

St. Clairsville, Ohio

March 19, 2025

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

IN THE TOTAL AMOUNT OF \$681,745.63

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S59.000 Fuel & Utilities	E-8010-S030-S64.012 Equipment	\$5,945.80

S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S01.002 Salaries	\$870.79
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S03.003 PERS	\$335.76
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S02.005 Medicare	\$60.00
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S03.003 PERS	\$300.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

L01 SOIL CONSERVATION FUND AND L05 WATERSHED COORDINATOR FUND/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L11.003 PERS	R-1815-L005-L05.574 Transfers In	\$2,000.00

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	\$116,041.80

P53 SANITARY SEWER DISTRICT FUND AND N14 SSD CAPITAL IMPROVEMENTS/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9014-N014-N07.574 Transfers In	\$39,155.04

T10 WATER & SEWER GUARANTEE DEPOSIT AND P05 WATER WORKS FUND/BCWSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$1,373.73

T10 WATER & SEWER GUARANTEE DEPOSIT AND P53 SANITARY SEWER DISTRICT FUNDS/BCWSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$525.15

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,472.06

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 07, 2025****

H10 CHILD SUPPORT ENFORCEMENT ADM/BCDJFS

E-2760-H010-H02.000	Travel	\$1,000.00
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****MARCH 18, 2025****

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,472.06
E-0131-A006-A04.002	Salaries-Road	\$1,800.00
E-0151-A002-F09.000	Other Expenses	\$1,190.48

E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$17,452.64
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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L05 WATERSHED COORDINATOR FUND/BSWCD

E-1815-L005-L15.006	Hospitalization	\$2,000.00
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M60 CARE AND CUSTODY/JUVENILE COURT

E-0400-M060-M25.002	Salaries C-CAP	\$50,331.89
E-0400-M060-M26.003	PERS C-CAP	\$3,000.00
E-0400-M060-M27.005	Medicare	\$1,000.00
E-0400-M060-M80.002	Salaries Diversion	\$2,000.00
E-0400-M060-M81.003	PERS Diversion	\$400.00
E-0400-M060-M82.005	Medicare Diversion	\$300.00

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$52,780.00
E-8010-S030-S54.000	Food	\$10,223.20

S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$446.29
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W20 LAW LIBRARY

E-9720-W020-W02.002	Salary	\$3,000.00
E-9720-W020-W05.005	Medicare	\$200.00
E-9720-W020-W07.010	Supplies	\$4,798.17

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$2,472.06
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W98 CEBCO WELLNESS GRANT

E-1498-W098-W24.000	2025 Expenses	\$12,550.00
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$301,378.99
E-9801-Y001-Y03.000	Township-Permissive Tax	\$66,335.75
E-9801-Y001-Y05.000	Pease Township	\$2,660.00
E-9801-Y001-Y06.000	Goshen Township	\$1,068.00
E-9801-Y001-Y07.000	Warren Township	\$3,373.50
E-9801-Y001-Y08.000	Pultney Township	\$3,672.00
E-9801-Y001-Y09.000	Flushing Township	\$508.00
E-9801-Y001-Y10.000	Colerain Township	\$1,213.50
E-9801-Y001-Y11.000	Kirkwood Township	\$712.50
E-9801-Y001-Y12.000	Mead Township	\$775.50
E-9801-Y001-Y13.000	Richland Township	\$2,073.00
E-9801-Y001-Y14.000	Smith Township	\$447.00
E-9801-Y001-Y15.000	Somerset Township	\$309.00
E-9801-Y001-Y16.000	Union Township	\$874.50
E-9801-Y001-Y17.000	Washington Township	\$228.00
E-9801-Y001-Y18.000	Wayne Township	\$204.00
E-9801-Y001-Y19.000	Wheeling Township	\$486.00
E-9801-Y001-Y20.000	York Township	\$223.50

Y41 INDIGENT APPLICATION FEES/AUDITOR

E-9841-Y041-Y01.000	Remit to State	\$336.96
E-9841-Y041-Y02.000	Remit to County	\$1,347.84

Y42 RECOUPMENT FEES INDIGENT/AUDITOR

E-9842-Y042-Y01.000	Remit to State	\$150.00
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Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.

