report to work. Those traveling on county and township roads may subject themselves to arrest.

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

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

1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.

2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his or 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 or 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 23

LEAVES OF ABSENCE

Section 23.01. Military Leave: The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military Service.

Section 23.02. 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 the Senior Services of Belmont County shall be granted full pay for regularly scheduled working days.

Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his regular scheduled working days.

Section 23.03. Education Leave: Upon written request to the Employer, an employee may be granted an academic leave of absence without pay to pursue completion of a course of study in a field relating to the employee's current or prospective duties with the Employer.

Section 23.04. Personal Leave: An employee may, at the Employer's discretion, be granted an unpaid personal leave of absence for any personal reasons for duration of up to six (6) months.

Section 23.05. Medical or Disability Leave: An employee shall be entitled to receive a leave of absence without pay due to a disabling illness, injury or condition with the approval of the Employer for a period of up to six (6) months upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months.

If the employee is unable to return to active work status within the six-month period due to the same disabling illness, injury or condition, the employee may be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to the disability shall not exceed three (3) years, or not exceed five (5) years if the employee is receiving PERS disability, for purposes of reinstatement rights

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

ARTICLE 24

HOURS OF WORK AND OVERTIME

Section 24.01. The standard work week for all full-time employees covered by the terms of this Agreement shall be thirty-five (35) hours¹, with an unpaid lunch period. The standard lunch period shall be one (1) hour, but can be reduced to one half (1/2) hour by agreement between the employee and his immediate supervisor. Only employees who are scheduled a minimum of seventy (70) hours per pay period are eligible for benefits. The Employer may provide a lower threshold for some county insurance(s). The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday. Under normal circumstances, the work week for bargaining unit members shall be Monday through Friday. This does not preclude Management from changing the work week for legitimate business reasons. Any work scheduled for Saturday under normal circumstances will be in addition to a bargaining unit member's regular work week.

¹See Appendix E Memorandum of Understanding on Hours.

Part-time work shall be less than thirty (30) hours with no guarantee of hours and shall have the option to flex their hours of work within the pay period with supervisor approval as it follows 24.04.

Descheduling shall not be used as a form of discipline.

Center Drivers hired before January 1, 2022, will be offered 27.5 hours per work week or 55 hours per pay period.

Employees providing transportation are not required to take an unpaid lunch. Such employees may work their scheduled hours without interruption.

Section 24.02. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in the paragraph above, he shall be paid overtime pay for such time over forty (40) hours at one and one-half (1½) times his regular hourly rate of pay.² Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime. Compensation for hours worked in excess of forty (40) hours per week will be made in accordance with the following guidelines:

See Appendix E Memorandum of Understanding on Hours.

Medical dialysis drivers will be paid at the one and one-half (1½) rate for all hours actually worked in excess of eight (8) on Saturday or Sunday.

Unplanned Overtime – Unscheduled Overtime Work: The agency will allow the employee to take compensatory time or receive pay. Compensatory time shall be credited at the appropriate overtime rate (i.e., credit shall be at least one and one-half (1½) for each hour or portion of each hour worked in excess of forty (40) hours).

Planned Overtime – Scheduled Overtime Work: The method of compensation (paid or compensatory time) for overtime work shall be determined by the Director. Hours in excess of forty (40) will be compensated at the rate of one and one-half (1½) hours for each hour of overtime. If planned overtime work is offered with payment as compensatory time only, said overtime will be offered on a voluntary basis.

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

Section 24.03. Management agrees to make every effort to equalize overtime work opportunity to all Bargaining Unit Employees by unit and seniority. Management agrees to keep a record of overtime worked by all Bargaining Unit employees and make decisions to offer overtime based on this record whenever possible. Their decisions will be made in accordance with the type of work and the classification of the workers.

Section 24.04. Where practical and feasible, hours and schedules for bargaining unit employees may include:

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

Under this section, an employee will be permitted to work a flex schedule within a two (2) week pay period not to exceed their normal work schedule.

**ARTICLE 25
TRAVEL ALLOWANCE**

Section 25.01. Employees shall be eligible for expense reimbursement only when travel has been authorized by the Director, and in accordance with the following provisions.