W98 CEBCO WELLNESS GRANT FUND-\$8,550.00 paid into R-1498-W098-W25.501, Grant-2025 on 03/12/2025. *2025 CEBCO Wellness Grant Funds-1st half.

W98 CEBCO WELLNESS GRANT FUND-\$4,000.00 paid into R-1498-W098-W25.501, Grant-2025 on 03/12/2025. *2025 Administrative Grant Funds.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

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

DJFS-David Williamson to Cambridge, OH, on April 16, 2025, to attend the TPOC Info Session. Estimated expenses: \$108.80.
RECORDER-Jason Garczyk to Dublin, OH, on April 24-25, 2025, to attend the Ohio Recorders’ Association’s Spring Conference.
SSOBC-Leslie Thompson and senior center employees to Cambridge, OH, on May 8, 2025, to attend the Older Adult Extravaganza at the Pritchard Laughlin Center. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 12, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADVERTISING FOR BIDS FOR
THE SARGUS JUVENILE CENTER GIRLS RESTROOM/SHOWER REMODEL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to advertise for bids for the Sargus Juvenile Center Girls Restroom/Shower remodel and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**BELMONT COUNTY COMMISSION
ST. CLAIRSVILLE, OHIO
Restroom/Shower Remodel
Sargus Juvenile Center
68131 Hammond Rd.**

St. Clairsville, OH 43950
NOTICE TO BIDDERS

Sealed bids for the upgrade and remodeling of the existing restroom and showers of the above-referenced location will be received by the Belmont County Commission at the office of the Commission at 101 West Main Street, St. Clairsville, Ohio 43950, until 11:30 a.m. (local time) on Wednesday April 9, 2025, at which time the bids received will be opened and publicly read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners’ office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday. If any questions call the Sargus Juvenile Center Executive Director D.J. Watson at 740-695-9750.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C . –OR–
- A certified check, cashiers’ check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio
Bonnie Zuzak /s/
Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays, March 25 and April 1, 2025

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton said Sargus is a joint effort between Belmont and Harrison Counties. Monroe and Guernsey Counties have used space in the past.

OPEN PUBLIC FORUM-

Richard Hord, Martins Ferry, asked for comments on the closing of East Ohio Regional Hospital. Mr. Dutton said, “It’s a very disappointing situation and is very challenging. We hope that the ship can be righted, obviously, but it does seem like it’s very difficult at this point. There is a need for that facility to be open, I do know that much. We stand ready to assist any way that we can. But at this time, there’s very limited ways that our board really can be helpful in this situation but to just stand ready and if the opportunity arises, we will be there to have those discussions.” Mr. Gianangeli said he has become aware that WVU Medicine is willing to interview staff and provide displaced workers with jobs.

Mr. Hord also asked for comments on the state budget cuts and the impact on residents of Belmont County. Mr. Dutton said there has not been any indications yet that has come across their desk that it will impact any services that they are responsible for. Jeff Felton, DJFS Director, said the state budget is closer to being approved. He said one of their concerns is the trigger language for the Medicaid population. This will affect over 4,500 hundred individuals. There are some Medicaid incentives, but you can’t budget on the basis of incentives. Mr. Felton said on the Child Welfare side the Governor’s budget includes an additional \$25 million in allocation the first year and \$15 million the second year. There has not been any increased funding since around 2008 and 2016. He credited his staff on their timeliness and accuracy. He said the big fear is the child care cost increase.