Section 25.02. The following items shall be reimbursable subject to regulations contained herein and compliance with procedures:

- A. Mileage: Employees required to use their privately owned vehicles shall be reimbursed in accordance with the IRS maximum allowance deduction for mileage.
- B. Lodging (Outside of County): Reimbursement for reasonable lodging rates at a hotel or motel reasonably close and convenient to the place where business will be transacted. Prior approval is necessary.
- C. Parking/Highway Tolls: Reimbursable if necessary to pay for parking or to travel a toll highway.
- D. Meals (Travel Outside of County)
 - 1. Meal reimbursement for a full day, with itemized receipts, will be allowed on a forty dollars (\$40.00) per diem rate. Reimbursement Out-of-State meals will be allowed on a fifty dollars (\$50.00) per diem rate.
 - 2. Meal reimbursement with itemized receipts, for less than a full day will be as follows:
 - a. A maximum of eight dollars (\$8.00) for breakfast reimbursement with receipts OR a maximum of four dollars (\$4.00) for breakfast reimbursement without receipts. A maximum of ten dollars (\$10.00) for Out-of-State reimbursement for breakfast meals.
 - b. A maximum of twelve dollars (\$12.00) for lunch reimbursement with receipts OR a maximum of six dollars (\$6.00) for lunch reimbursement without receipts. A maximum of fifteen dollars (\$15.00) for Out-of-State reimbursement for lunch reimbursement.
 - c. A maximum of twenty dollars (\$20.00) for dinner reimbursement with receipts OR a maximum of ten dollars (\$10.00) for dinner reimbursement without receipts. A maximum of twenty-five dollars (\$25.00) for Out-of-State dinner reimbursement.
 - d. Tip up to 15% of the cost of the meal. Gratuities count toward the applicable maximum meal rate.
 - 3. If leaving before 5:00 p.m., for an overnight stay, an employee is entitled to dinner that evening.

Any employee who is required to travel out of county and must remain on paid time until 5:00 p.m. will be reimbursed for the dinner meal.

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

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

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

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

Section 25.03. The following items shall not be reimbursed:

- A. Alcoholic beverages
- B. Entertainment
- C. Laundry and dry cleaning
- D. Room service charges
- E. Expenses of a spouse traveling with an employee
- F. Tips above 15%
- G. Delivery Fees

Section 25.04. Expense reports shall be completed and given to the appropriate supervisor on a monthly basis.

Section 25.05. An employee with special medically documented dietary requirements shall receive the meal reimbursement regardless of whether meals are prepaid and included in the cost of the seminar, conference, or function he/she is attending.

**ARTICLE 26
VACATION**

Section 26.01. All full-time permanent employees will be entitled to paid vacation leave according to the following eligibility guidelines:

SERVICE	ANNUAL RATE	HOURS PER PAY PERIOD
After six (6) months	Accrued Vacation	-
After one (1) year	Two (2) weeks vacation	2.7 Hours
After eight (8) years	Three (3) weeks vacation	4.0 Hours
After fifteen (15) years	Four (4) weeks vacation	5.4 Hours

² Medical dialysis drivers will be paid at the one and one-half (1½) rate for all hours actually worked in excess of eight (8) on Saturday or Sunday.

SERVICE	ANNUAL RATE	HOURS PER PAY PERIOD
After six (6) months	Accrued Vacation	-
After twenty-five (25) years	Five (5) weeks vacation	6.7 Hours

Any employee in the bargaining unit and already receiving vacation in excess of the above schedule as of April 1, 2016 will continue to receive their current level of vacation until the schedule catches up to him or her.

Section 26.02. Each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker. Vacation may not be scheduled more than one (1) year in advance.

Section 26.03. All vacation scheduling is subject to prior approval of the Director

Section 26.04. No vacation leave shall be carried over for more than three (3) years.

Section 26.05. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

ARTICLE 27

HOLIDAYS

Section 27.01. All permanent full-time bargaining unit employees shall be entitled to the following holidays with pay:

HOLIDAYS	DATE OBSERVED
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 th day of June
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving
Christmas Day	December 25
Floating Holiday	One Day

Section 27.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. If the Board of Commissioners closes the courthouse to observe a holiday, bargaining unit employees shall receive the same benefit.

Section 27.03. If an employee is required to work on one of the recognized holidays, he shall receive time and one-half (1½) for all hours worked. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.04. Permanent full-time bargaining unit employees shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.01 when no work is performed on such holiday.

Section 27.05. The floating holiday shall be taken in accordance with the guidelines for usage of personal days. If this day is not used during the calendar year, it will be forfeited.

ARTICLE 28

HEALTH AND SAFETY

Section 28.01. The Employer shall make reasonable provisions for the safety, health and welfare of its employees. Both the Union and Employer agree to work cooperatively in maintaining safety and complying with the applicable safety and health laws and regulations.

Section 28.02. Employees shall be responsible for reporting any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and Department property.

Section 28.03. The Safety All Ways Committee may continue to meet at least quarterly, or more often if necessary. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

Section 28.04. Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her department: The Agency will attempt to accommodate such a request. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence.

ARTICLE 29

SUCCESSOR AGREEMENT

Section 29.01. If, for any reason, the Commissioners of Belmont County should decide to sell the Agency to a private sector or combine the Agency with any other public sector Agency, the Employer shall meet with the Union and bargain the potential impact/effects on the bargaining unit employees.

ARTICLE 30

INSURANCES

Section 30.01. Liability Insurance:

A. The Employer agrees to provide a liability insurance policy in conformance with the policy adopted or to be adopted by the County Commissioners.

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

Section 30.02. Health Care:

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. 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 30.03. Life Insurance: Full time employees will continue to receive \$15,000 life insurance policy, or greater, if adopted by the County Commissioners for coverage of Belmont County Senior Services employees.

Section 30.04. Waiver: Full time employees who can show health insurance coverage under another plan can choose to waive coverage. The Department shall pay employees who waive coverage two hundred and fifty dollars (\$250.00) per quarter. Employees who have a spouse employed by Belmont County and either takes the county family insurance are not eligible to receive the \$250.00 per quarter waiver.

ARTICLE 31
WAGES

Section 31.01. The wage scale for employees in the bargaining unit shall be increased \$0.50 per hour for all rates as of the beginning of the pay period that includes the date this Agreement was ratified by the Commissioners; and again by \$0.75 per hour as of the beginning of the pay period that includes April 1, 2023, and again by \$0.75 per hour as of the beginning of the pay period that includes April 1, 2024, as set forth in Appendix A.

- A. Upon employment or promotion, an employee will be assigned a pay range consistent with his or her job classification.
- B. A newly hired employee or an employee initially being hired into a bargaining unit position will be assigned to Step A of the pay range.
- C. A promoted employee will be assigned to the first step in the new classification's pay range that provides an increase over his or her previous rate of pay.
- D. Upon satisfactory completion of a new hire or promotional probationary period, an employee will be assigned to the next higher step in the pay range (if any). Effective the beginning of the first payroll period after the anniversary date of an employee completing his or her probationary period and annually thereafter, the employee shall progress to the next step in his or her pay range, until reaching the maximum step in the pay range for his or her classification. Upon completion of a probationary period that resulted from a job bid into a classification with the same pay range as the employee's previous class, the employee shall remain at the same rate of pay and progress to higher steps, if any, at the beginning of the pay period following the anniversary date that applied to him or her in his or her previous classification.
- F. Employees that are laid off and displace into a lower classification shall be placed in the same step in the lower classification that he or she held at the time he or she exercised bumping rights. Bumping into a lower classification shall not alter an employee's anniversary date for step increases, but the steps shall apply within the pay range assigned to the classification into which he or she bumped.

ARTICLE 32
SENIORITY

Section 32.01. Seniority is defined as the employee's uninterrupted length of continuous service with the Senior Services of Belmont County and the Belmont County Board of Commissioners. Seniority shall be calculated in calendar days of employment from the last hiring date or re-employment following a break in service.