RECESS

11:00 Agenda Item: Bid Opening-Engineer’s Project 24-4 BEL-CR5 Asphalt Resurfacing
IN THE MATTER OF BID OPENING FOR ENGINEER’S
PROJECT 24-4 BEL-CR5-27.22/30.20 ASPHALT RESURFACING

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 24-4 BEL-CR5-27.22/30.20 Asphalt Resurfacing the proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
NLS Paving Incorporated 67925 Bayberry Suite B St. Clairsville, OH 43950	X	\$549,055.00
Cast and Baker 2214 Washington Road Canonsburg, PA 15317	X	\$599,699.50
Shelly and Sands P.O. Box 66 Rayland, OH 43943	X	\$522,588.50

Engineer’s Estimate: \$509,408.61
Present: Belmont County Engineer Terry Lively, Sam Haverty, Shelly and Sands and Dave Lash, Cast and Baker.
Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s **Project 24-4 BEL-CR5 (Crescent Road) Asphalt Resurfacing** to Belmont County Engineer Terry Lively for review and recommendation.

Mr. Lively said the cost of this project will be covered by a Shale & Oil grant.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:34 A.M.

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

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:48 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:48 p.m.
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Gianangeli Yes

Mr. Dutton said as a result of executive session there is one motion to be considered at this time.

IN THE MATTER OF RESOLUTION APPROVING TENTATIVE AGREEMENTAND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF BELMONT, OHIO BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (SENIOR SERVICES) AND AFSCME, LOCAL 3678

Motion made by Mr. Dutton, second by Mr. Echemann to adopt the following:

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

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached by the parties in successor negotiations 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 by the parties in the successor agreement 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 referenced collective bargaining agreement on behalf of the Employer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 19th day of March, 2025.

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

**AGREEMENT
BETWEEN
THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
AMERICAN FEDERATION OF
STATE, COUNTY, & MUNICIPAL
EMPLOYEES, LOCAL 3678
(SENIOR SERVICES)
Effective through March 31, 2028
TABLE OF CONTENTS**

Article		Page
1	Preamble and Purpose	1
2	Union Recognition	1
3	Union Security and Dues Deduction	2
4	Union Representation	4
5	Management Rights.....	5
6	No Strike or Lockout.....	6
7	Non-discrimination.....	7
8	Grievance Procedure	7
9	Discipline.....	10
10	Labor Management Meetings.....	12
11	Probation Periods	12
12	Job Descriptions	13
13	Vacancies and Promotions.....	13
14	Temporary Transfers.....	15
15	Layoff and Recall	15
16	Union Leave	16
17	Bulletin Boards.....	16
18	Break Periods	17
19	Bargaining Unit Work	18
20	Paid Leaves.....	18
21	Bereavement Leave	21
22	Inclement Weather	21
23	Leaves of Absence	21
24	Hours of Work and Overtime	22
25	Travel Allowance.....	23
26	Vacation	24
27	Holidays.....	24
28	Health and Safety	25
29	Successor Agreement	25
30	Insurances	25
31	Wages	26
32	Seniority	26
33	Severability.....	28
34	Waiver in Case of Emergency	28
35	Duration of Agreement.....	28
	Signature Page	29
Appendix A	Wage Tables for Senior Services CBA.....	30
Appendix B	Grievance Form.....	33
Appendix C	Job Bid Form	34
	MOU – Footwear.....	36
	MOU – Position Descriptions	37

**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 Assistants, Non-Emergency Medical Drivers, Nutrition Drivers; Nutrition Lead; Senior Center Coordinator; 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; Quality Assurance Administrator; Nutrition Administrator; Senior Center Outreach Administrator; and employees represented in other bargaining units.”

The incumbent Unit Support Worker shall be reclassified as Nutrition Driver and the USW will be abolished.

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.

Subject to the approval and authorization of the Belmont County Auditor, all deductions shall be deposited via electronic ACH transfers payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union’s account. It is the Union’s responsibility to notify the Employer in writing of any change to the Union’s account information.

Upon request to the Director, a list of bargaining unit members shall be provided quarterly.

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 reinstitutes 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.

Section 4.06. A Union representative shall be given the opportunity to meet with any new hire for up to one (1) hour within the new hires first ten (10) days of employment.