There shall be two (2) types of seniority:

- 1. Agency-wide seniority, which is the total service within the Agency, regardless of classification seniority.
- 2. Classification seniority, which is the total service within an individual classification.

For the purpose of a tie breaker for those employees affected by the change of employment from Belmont Senior Services to Belmont County Department of Job and Family Services, see Section 15.01 herein.

If an employee transfers to a new classification, such transfer shall not affect the employee's Agency-wide seniority or the employee's previous classification seniority.

Example: An employee works five (5) years as a Driver, two (2) years as a Center Coordinator, and then three (3) more years as a Driver. The employee has eight (8) years of Driver classification seniority, two (2) years of Center Coordinator classification seniority, and ten (10) years of Agency-wide seniority.

Section 32.02. Employees shall lose all seniority upon any of the following circumstances:

- A. Layoff in excess of eighteen (18) months;
- B. Resignation;
- C. Discharge for just cause;
- D. Failure to return to work within five (5) working days of recall from layoff, via notice by certified mail to employee's residence; unless the failure to return to work within such five (5) days is not within the control of the employee, or within five (5) days, the employer agrees to an alternate date for the employee to return to work;
- E. Failure to return to work upon expiration of a leave of absence, unless otherwise agreed to by Employer; and
 - 1. Absence of four (4) or more consecutive work days, without notifying the Agency's Director or his designee in the absence of the Director (no call/no show), unless reasonable excuse for the absence is given.
- F. An employee who has been or served in a non-bargaining unit position longer than they have served within the bargaining unit will lose all bargaining unit seniority. (i.e., three (3) years in bargaining unit and four (4) years out of non-bargaining Unit.), no bargaining unit seniority.

Section 32.03. Employees shall continue to accrue seniority during the following:

- A. Absence, while on approved paid or unpaid leave;
- B. Layoff of eighteen (18) months or less;
- C. Time spent on sick leave and vacation leave.

Section 32.04. Employees who are reinstated within one (1) year of separation will not lose their seniority. However, no seniority shall be credited for the time spent separated from service.

Section 32.05. The Employer shall post a seniority list once every six (6) months on the bulletin board, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union.

ARTICLE 33
SEVERABILITY

Section 33.01. This agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.02. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 34
WAIVER IN CASE OF EMERGENCY

Section 34.01. In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, County Commissioners, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

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

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

Section 34.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievance(s)) had properly progressed prior to the emergency.

ARTICLE 35
DURATION OF AGREEMENT

Section 35.01. This Agreement shall be effective as of the date of execution and shall remain in full force and effect through March 31, 2025.
FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

Josh Meyer /s/
Josh Meyer, President

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

Jerry Echemann /s/
Jerry Echemann, Commissioner

Lisa Kazmirski, SSOBC Executive
Director

APPROVED AS TO FORM:

David K. Liberati /s/

Dave Liberati, Assistant County Prosecutor
FOR AFSCME:

AFSCME Representative

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

APPENDIX A

Wage Tables for Senior Services CBA

The wage table in effect as of the beginning of the pay period following ratification of this Agreement shall be as follows:
The wage table in effect as of the beginning of the pay period that includes April 1, 2023, shall be as follows:

Pay Range	Step A	Step B	Step C	Step D	Step E	Step F
1	\$14.45	\$15.26	\$15.76	\$16.06	\$16.56	\$17.06
2	\$14.95	\$15.81	\$16.31	\$16.61	\$17.11	\$17.61
3	\$15.20	\$16.08	\$16.58	\$16.88	\$17.38	\$17.88
4	\$15.45	\$16.35	\$16.85	\$17.15	\$17.65	\$18.15
5	\$19.11	\$19.87	\$20.37	\$20.67	\$21.17	\$21.67
6	\$22.77	\$23.38	\$23.88	\$24.18	\$24.68	\$25.18

The wage table in effect as of the beginning of the pay period that includes April 1, 2024, shall be as follows:

Pay Range	Step A	Step B	Step C	Step D	Step E	Step F
1	\$15.20	\$16.01	\$16.50	\$16.81	\$17.31	\$17.81
2	\$15.70	\$16.56	\$17.06	\$17.36	\$17.86	\$18.36
3	\$15.95	\$16.83	\$17.33	\$17.63	\$18.13	\$18.63
4	\$16.20	\$17.10	\$17.60	\$17.90	\$18.40	\$18.90
5	\$19.86	\$20.62	\$21.12	\$21.42	\$21.92	\$22.42
6	\$23.52	\$24.13	\$24.63	\$24.93	\$25.43	\$25.93

Pay Range 1 Classifications: Center Driver; Medical Driver; Cook

Pay Range 2 Classifications: Nutrition Driver

Pay Range 3 Classifications: Unit Support Worker Floater; Consumer Service Representative; Dispatcher/Scheduler

Pay Range 4 Classifications: Senior Center Coordinator, Fiscal Clerk

Pay Range 5 Classifications: Administrative Assistant

Pay Range 6 Classifications: Case Managers

\$0.50 supplement for using CDL

\$0.50 supplement for driving handicap van

(New hires advance from Step A to Step B on successful completion of probation and to succeeding steps on the anniversary dates of completion of probation. See wage article for details.)

A current employee that is in a step that is not the maximum for his or her pay range shall progress to the next step on his or her current schedule as described above and in Wage Article 31, until reaching the maximum step in the pay range for his or her classification – provided that if he or she is promoted, laid off, etc., the applicable provisions of Article 31 shall apply.

Upon roll call the votes was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:02 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Attorneys Kathleen Minahan and Brian Butcher (via phone), pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:20 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:20 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are no motions to be considered at this time.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:20 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Cindy Stock, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:45 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:45 a.m.
Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are two motions to be considered.

IN THE MATTER OF APPROVING THE PROMOTION OF CHAD SUTTON FROM FULL-TIME MECHANIC DISTRIBUTION MAINTENANCE TO FULL-TIME ASSISTANT DISTRIBUTION MANAGER/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the promotion of Chad Sutton from full-time Mechanic/Distribution Maintenance to full-time Assistant Distribution Manager at the Belmont County Water and Sewer District, effective April 4, 2022 at pay grade 11, minimum step.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF KYLIE TUSTIN, FULL-TIME LPN/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Kylie Tustin, full-time Licensed Practical Nurse at the Belmont County Jail, effective April 6, 2022.

Upon roll call the vote was as follows:

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

Recess until Road Improvement 1185 viewing.

IN THE MATTER OF THE DEDICATION OF OTTO ROAD EXTENSION YORK TWP. SEC. 35, T-4, R-3/RD IMP 1185

Office of County Commissioners
Belmont County, Ohio

Journal Entry--Order Upon view of Proposed Improvement

**ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 30th day of March, 2022, at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Dutton
Mr. Echemann

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, On the 30th day of March, 2022, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 6th day of April, 2022 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Dutton seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>

Adopted March 30, 2022

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
2. Strike out the clause from "and feet," if a road is not to be located or established

Reconvened Friday, April 1, 2022 at 11:20 a.m. Present: Commissioner Meyer and Commissioner Dutton (via phone). Commissioner Echemann (via phone) joined at 11:07 a.m.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:20 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:25 A.M.

March 30, 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:25 a.m.
Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is one motion to be considered.

**IN THE MATTER OF APPROVING CHANGE OF STATUS
FOR MICHAEL KNOX FROM INTERIM HEAD REGISTERED
NURSE AT BELMONT COUNTY JAIL TO REGISTERED NURSE**

Motion made by Mr. Meyer, seconded by Mr. Dutton to change the status of Michael Knox from Interim Head Registered Nurse at the Belmont County Jail to Registered Nurse, effective April 4, 2022.

Note: Mr. Knox will move back to pay grade 13, minimum step. The new Head RN will start Monday, April 4, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:26 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 11:26 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of April, 2022.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Commissioner Josh Meyer – Absent_____

We, J. P. Dutton and Bonnie Zuzak, Vice-President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/_____ VICE-PRESIDENT

Bonnie Zuzak /s/_____ CLERK