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 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 twenty (120) 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 sixty (60) 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 notify the Union prior to posting the position. 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. Seniority
- B. Work Experience
- C. Education
- D. Employee’s attendance, performance, and disciplinary records

Seniority, Work Experience, Education, and Employee’s current attendance, performance and disciplinary record are weighed equally in determining which employee is awarded a job. If an employee occupies the same position in a part-time status, he or she shall have the priority over A through D.

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.

An employee may be subject to a skills test to prove the employee meets the qualifications of the position.

In the event of a tie, 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 within thirty (30) calendar days.

Section 13.04. In order to bid on any Case Manager position, an employee must provide proof of meeting the requirements of the Ohio Administrative Code.

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 a position that has a specific assignment (e.g., Center Coordinator, Center Assistant, Nutrition Driver), an eligible employee currently in the same classification 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 seniority. Approval of such requests remains at the discretion of the Employer.

ARTICLE 14

TEMPORARY TRANSFERS

Section 14.01. If a temporary transfer becomes necessary for the efficient operation of the agency, the Employer and the Union will meet to confer the best course of action and duration of the temporary transfer.

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 60-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 shall be authorized up to ten (10) days combined of authorized paid leave with two weeks notice per year for the purpose of Union educational classes or to attend Union related off-site functions and conferences. For contract negotiations the Union will be allowed up to four (4) members and an AFSCME OC8 staff member to attend negotiations without a loss of pay.

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 (.0575 per hour) 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. If the employee works during the week and takes leave during the week, the Employer may pay the employee only for the amount of leave that would bring the employee up to his or her regular hours of work, but may only charge the employee for the amount of leave time so paid, as is the current practice. However, the Employer will not reduce the number of hours *actually worked* by the employee to the normal hours of work per week and credit sick leave or vacation as an offset for those hours; rather the Employer will pay employee for the hours actually worked.
- 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 five (5) 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.
- C. Part-Time employees will be paid for the number of hours they were scheduled to work that day (e.g., if an employee is scheduled to work 5.5 hours, the employee will receive 5.5 hours of pay).

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.

Section 20.05 Vacation Leave

- A. 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	4.05 Hours
After fifteen (15) years	Four (4) weeks vacation	5.4 Hours
After twenty-five (25) years	Five (5) weeks vacation	6.7 Hours

- B. 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.
- C. All vacation scheduling is subject to prior approval of the Director. Requests for vacation should be submitted in a timely manner as defined by the Administrator of each department.
- D. No vacation leave shall be carried over for more than three (3) years.
- E. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

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

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. If the Director decides to cancel or close services within a department, the employee shall receive pay for the employee's normal day.

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.

B.

C.

called for jury duty;
subpoenaed as a witness in a case in which he is not a party;
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. Part-time work shall be less than an average of thirty (30) hours per work week with no guarantee of hours. Descheduling shall not be used as a form of discipline. Employees with positions that primarily require them to drive 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:

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.

B.

C.

Variable starting and ending times;
Compressed work weeks, such as three nine-hour days and an eight-hour day;
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,

D.

1.

Mileage: Employees required to use their privately owned vehicles shall be reimbursed in accordance with the IRS maximum allowance deduction for mileage.
Meals
Meal reimbursement up to \$50.00, with itemized receipts, will be allowed when travel is required.

Section 25.03. The following items shall not be reimbursed:

A.

B.

C.

D.

E.

F.

Alcoholic beverages
Laundry and dry cleaning
Room service charges
Expenses of a spouse traveling with an employee
Tips above 15%
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
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

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.

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. An employee not in active pay status the workday prior to and following a holiday shall not be entitled to holiday pay.

Section 27.05. If Christmas Eve falls on Monday through Friday employees shall be entitled to pay for the holiday. However, if Christmas Eve falls on a Saturday or Sunday employee shall not be entitled to pay for the holiday.

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.

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 to the hourly rates outlined in Appendix A beginning of the pay period that follows April 1, 2025; and again by three percent (3%) per hour as of the beginning of the pay period that follows April 1, 2026, and again by three percent (3%) per hour as of the beginning of the pay period that follows April 1, 2027, 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 the probationary rate of the pay range.

Employees will progress through the wage scale in accordance with agency seniority.

C. 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 employees’ hire date or re-employment date following a break in service.

Any employee hired before 08/22/2011 by another Belmont County Agency operating Senior Services will be grandfathered in with the employee’s original Belmont Senior Services hire date for the purposes of seniority calculations.

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, 2028.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 19th day of March , 2025.

FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

FOR AFSCME:

J. P. Dutton /s/
J.P. Dutton, President
Jerry Echemann /s/
Jerry Echemann, Vice President
Vince Gianangeli /s/
Vince Gianangeli, Commissioner

AFSCME Representative

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Lisa Kazmirski, SSOBC Executive Director
APPROVED AS TO FORM:
Jacob Manning /s/
Jacob Manning, Assistant County Prosecutor

APPENDIX A

Wage Tables for Senior Services CBA

		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
Case Manager	2025	\$24.63	\$25.37	\$26.64	\$27.97
	2026	\$25.37	\$26.13	\$27.44	\$28.81
	2027	\$26.13	\$26.91	\$28.26	\$29.67

		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
Fiscal Clerk	2025	\$19.00	\$19.57	\$20.55	\$21.58
	2026	\$19.57	\$20.16	\$21.16	\$22.22
	2027	\$20.16	\$20.76	\$21.80	\$22.89

		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
Administrative Assistant	2025	\$19.00	\$19.57	\$20.55	\$21.58
	2026	\$19.57	\$20.16	\$21.16	\$22.22
	2027	\$20.16	\$20.76	\$21.80	\$22.89

		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
	2025	\$19.00	\$19.57	\$20.55	\$21.58

Consumer Service Rep	2026	\$19.57	\$20.16	\$21.16	\$22.22
	2027	\$20.16	\$20.76	\$21.80	\$22.89

Nutrition Lead		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
	2025	\$19.00	\$19.57	\$20.55	\$21.58
	2026	\$19.57	\$20.16	\$21.16	\$22.22
	2027	\$20.16	\$20.76	\$21.80	\$22.89

Center Coordinator		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
	2025	\$18.00	\$18.54	\$19.47	\$20.44
	2026	\$18.54	\$19.10	\$20.05	\$21.05
	2027	\$19.10	\$19.67	\$20.65	\$21.69

Nutrition Driver		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
	2025	\$18.00	\$18.54	\$19.47	\$20.44
	2026	\$18.54	\$19.10	\$20.05	\$21.05
	2027	\$19.10	\$19.67	\$20.65	\$21.69

Cook		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
	2025	\$17.33	\$17.85	\$18.74	\$19.68
	2026	\$17.85	\$18.39	\$19.30	\$20.27
	2027	\$18.39	\$18.94	\$19.88	\$20.88

Center Assistant		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
	2025	\$17.33	\$17.85	\$18.74	\$19.68
	2026	\$17.85	\$18.39	\$19.30	\$20.27
	2027	\$18.39	\$18.94	\$19.88	\$20.88

Dispatcher/Scheduler		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
	2025	\$17.06	\$17.57	\$18.45	\$19.37
	2026	\$17.57	\$18.10	\$19.00	\$19.95
	2027	\$18.10	\$18.64	\$19.57	\$20.55

Medical Driver		Probation	Successful Completion of Probation	3 Yrs After Completion of Probation	6 Yrs After Completion of Probation
	2025	\$16.50	\$17.00	\$17.84	\$18.74
	2026	\$17.00	\$17.50	\$18.38	\$19.30

	2027	\$17.50	\$18.03	\$18.93	\$19.88
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\$0.50 supplement for using CDL

Any employee who does not receive a minimum of a three percent (3%) increase on the new scale shall be placed in the “3 Yrs After Completion of Probation” rate effective the beginning of the pay period that follows April 1, 2025.

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 vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:49 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:49 p.m.
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Read, approved and signed this 26th day of March, 2025.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Vince Gianangeli /s/_____

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

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK