

St. Clairsville, Ohio

May 15, 2013

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Kathy Marino, Assistant 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 ALLOWANCE OF BILLS**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Crystal Springs	Water-Treasurer/General Fund	43.20
A-Draft-Co.	Fire District Mapping-GIS Projects/General Fund	1,500.00
A-MOS Office Systems	Typewriter repair-Prosecutor/General Fund	150.00
A-Redwood Toxicology	Drug testing/General Fund	3,016.81
A-Robert L. Wallace	Travel-Spring Conference-Veterans/General Fund	326.09
A-Robert W. Quirk	Mileage reimbursement-Public Defender/General Fund	108.90
A-Verizon Wireless	Cell plan/General Fund	189.48
A-Whiteside	Service on 2009 Impala-Adult Probation/General Fund	649.57
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	218.20
B-Crossroads Counseling	Court -ordered counseling/Indigent Drivers Alcohol Fund	298.07
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	454.98
N-Fields Excavating, Inc.	Projects/Neffs Sanitary Sewer Project Fund	50,000.00
O-Bank of New York Trust Co.	Interest/Bond Retire-East Div. Bldg. Fund	18,828.75
O-Bank of New York Trust Co.	Interest/Bond Retire-Sat. Bldg. Fund	24,960.63
O-Bank of New York Trust Co.	Interest/Bond Retire-Jail Constr. Fund	35,371.87
O-Huntington National Bank	Interest/Bond Retirement-Force Main Ext. Proj. Fund	72,771.87
O-Huntington National Bank	Interest/Bond Retire-Jail Constr. Fund	19,125.00
O-U.S. Bank	Interest/Bond Retire-Jail Constr. Fund	2,800.00
P-American Electric Power	Services/SSD#2 Revenue Fund	1,006.83
P-American Electric Power	Services/BCSSD Funds	33,501.64
P-Cintas Corp.	Supplies/BCSSD Funds	102.70
P-Dell Computer Corp.	Equipment/BCSSD Funds	1,226.06
P-HD Supply Waterworks, Ltd.	Equipment/BCSSD Funds	12,301.31
P-Jo Stiles	Reimburse travel expenses/BCSSD Funds	85.50
P-Zep Manufacturing Co.	Supplies/WWS#3 Revenue Fund	380.09
S-Apple, Inc.	New computer/Western Div. Ct. Computer Fund	1,582.00
S-Comcast	Internet/Clerk of Courts Computer Fund	167.00
S-Crystal Springs	Water/Certificate of Title Admn Fund	47.35
S-Glynis Valenti	Services/Port Authority Fund	600.00
S-MOS	Toner/Northern Ct. General Special Projects Fund	34.95
S-Staples Credit Plan	Supplies & materials/Oakview Juvenile Residential Center Fund	204.35

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for May 15, 2013 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$21,770.26; \$32,620.69; \$2,396.70
A-GENERAL/AUDITOR	\$636.63
A-GENERAL/CHEST CLINIC	\$323.92
A-GENERAL/JUVENILE COURT	\$21.97
A-GENERAL/RECORDER	\$482.43
A-GENERAL/PROBATE	\$341.19
A-GENERAL/SHERIFF	\$3,254.30
A-GENERAL/911	\$3,348.54
B-Dog Kennel	\$287.73
B-Juvenile Indigent Driver Alcohol Treatment	\$549.25
C-Indigent Guardianship Fund	\$300.00
E-911	\$681.23
H-Job & Family, Public Assistance	\$562.92; \$1,990.70; \$134,616.83
H-Job & Family, WIA	\$84,615.89; \$21,894.04
J-Real Estate Assessment	\$75,566.16
K-Engineer MVGT	\$2,157.10; \$24,248.72; \$12,105.58
M-Juvenile Ct. - Care & Custody	\$443.50
M-Juvenile Ct. - Title IV-E Reimb.	\$1,074.52
P-Oakview Admn Bldg.	\$115.29
P-Sanitary Sewer District	\$26,619.90; \$1,331.77; \$11,700.00; \$13,457.34; \$7,967.88; \$9,433.09; \$2,042.02; \$39,862.47; \$14,590.91
S-Eastern Ct. General Special Projects	\$103.20
S-District Detention Home	\$6,384.37
S-Job & Family, Children Services	\$53,051.83; \$2,228.92
S-Job & Family, Senior Program	\$25,550.93; \$13,568.28
S-Juvenile Ct. Computer Fund	\$80.95
S-Oakview Juvenile Residential Center	\$7,213.57
S-Sheriff CCW	\$6,678.00
S-Sheriff Commissary	\$1,320.45
S-Western Ct. General Special Projects	\$380.00; \$429.86

T-CDBG Escrow Account \$95,001.00  
 T-Sanitary Sewer District \$563.22; \$144.14  
 U-Sheriff Reserve Account \$2,416.43

Upon roll call the vote was as follows:

Mrs. Favede Yes  
 Mr. Coffland Yes  
 Mr. Probst Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within the following funds:

**BCDJFS/ VARIOUS PUBLIC ASSISTANCE H00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H02.010 Supplies	E-2510-H000-H03.012 Equipment	\$100,000.00
E-2510-H000-H02.010 Supplies	E-2510-H000-H17.000 Other Expenses	\$100,000.00
E-2510-H000-H04.000 Contracts-Repair	E-2510-H000-H07.000 Purchase of Services	\$200,000.00
E-2510-H000-H08.004 Work. Comp.	E-2510-H000-H07.000 Purchase of Services	\$ 800.62
E-2510-H000-H13.004 Work. Comp.	E-2510-H000-H07.000 Purchase of Services	\$ 31,131.28

**BELMONT COUNTY SSD/#3A REVENUE (PENWOOD) FUND P55**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3706-P055-P02.010 Supplies	E-3706-P055-P05.000 Materials	\$500.00

**BCDJFS/CHILDREN SERVICES FUND S17**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2765-S017-S24.000 Medical Asst.	E-2765-S017-S31.000 Other Expenses	\$30,000.00

**OAKVIEW JUVENILE/REHABILITATION FUND S30**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S30-S58.000 Communications	E-8010-S30-S56.000 Motor Vehicles	\$1,000.00

**BEL. CO. ADULT PROBATION/COMM. BASED CORRECTIONS ACT GRANT S77**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1520-S077-S01.002 Salaries	E-1520-S077-S05.004 Work. Comp.	\$97.50

**BEL. CO. EASTERN COURT/COMPUTER FUND S84**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1570-S084-S07.000 Computer Fund Other Exp.	E-1570-S084-S12.004 Computer Worker's Comp	\$366.55

Upon roll call the vote was as follows:

Mr. Coffland Yes  
 Mr. Probst Yes  
 Mrs. Favede Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 15, 2013, 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 or order.

Upon roll call the vote was as follows:

Mr. Probst Yes  
 Mr. Coffland Yes  
 Mrs. Favede Yes

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

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

**COMMISSIONERS** – Christine Palmer, Human Resources Manager and Jack Regis, Facilities Manager to travel to Columbus, OH, on May 23, 2013, to attend the CCAO Workers' Comp Group Retro Plan Meeting.

**DJFS** – Vincent Gianangeli to travel to Columbus, OH, on May 15-16, 2013, to attend ODJFS Director's Conference. Estimated expenses: \$357.50. Michael McBride to travel to Moundsville, WV, on May 10, 2013, for a Powhatan Senior Center outing. Beth Pollock to travel to Columbus, OH, on August 12-14, 2013, to attend Case Intake Training. Beth Pollock to travel to Columbus, OH, on August 19-20, 2013, to attend Case Management Training. Estimated expenses: \$610.96

Upon roll call the vote was as follows:

Mr. Probst Yes  
 Mr. Coffland Yes  
 Mrs. Favede Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 23, 2013.

Upon roll call the vote was as follows:

Mrs. Favede Yes  
 Mr. Coffland Yes  
 Mr. Probst Yes

**IN THE MATTER OF APPOINTING H. KIRK GLASGOW TO THE BELMONT-HARRISON JUVENILE DISTRICT BOARD OF TRUSTEES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Mr. H. Kirk Glasgow to the Belmont-Harrison Juvenile District Board of Trustees for a two-year term effective March 31, 2013 through March 30, 2015, based upon the approval and recommendation of Judge Mark Costine, Belmont County Juvenile Court pursuant to O.R.C. 2152.44.

**Note: Subsequently, this appointment will be for a five-year term as set forth in the statute which calls for staggered terms.**

Upon roll call the vote was as follows:

Mrs. Favede Yes  
 Mr. Coffland Yes  
 Mr. Probst Yes

**IN THE MATTER OF ADOPTING A RESOLUTION REQUESTING THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO MODIFY THE PRESENT SPEED LIMIT ON COUNTY ROAD 4 (COLERAIN PIKE)**

The Board of Commissioners of Belmont County, Ohio met in regular session on the 15th day of May, 2013 with the following members present:

Ginny Favede, President

Matt Coffland

Charles R. Probst, Jr.

Mrs. Favede moved the adoption of the following:

**A RESOLUTION REQUESTING THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO MODIFY THE PRESENT SPEED LIMIT ON COUNTY ROAD 4 (COLERAIN PIKE)**

**WHEREAS**, a request has been made to this Board that the statutory vehicular speed limit established by Section 4511.21, Revised Code of Ohio is greater than that considered reasonable and safe on County Road 4 (from US 250 proceeding east 3.54 miles along CR 4 to SR 647), and

**WHEREAS**, this Board has caused to be made an engineering and traffic investigation upon the section of road described above, and

**WHEREAS**, it is the belief of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is unrealistic.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Belmont County Commissioners of Belmont County, Ohio that:

Section 1, By virtue of the provisions of Section 4511.21, Revised Code of Ohio the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit on County Road 4, (from US 250 proceeding east 3.54 miles along CR 4 to SR 647), in Belmont County, Ohio.

Section 2, That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1 hereof, standard signs, properly posted and giving notice thereof will be erected.

Mr. Coffland seconded the foregoing Resolution.

A Calling of the roll resulted as follows:

BELMONT COUNTY COMMISSIONERS

Mrs. Favede, Yes

Mr. Coffland, Yes

Mr. Probst, Yes

**IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S PROJECT 13-2, BEL-CR28A & B SIGNAL IMPROVEMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 13-2, BEL-CR28A & B Signal Improvement, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

***NOTICE TO BIDDERS***

***BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950***

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950 until **10:30 A.M.** (Local time), **June 12, 2013 for furnishing all labor, materials and equipment** for the Belmont County Engineer, for the following project: **PROJECT 13-2 BEL-CR28A & B SIGNAL IMPROVEMENT**, then at said office publicly opened and 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.

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, cashier's check or letter of credit in accordance with Section 153.54 © O.R.C. in an amount equal to 10% of the bid.

If the Bond submitted is a combination bid/performance bond, both the Belmont County Commissioners and the Ohio Department of Transportation shall be listed as obligees.

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. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. The owner intends and requires that this project must be completed within 180 calendar days after work begins. Contractor's compliance with the federal equal employment opportunity and the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required. Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio as determined by the Secretary of Labor in accordance with Federal-aid requirements.

Said Contract will be let to the lowest and best responsible bidder, in accordance with Attachment 1 "Bid Documents Belmont County Commission."

"The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received.

Any award made by the Commission, will be to the Contractor with the lowest bid who submits proof that he is currently prequalified by ODOT in Work Types included in this project.

By the order of the Board of County Commissioners  
of Belmont County, Ohio.

Kathy Marino /s/

Kathy Marino, Assistant Clerk

Times Leader Advertisement: Three (3) Tuesdays: May 21, 2013; May 28, 2013 and June 4, 2013

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,797,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING SANITARY SEWER IMPROVEMENTS IN BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, INCLUDING (A) THE EXIT 215 SEWER LINE PROJECT, (B) THE VILLAGE OF BELMONT PUMP STATION AND FORCED MAIN PROJECT, AND (C) THE VILLAGE OF MORRISTOWN PUMP STATION PROJECT.**

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 10:00 o'clock a.m., on May 15, 2013, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,797,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING SANITARY SEWER IMPROVEMENTS IN BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, INCLUDING (A) THE EXIT 215 SEWER LINE PROJECT, (B) THE VILLAGE OF BELMONT PUMP STATION AND FORCED MAIN PROJECT, AND (C) THE VILLAGE OF MORRISTOWN PUMP STATION PROJECT.**

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, including (a) the Exit 215 sewer line project, (b) the Village of Belmont pump station and forced main project, and (c) the Village of Morristown pump station project (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty-seven (37) years, and of notes to be issued in anticipation thereof is seventeen (17) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's sanitary sewer system in Belmont County Sanitary Sewer District No. 2 and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$1,798,000 are about to mature and should be renewed in the principal amount of \$1,797,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$1,797,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately June 1, 2014, shall bear interest at the rate of approximately nine per cent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$1,797,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Seventh (2013) Renewal".

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, and may bear the County Auditor's seal, provided that all but one of such signatures, and such seal, may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions

of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

The Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b) of the Code and not already deemed so designated. It is hereby found and determined that the reasonably anticipated amount of tax-exempt obligations (whether or not designated as qualified) issued and to be issued by the County during 2013 including the Notes does not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such additional actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during 2013 and with respect to such other matters as appropriate under the Code, and the County hereby represents and covenants that the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose during 2013 will not exceed \$10,000,000.

SECTION 10. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the Clerk of this Board of County Commissioners, acting as the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

Mr. Coffland seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mrs. Favede Mr. Coffland Mr. Probst

NAYS:

**ADOPTED, this 15th day of May, 2013.**

Jayne Long /s/  
Clerk  
Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF APPROVING THE HIRING  
OF LEANDRA REED AS A SUMMER STUDENT  
FOR THE BELMONT CO. SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Leandra Reed as a summer student for the Belmont County Sanitary Sewer District at the rate of \$7.85 per hour, effective June 3, 2013, to be paid by the District.

Upon roll call the vote was as follows:

Mrs. Favede Yes  
Mr. Coffland Yes  
Mr. Probst Yes

**IN THE MATTER OF ADOPTING UNIVERSAL RESOLUTION  
CONDEMNING PATRIOT COAL, PEABODY ENERGY AND ARCH COAL  
FOR THEIR CORPORATE GREED**

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the Universal Resolution Condemning Patriot Coal, Peabody Energy and Arch Coal for Their Corporate Greed.

**DISCUSSION HELD** – Commissioner Probst stated: This is another example of how people work 30-35-40-45 years of their life helping corporations build their corporations and then this is the treatment that they in turn receive. It's a sad day when people do that. They should be able to retire with respect and dignity and know that their health care and their pensions are secure once they retire after committing pretty much all of their adult life to the corporations they served. It seems this goes on and on that these big corporations merge with other corporations or form other corporations and that is the way get out of these legacy costs or healthcare and retirement costs. The big picture beyond all of that is if these health care and pension costs are taken away, that takes money from our communities too. This is less disposable income that they have to spend to do what they want to after they retire. This was important to the Commissioners to bring this to the forefront today. UMWA International asked us to do this and we were happy to.

Mr. Coffland stated: It's corporate greed at its finest. It's morally wrong to the bone. If this country allows corporate America go down this path, we're all in trouble. Bad business.

***UNIVERSAL RESOLUTION CONDEMNING  
PATRIOT COAL, PEABODY ENERGY AND ARCH COAL  
FOR THEIR CORPORATE GREED***

**WHEREAS**, the United Mine Workers of America has secured health care and pension for retired coal miners, and widows, through decades of collective bargaining; and

**WHEREAS**, Peabody's spin-off of Patriot Coal jeopardizes retiree pensions and health care via Patriot's bankruptcy action; actions taken by Arch Coal to shed itself of its promised health and retirement benefits through corporate schemes could also hurt coal retirees' pensions and healthcare; and shifting the Peabody and Arch legacy costs onto Patriot Coal, all under the direction of former Peabody and Arch executives implicates all three corporations; and

**WHEREAS**, the loss of promised health care and retirement benefits, if not addressed, could drive many local communities into a financial crisis; all coal field communities have a significant interest in fighting to maintain retiree pensions and health care for our citizens; and

**WHEREAS**, Peabody's spin-off of Patriot Coal could also result in Patriot attempting to strip away the contractual rights, wages and benefits of active workers through the bankruptcy process; and

**WHEREAS**, as engaged members of our community we, The Belmont County Commissioners, owe it to the miners and their families to join in the fight to protect and maintain the Coal Act, as well as to protect mine workers' pensions and health care from assaults by these and other coal operators.

**THEREFORE BE IT RESOLVED**, that we, The Belmont County Commissioners, publicly condemn the actions of Peabody, Arch and Patriot that jeopardize coal miners' health care and retirement security; and

**BE IT FURTHER RESOLVED**, that we, The Belmont County Commissioners, shall stand shoulder to shoulder with the UMWA International and Local Union leadership in this fight; and call upon others to assist in every means possible to prevent these corporations from stripping from active, laid off, and retired coal miners their contractual benefits and promised lifetime health care benefits.

Adopted this 15th day of May, 2013.

**BELMONT COUNTY COMMISSIONERS**

Ginny Favede /s/  
Matt Coffland /s/  
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING THE HIRING OF BRIANNA COTTAGE FOR THE TEMPORARY POSITION OF "INTERN CLERK" FOR BELMONT CO. EASTERN DIVISION COURT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Brianna Cottage for the temporary position of "Intern Clerk" for the Belmont County Eastern Division Court at the rate of \$7.85 per hour, 35 hours per week, to be paid from the court's Special Projects Fund commencing May 13, 2013, based upon the recommendation of Judge John A Vavra. Ms. Cottage will work under the direction of Co-Clerk Rosalee Ralston.

*Note: This position is expected to last through August 19, 2013*

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**DISCUSSION HELD RE: HIRING OF BRIANNA COTTAGE AT EASTERN DIVISION COURT** – Mr. Probst said he was thinking about the motion just made regarding Brianna Cottage. He asked if everything was cleared up. He said he thinks an executive session is needed. The vote has gone through. At this time Mrs. Favede moved to rescind the motion.

**IN THE MATTER OF RESCINDING THE MOTION TO APPROVE THE HIRING OF BRIANNA COTTAGE**

Motion made by Mrs. Favede, seconded by Mr. Probst to rescind the motion to approve the hiring of Brianna Cottage until further discussion can take place.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	No

**IN THE MATTER OF DESIGNATING MARK ESPOSITO, DIRECTOR OF THE BELMONT CO. SANITARY SEWER DISTRICT, TO EXECUTE THE OHIO EPA DIRECTOR'S FINAL FINDINGS & ORDERS REGARDING THE EORWA SATELLITE SEWER COLLECTION SYSTEM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to designate Mark Esposito, Director of the Belmont County Sanitary Sewer District, on behalf of the Belmont County Board of Commissioners, to execute the Ohio EPA **Director's Final Findings & Orders** regarding the Eastern Ohio Regional Wastewater Authority satellite sewer collection system.

**DISCUSSION** – Mrs. Favede stated, "That has been submitted to the Prosecutor. We are still waiting for his opinion on that document."

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM JD&E CONTRACTORS & ENGINEERS FOR THE COMMON PLEAS COURTROOM RENOVATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from JD&E Contractors & Engineers for the Common Pleas Courtroom Renovation Project in the amount of \$28,800.00 for project supervision, complete Primavera Construction Schedule, construction management and coordination and architectural services.

Jarvis, Downing & Emch,, Inc.  
200 G.C. & P. Road  
P.O. Box 6253, Wheeling, WV 26003  
Phone (304) 232-5000 Fax (304) 232-0619

www.jde-inc.com

May 6, 2013

Ms. Barbra Blake  
Belmont County Courthouse  
101 West Main Street  
St. Clairsville, OH 43950  
VIA: Email and US Mail

**RE: Belmont County Courthouse Courtroom Renovation**

Dear Ms. Blake:

JD&E proposes to provide the following services for the Courtroom Renovation project of the Belmont County Courthouse.

- 1) Supervision and On-Site Presence from 5/24/13 to 7/8/13
- 2) Complete Primavera Construction Schedule
- 3) Construction Management and Coordination Services for the entire length of the project (dates indicated above).

May 15, 2013

4) Architectural Services including Floor Plan and Finish Schedule

All for the Lump Sum of:

**TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS**

**~\$28,800.00~**

Thank you for the opportunity to quote this work. Should you have any questions, please do not hesitate to contact me at this office at Extension 118.

Very truly yours,  
JARVIS, DOWNING & EMCH, INC.  
*Jason Costello /s/*  
Jason Costello  
Project Manager

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM  
JD&E CONTRACTORS & ENGINEERS FOR THE COMMON  
PLEAS COURTROOM RENOVATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from JD&E Contractors & Engineers for the Common Pleas Courtroom Renovation Project in the amount of \$41,350.00 to provide all necessary labor, materials, tools and equipment.

Jarvis, Downing & Emch,, Inc.  
200 G.C. & P. Road  
P.O. Box 6253, Wheeling, WV 26003  
Phone (304) 232-5000 Fax (304) 232-0619

www.jde-inc.com

May 6, 2013

Ms. Barbra Blake  
Belmont County Courthouse  
101 West Main Street  
St. Clairsville, OH 43950  
VIA: Email and US Mail  
**RE: Belmont County Courthouse  
Courtroom Renovation**

Dear Ms. Blake:

We propose to provide all labor, material, tools, equipment and supervision necessary to complete the Courtroom Renovation at the Belmont County Courthouse, for the Lump Sum of:

**FORTY-ONE THOUSAND THREE HUNDRED FIFTY DOLLARS**

**~\$41,350.00~**

Our Scope of Work is as follows:

- 1) Demolition/Dumpsters
- 2) New Ceiling
- 3) Strip, Sand, Prep, Stain and Varnish Existing Railing and Benches
- 4) Install Crown Molding and Wood Base
- 5) Reinstall Refinished Railing and Benches

Thank you for the opportunity to quote this work. Should you have any questions, please do not hesitate to contact me at this office at Extension 118.

Very truly yours,  
JARVIS, DOWNING & EMCH, INC.  
*Jason Costello /s/*  
Jason Costello  
Project Manager

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**OPEN PUBLIC FORUM** – Mike Bianconi advised a 911 board meeting was held and they are still in need of a board member appointed from the Commissioners. He stated sales tax was up over \$400,000.00 this year and he asked the board to earmark it for roads and bridges. Mrs. Favede replied, “With all due respect, you know that money has to be appropriated before we can even talk about spending it. At this point the Auditor has not appropriated any additional money for us to spend.” Mr. Bianconi said, “I hear that all the time. And last year you appropriated \$1.7 million more that came in the year before. In the last 4 years it has continued going up.” He said the money is coming from sales tax and casino money. He then said, “It isn’t that it comes in and stays over in the Auditor’s office; we all know that. It doesn’t just sit over there; it comes over here. And there are additional appropriations made throughout the year.” Mrs. Favede explained, “There’s a certified amount that we budget from. There are additional monies on top of that go to pay, outside of the General Fund, that pay for the employee health insurance to the tune of well over \$5 million. So that is on top of what is appropriated and certified for us for the General Fund. There’s also money in addition to that on top of it that goes to pay bonds. As far as new monies that have been certified and given to the Commissioner’s office to be appropriated, that’s not been done.” Mr. Bianconi said he thought the Commissioners paid an additional \$600,000.00 health care coverage last year. Mrs. Favede corrected this misinformation and stated, “No; that is what we are expecting for the increase for this coming year, for 2013’s cost.” Mr. Coffland said he does not remember any additional certification last year or so far this year other than what was certified in the beginning of the year. He added, “At the end of last year we were scraping up money to pay off the bonds that were due at the end of the year to the tune of about \$800,000.00.” Mr. Probst said, “I think what you will find out is as an example, if you add everything up once you check, that there was \$2.1-\$2.2 million in carryover last year. So that is the money at the end of the year we take the money out, \$5 million for healthcare; some other monies to pay debt; and then \$500,000.00-\$600,000.00 to roll it over to run the county on for the first 2-3 months of the year.” Mr. Bianconi said he heard the Commissioners were remodeling a courtroom and that the \$60,000.00 just spent on that could have gone to the Engineer. Mrs. Favede replied, “With all due respect Mike, you understand that the Common Pleas Court is in dramatic need for an update and Judge Solovan, who has the power of court ordering this board whatever he chooses, has respectfully declined to do that and has patiently waited for years for that courtroom to be redone. A lot of it is not necessarily cosmetic as much as it is rewiring. He actually still is attached to the original transistor and actually picks up, on a frequent basis, WWVA during his court trials. And that is inappropriate for the court to be run that way. We are doing this after 4 years of him patiently waiting.” Mr. Coffland added, “Four years that he has been asking us. I don’t know how long prior to that time.” Mrs. Favede stated, “I’m concerned as to why you want to redefine where that \$60,000.00 goes, but you don’t have a problem with the \$60,000.00 in vehicles that Mr. Bennett purchased when we are in



charge of everything and we still have to adhere to the facilities of which the courts operate within.” Mrs. Favede advised, “We are responsible for the facilities that the county owns. And at some point, just like your own house, they need to be upgraded. The Judge’s courtroom has wires lying on the floor. You and I both know, that’s a safety hazard. His curtains have been there since 1976.” Mr. Bianconi then asked for a report from Senior Services. Mr. Coffland said he did check and the financials are hung up in the senior centers according to Vince Gianangeli.

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

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:50 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**DISCUSSION HELD RE: AUDITOR ANDY SUTAK SPEAKS OF COUNTY FINANCES** - Mrs. Favede said in regard to Mr. Bianconi’s statement that the county is up over \$400,000.00 in sales tax; Auditor Sutak has come to address that claim. Mr. Sutak stated the following: The county runs on a projected revenue budget. “X” amount of dollars is projected from prior years until we actually meet that number. We are up \$400,000.00 in sales tax, but again, our problem is where our excess money used to be. Our interest rates are way down. We used to bring in about \$2.3 million in interest and only bringing in now about \$600,000.00. Up in sales tax and down in interest, so that is where our cash flow is lower. The Local Government Funds that we were getting from Columbus is down about one-half million dollars. The sales tax is pretty much what is keeping us afloat. When we come close to the end of the year, we do have some excess. But what we do as a budgetary item for the county to make sure things are solidified is: 1) we need to carry over one-half million dollars for cash flow for January and February, until revenues start coming in. 2) we always put some of that excess sales tax money into our insurances because that is something we do not know how much it will go up until we get into May and June and we meet with the Insurance Committee and the underwriters. We also put money in for debt for our jail, satellite building and Eastern Division Court. If we still were getting \$2.3 million in interest, we would have extra money that we could put in for paving or other items. Back when we were getting this amount of interest, our sales tax was up too. Mr. Sutak offered to sit down with anyone who wanted to and go over figures. If we end up with more money near the end of this year after putting aside monies for insurance and to get the new year started, then it can be decided on what to do at that time.

A resident questioned why his property tax bill increased significantly. Mr. Sutak explained there are various levies on. The General Fund inside milage is 2.3 mils. Power and steel plants have shut down. We used to collect personal property tax, but there is no personal property tax now. The state has cut funds drastically and the county and townships are taking a beating. CAT tax has not been taken off. Local Government Funds are cut. Mr. Sutak hopes the oil and gas hits. We have two wells flowing towards Cadiz and two wells on the other side of Barnesville, but won’t collect taxes until 2015. The board thanked Mr. Sutak for coming over to address this issue.

**10:45 Foster Parent Month Proclamation  
Christine Parker, Jennifer Fietz, Billy Marinacci and John LaRoche/BCDJFS  
and Tricia Kanters, Foster Parent of the Year**

Mrs. Favede read the proclamation. Christine Parker thanked the board for recognizing May as Foster Parent Month. She stated Belmont County is very fortunate to have a wonderful group of foster home families. DJFS has 38 foster homes and just recently finished orientation for 12 new homes. She also wanted to recognize the kinship providers. Many of the children that come into custody go live with relatives and sometimes non-blood relatives referred to as kinship providers. Christine introduced Foster Parent of the Year Tricia Kanters, who started out as a kinship provider and she is also a daycare provider. She has had six official placements, but has also done weekend and respite care. Billy Marinacci said we couldn’t ask for a better advocate our foster kids and she goes above and beyond to do what is best for the kids that are in her care. Tricia will soon be an adoptive parent of two children. Mrs. Favede said it takes compassion, hardwork, forethought and a whole lot of heart to be a parent. She respects and admires what she does. Mr. Probst thanked Tricia for providing a stable environment for children. He knows it has to be a tough job being a foster parent especially when it is time for the children to be taken away after you become attached. He also thanked the staff for their services. Mr. Coffland thanked Tricia and said to keep up the good work. He also thanked Director Dwayne Pielech and his staff.

**IN THE MATTER OF ADOPTING THE PROCLAMATION DECLARING MAY 2013 AS FOSTER PARENT MONTH**

**Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation declaring May 2013 as Foster Parent Month.**

***PROCLAMATION  
DECLARING MAY 2013 AS  
FOSTER PARENT MONTH***

**WHEREAS**, “Change a Lifetime” is the national theme for Foster Care Month; and  
**WHEREAS**, the family is the heart of our society and when our families are strong and healthy, our society is healthy; and  
**WHEREAS**, foster families help to support the family unit by providing love and support to children who are in need of a temporary home; and  
**WHEREAS**, Belmont County encourages foster families to ensure that children reside in a supportive environment until they can safely reunite with their birth family; and  
**WHEREAS**, caring for our children is an investment in our future. Our children will be the leaders of tomorrow, and only through a nurturing environment will they be able to develop a sense of self-worth and build self-esteem; and  
**WHEREAS**, foster families are an invaluable resource and perform an extraordinary service by working in partnership with agencies to nurture children and provide an opportunity for healthy growth and development; and  
**WHEREAS**, in Belmont County there are thirty-four (34) children and youth in foster care being provided a safe, secure and stable home along with the compassion and nurture of a foster family.



**NOW, THEREFORE BE IT RESOLVED** that the Board of Belmont County Commissioners do hereby proclaim **May 2013** as “**Foster Parent Month**” in Belmont County in honor of the individuals providing love, attention and support to our children and families in need, and encourage all citizens to volunteer their talents and energies on behalf of children in foster care.  
Adopted this 15th day of May, 2013.

**BELMONT COUNTY COMMISSIONERS**  
Ginny Favede /s/  
Matt Coffland /s/  
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:13 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Lori O’Grady, HR Manager and Tina Burkhardt, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:40 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF AUTHORIZING THE HIRING  
OF VARIOUS POSITIONS WITHIN THE BCDJFS  
SENIOR PROGRAM AND TO ADVERTISE FOR ONE  
HOT SHOT VEHICLE/BCDJFS SENIOR PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the hiring of 2 fulltime kitchen workers, 1 fulltime driver, 1 fulltime office worker, and 1 center coordinator and to advertise for one Hot Shot vehicle for the Belmont Co. Dept. of Job & Family Services, Senior Program.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**DISCUSSION HELD RE: ABOVE EXECUTIVE SESSION REGARDING BCDJFS SENIOR PROGRAM** – Mrs. Favede explained the reason for the increase in the Senior Program staff is due to the number of clients they are serving has increased. In 2012 alone we added 434 new home-bound clients. We are adding an additional route which requires an additional driver and additional vehicle. The time frame in which the meals are being delivered is very crunched, so we have some of our seniors receiving their lunch almost at breakfast time. The additional office staff worker is to aide and field nutrition and homemaking calls. Presently they have one person and she handles about 700 people. The kitchen is currently understaffed. The board spent the afternoon with them yesterday. They currently have five fulltime cooks and are in need of at least two more. Additionally, we will be changing the office hours of the Senior Program from 8:30 – 4:30 to the new hours of 8:00 – 4:00. Generally they are extremely busy in the early morning and not very busy in the late afternoon. Most of the calls come first thing in the morning.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSIN AT 11:42 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:45 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF AUTHORIZING MARK ESPOSITO, DIRECTOR,  
TO OFFER EMPLOYMENT FOR POSITIONS OF BILLING CLERK AND  
ACCOUNTS PAYABLE CLERK/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Mark Esposito, Director, to offer employment for the positions of Billing Clerk and Accounts Payable Clerk for the Belmont County Sanitary Sewer District.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:46 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session with Mark Lucas, Clemans-Nelson & Associates, and Lori O’Grady, BCDJFS HR Manager, pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 12:39 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF ACCEPTING THE TENTATIVE AGREEMENT  
BETWEEN BCDJFS AND AFSCME SERB**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the tentative agreement in the negotiations between Job & Family Services and AFSCME SERB Case No 2013-MED-02-0143 including the attached Memorandums of Understanding.

**AGREEMENT  
BETWEEN  
THE COUNTY OF BELMONT, OHIO,  
BELMONT COUNTY DEPARTMENT  
OF JOB AND FAMILY SERVICES  
AND  
AMERICAN FEDERATION OF  
STATE, COUNTY, & MUNICIPAL  
EMPLOYEES, LOCAL 3073B  
(SENIOR SERVICES)  
2013-MED-02-0143  
Effective through March 31, 2016  
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**ARTICLE 1**  
**PREAMBLE AND PURPOSE**

**Section 1.01.** This agreement is made by and between the County of Belmont, Ohio, Belmont County Department of Job and Family Services, hereinafter referred to as the Employer and Local 3073 B, the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter known as the Union. Any name change to the Department of Job and Family Services will not affect this Agreement. This agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the terms and conditions of their employment. It is also the intent of this Agreement to set forth understandings between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein, thereby complying with the requirements of Chapter 4117 of the Ohio Revised Code. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

**Section 1.02.** The provisions of this Agreement are binding upon the Belmont County Department of Job and Family Services, and the Belmont County Board of Commissioners, and 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 2012-REP-03-0034, and is described there as "the following employees of the Belmont County Department of Job and Family Services:

Included: All full-time and regular part-time Senior Services employees in the following classifications: Case Manager-Adult Protective Services; Case Manager-Senior Services; Cook; Custodian; Date Entry Clerk; Delivery Worker; Senior Center Coordinator; Telephone Operator; Unit Worker I; Unit Worker II.

Excluded: All management-level employees, confidential employees, professional employees, supervisors as defined under the Act, including Director; Assistant Director; Administrative Assistant 2; Fiscal Officer 3; Personnel Officer 3; Secretary 2; Social Program Administrator 1 & 2; Program Developers; Office Manager; Secretary 1 to the Director; Facilitators; Facilitators/Supervisors; Supervisor-Building Operations-CWEP Unit; Supervisor-Corrections Unit; Supervisor-Adult Services Team; Supervisor-Office Support Team; Supervisor-Support Services Team; Supervisor-NPA/CSEA Team; Supervisor-Fraud Team; Supervisor-Adult Protective Services Team; Supervisor-Job Club; Supervisor- Medical/ADFS; Supervisor-Day Care; Supervisor-SSI/DA; Investigator Supervisor; Investigator 4: Building Maintenance Supervisor; Data Systems Supervisor; Income Maintenance Supervisor 1 & 2; 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.

**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.** 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 3.05.** 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 3.06.** 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 3.07.** Upon the effective date of this Agreement, all employees in the bargaining unit who, sixty (60) days from the date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after the effective date of this Agreement who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein, moreover, sent to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, OH 43085-2512.

**Section 3.08. 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.

- D. Once an employee revokes authorization under this Article, the employee shall not be entitled to reauthorize voluntary contributions for a six (6) month period from the effective date of the revocation.

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

**ARTICLE 4**  
**UNION REPRESENTATION**

**Section 4.01.** 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.** The provisions of this Agreement shall be applied to all employees without discrimination as to age, sex, disability, marital status, race, color, creed, national origin, religious belief, sexual preference, 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 both sexes, and wherever the male gender is used it shall be construed to include male and female 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 five (5) working days following the day on which the immediate supervisor was presented the written grievance. The grievant shall be permitted a Union Steward as his representative at this step of the Procedure.

**Step Two:** Within five (5) working days of receipt of Step 1 answer, the grievant and/or the Union Steward may appeal the grievance to the Job and Family Services Director and/or his 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 Job and Family Services 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 grievance which has not been satisfactorily settled in the Grievance Procedure may be submitted by the Grievant and/or Union to arbitration for final and binding disposition.
- B. Within sixty (60) days of the effective date of this Agreement, Union and Management will choose a panel of five (5) arbitrators. Arbitration proceedings must be initiated in writing 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.
- 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.
- 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 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 time lines and mediate any issue before submitting to arbitration. The cost of this procedure will be shared equally.

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

**ARTICLE 9  
DISCIPLINE**

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

**Section 9.02.**

- 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 72 hours after the time the employee is notified of the charges and the conference. The hearing shall be conducted by a neutral party 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 five (5) days. 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 neutral party's 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 9.03.** Oral and written reprimands shall be on record for six (6) months only. All records relating to oral and/or written reprimands will cease to have force and effect six (6) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past six (6) months. All other records of discipline will cease to have force and effect after six (6) months. Discipline that results in suspension of four or more days shall have force and effect for one (1) year.

**Section 9.04.** The termination of a newly hired probationary employee shall not be subject to appeal through the Grievance Procedure.

**ARTICLE 10  
LABOR MANAGEMENT MEETINGS**

**Section 10.01.** 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, three (3) 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 fifty (150) 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 forty-five (45) calendar 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 voluntary, 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 will 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. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description.

**Section 12.02.** 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 Department intends to fill the vacancy, The Department of Administrative Services will be excluded from the bidding process. A notice of the opening shall be posted for ten (10) working days. All eligible employees as defined by Article 13.05, in the Bargaining Unit, shall have that ten (10) work day 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 Department, and the job will be awarded within ten (10) working days in accordance with the following criteria, which shall be given equal weight.

- A. Work Experience (related)
- B. Physical Fitness
- C. Seniority
- D. Employee's current attendance, performance and disciplinary record

Work experience, physical fitness, 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, seniority shall be the deciding factor.

**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 of the award date.

- 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.

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 prior classification (including failure of probation), he 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.

#### **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.

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 seniority.  
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, the order of seniority will be determined in accordance with their time with the agency and Belmont Senior Services. "Affected" means that the employees were hired by Belmont County Department of Job and Family Services ("BCDJFS") on or about August 22, 2011; provided that the following bargaining unit employees that worked at Belmont Senior Services ("BSS") and were hired as part of the larger transition from BSS to BCDJFS shall also be considered "affected employees" and credited with their seniority date from BSS as if hired by BCDJFS on or about August 22, 2011.<sup>1</sup> Seniority is not the same as years of service, for example for vacation accrual.  
If not applicable, or if the BSS seniority of the affected employee cannot be determined a drawing of lots will be used.
- C. The Employer shall give the affected employee ten (10) days written notice of their layoff indicating their right to bump less senior employees in any lower or equal classification, within the bargaining unit, for which they are qualified, according to DAS qualifications in effect upon execution of this Agreement.
- 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 eighteen (18) 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**

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<sup>1</sup>Those employees were H. Baker; D. Borovich; R. Coe; K. Helms; C. Roberts; K. Saffell; and J. Wiggins.



**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 on a regular basis so as to result in the displacement of 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 transportation services for seniors, in order to obtain Medicaid reimbursement which will cover approximately 100% of the cost of these services.

#### **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, step-parent, grandparent, step-grandparent, sibling, son-in-law, daughter-in-law, child, grandchild, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone who has assumed one of these roles, or a legal guardian or a power-of-attorney.
- C. Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- D. When an employee is unable to report to work, he 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.
- J. Employees who use no sick leave in a rolling six (6) month period shall be entitled to one (1) additional day of leave or one additional day of pay for each six-month period.

**Section 20.02. Personal Leave:**

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

#### **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.

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

**ARTICLE 22**  
**RESERVED**  
**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 Belmont County Department of Job and Family Services,

shall be granted full pay for regularly scheduled working days.

Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his 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 Belmont County Department of Job and Family Services.

**ARTICLE 24**  
**HOURS OR 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) hours<sup>2</sup>, 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 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.

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 eight (8) or over forty (40) hours at one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime. Compensation for hours worked in excess of forty (40) hours per week and/or eight (8) hours per day will be made in accordance with the following guidelines:

**Unplanned Overtime – Unscheduled Overtime Work:** The agency will allow the employee to take compensatory time or receive pay.

Compensatory time shall be credited at the appropriate overtime rate (i.e., credit shall be at least one and one-half (1½) for each hour or portion of each hour worked in excess of eight (8) or over forty (40) hours).

**Planned Overtime – Scheduled Overtime Work:** The method of compensation (paid or compensatory time) for overtime work shall be determined by the Director. Hours in excess of forty (40) will be compensated at the rate of one and one-half (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.

Notwithstanding provisions of Section 24.02 by mutual agreement of the Union and Management, the employee may waive the time and one-half over eight (8) hours.

**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 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. Meal reimbursement for a full day, without receipts, will be allowed on a twenty dollars (\$20.00) per diem rate.
  2. Meal reimbursement for less than a full day will be as follows:

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<sup>2</sup>See 2013 Memorandum of Understanding on Hours.

- 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. You may be reimbursed without receipts for gratuities on meals as long as the tip does not exceed 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

**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 permanent employees will be entitled to paid vacation leave according to the following eligibility guidelines:

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

**Section 26.02.** Each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker. Management guarantees that a minimum of twenty percent (20%) of the employees in a classification, per unit, will be approved for vacation for which they are eligible.

**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 four (4) years with the exception of those employees who have completed twenty-five (25) years of service. Those employees may not carry over more than (4) years and one (1) week of vacation. Employees hired after July 1, 2005 may carry over no more than three (3) years and one week (1) of vacation.

**Section 26.05.** No employee shall be entitled to utilize vacation until after his first anniversary of employment.

**Section 26.06.** 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
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.

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

**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**  
**RESERVED**  
**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 for coverage of Department of Job and Family Services employees.
- B. The Employer assumed no liability and no responsibility for any personal property an employee chooses to use in his official capacity as an employee and/or leave at any department facility.

**Section 30.02. Health Care:**

- A. The Employer agrees to provide a health care insurance program in conformance with the policy adopted by the County Commissioners for coverage of all full-time bargaining unit employees. The employee's choices of plans will be from among those plans that the County Commissioners negotiate each year.
- B. The Employer agrees to pay eighty-eight percent (88% toward the premium cost, with the employee paying the balance of twelve percent (12%) of the premium, not to exceed \$175 (per month) for the life of the contract. Employer agrees to contribute \$46.50 per month for each 70-hours-or-more-per pay period bargaining unit member<sup>3</sup> to the Ohio AFSCME Care Plan for Dental Level 2A (\$34.00), Vision Care 2 (\$12.00) and Hearing Care (\$.50) through the end of 2014. Employer agrees to pay the monthly premium for pharmaceutical coverage for the life of the contract.

**Section 30.03. Family And Medical Leave Act Of 1993:** Health insurance coverage will continue for a three (3) month period as per the provisions in the Family and Medical Leave Act of 1993.

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

**Section 30.04. 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 Department of Job and Family Services employees.

**Section 30.05. 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 at BCDJFS and take the county insurance are not eligible to receive the \$250.00 per quarter waiver.

**ARTICLE 31**  
**WAGES**

**Section 31.01.** Effective the beginning of the pay period that includes January 19, 2013, the hourly rate for all bargaining unit employees who have completed probation as of March 31, 2013 shall receive an increase of fifty cents per hour effective with the pay period that includes January 19, 2013, and an increase of thirty cents per hour effective the beginning of the pay period that includes March 31, 2013, and an increase of fifty cents per hour effective the beginning of the pay period that includes March 31, 2014 and an increase of fifty cents per hour effective the beginning of the pay period that includes March 31, 2015.

Other current employees that had not completed probation as of March 31, 2013 shall receive the fifty cent completion of probation increase effective the beginning the pay period that includes their completion of probation, and the other increases on the dates listed above. The current entry level rate and completion of probation rate shall form the rate of pay for new employees, and the annual increases shall be added on as steps for those employees (See Appendix A). That scale shall also be used for employees that are promoted.

- 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). 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, on 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.

**ARTICLE 32**  
**SENIORITY**

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

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.

**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.

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<sup>3</sup>See 2013 Memorandum of Understanding on Hours.

**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 until March 31, 2016.

**Section 35.02.** Executed at St. Clairsville, Ohio as of the 15th day of May, 2013.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 15th day of May, 2013.  
FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Ginny Favede, President

\_\_\_\_\_  
Matt Coffland, Commissioner

\_\_\_\_\_  
Charles R. Probst, Jr., Commissioner  
DEPARTMENT OF JOB & FAMILY SERVICES:

\_\_\_\_\_  
Dwayne D. Pielech, Director  
APPROVED AS TO FORM:

\_\_\_\_\_  
Dave Liberati, Assistant County Prosecutor  
FOR AFSCME:

\_\_\_\_\_  
AFSCME Representative

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
Bargaining Committee Member

**APPENDIX A  
Wage Table for Senior Services CBA**

Pay Range	Step A	Step B	Step C	Step D	Step E	Step F
1	9.00	9.81	10.31	10.61	11.11	11.61
2	9.50	10.36	10.86	11.16	11.66	12.16
3	9.75	10.63	11.13	11.43	11.93	12.43
4	10.00	10.90	11.40	11.70	12.20	12.70
5	17.32	17.93	18.43	18.73	19.23	19.73

Pay Range 1 Classifications: Delivery Worker (Driver); Cook; Custodian  
 Pay Range 2 Classifications: Unit Support Worker 1; Data Entry Clerk  
 Pay Range 3 Classifications: Unit Support Worker 2; Telephone Operator  
 Pay Range 4 Classifications: Senior Center Coordinator  
 Pay Range 5 Classifications: Case Managers (Nurses)  
 \$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.)

**APPENDIX B  
GRIEVANCE FORM**

AFSCME Local # \_\_\_\_\_  
Grievance # \_\_\_\_\_

Employee: \_\_\_\_\_ Department: \_\_\_\_\_  
 Classification: \_\_\_\_\_ Title: \_\_\_\_\_  
 Work Location: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Date First Presented to Supervisor: \_\_\_\_\_  
 Statement of Grievance Including Articles and/or Sections Violated: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature of Employee: \_\_\_\_\_  
\_\_\_\_\_

Date Presented to Management Representative: \_\_\_\_\_

Management Representative Signature: \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX C1**  
**JOB BID FORM**  
**for**  
**OPEN POSITION**

[to be mutually developed]

**APPENDIX D**  
**MEMORANDUM OF UNDERSTANDING**

**TRANSFER OF SENIOR SERVICES OPERATIONS TO ANOTHER DEPARTMENT UNDER THE BELMONT COUNTY, OHIO BOARD OF COMMISSIONERS**

This is an Appendix to the collective bargaining agreement (“Agreement”) between the Belmont County Department of Job & Family Services (“BCDJFS”) and the American Federation of State, County, and Municipal Employees, Ohio Council 8 (“Union”) negotiated in SERB Case No. 2013-MED-02-0143. At 12:01 am on the day following the date (if any) fixed by the Belmont County Board of Commissioners (“Commissioners”) for the abolishment of the bargaining unit positions under the Agreement and the transfer or re-employment of the incumbent bargaining unit employees (“Senior Services Employees”) as part of the transfer or reassignment of Senior Service operations from the BCDJFS to another Department under the Belmont County Board of Commissioners, the following shall apply:

1. The Senior Services Employees whose positions have been abolished at BCDJFS shall no longer be employees of the BCDJFS but shall be transferred and/or immediately become employees of the Commissioners as their sole appointing authority.
2. The Senior Services Employees shall not be required to apply for their positions at the Commissioners. Nor shall there be bumping by the Senior Services Employees as their positions are abolished and they are transferred to or re-employed by the Commissioners as part of the transition addressed by this Appendix, notwithstanding the provisions of the Agreement.
3. Upon becoming employed by the Commissioners, the Senior Services Employees shall be under the direction of the Commissioners or their designee, and their wages, hours, and terms and conditions of employment shall be those wages, hours, and terms and conditions of employment contained in the Agreement covering Senior Services Employees, subject to any modifications set forth herein, except that the parties agree that the Commissioners shall be substituted as the Employer under that contract in place of the BCDJFS. The employees will retain their job classifications and position titles, and those classifications shall be separate from other classifications under the Commissioners.
4. The BCDJFS and Commissioners shall continue to recognize the Union as the sole and exclusive representative of the Senior Services Employees to the extent permitted by law and subject to the proper actions of SERB. The BCDJFS, the Commissioners, and the Union shall petition the State Employment Relations Board to amend or otherwise change the bargaining unit currently certified to represent the Senior Services Employees to recognize the Commissioners as the new Employer. The parties agree and will represent to the State Employment Relations Board that the classifications of the Senior Services Employees before the transfer and after the transfer will/did remain essentially the same. References in the Agreement to the BCDJFS or the Director of BCDJFS shall be read to mean the Commissioners or the Director of the Department they create to oversee Senior Services, as the context indicates.
5. All personnel files currently in use for the Senior Services Employees within the BCDJFS shall be transferred or copied to the Commissioners and/or their designee. Any records of discipline that would be in force and effect as of the date of transfer will remain in force and effect.
6. Seniority held by Senior Services Employees as of the date of transfer, as established by the Agreement shall be carried over to the collective bargaining agreement under the Commissioners without interruption, including any BSS seniority credited per the Agreement. Probationary employees shall continue in their probationary periods.

Commensurate with the job abolishments and the transfer and/or re-employment of the Senior Services Employees, the following shall also apply:

7. Senior Services Employees shall be paid by the BCDJFS for any earned but unpaid wages (but not vacation, personal days, floating holidays, or sick leave) on the books as of 11:59 p.m. on the date their job abolishment(s) take effect. Such payment shall be made with the payroll for the period that includes that date.
8. Senior Services Employees shall not be paid in cash for accrued but unused vacation, personal days, floating holidays, or sick leave to which each may be entitled as employees of the BCDJFS; rather, those amounts shall be credited to each of them (transferred) respectively to their balances as employees of the Commissioners. If any person or entity of competent jurisdiction decides that such amounts must be paid in cash rather than simply transferred, the BCDJFS and/or the Commissioners may make such adjustments and/or take such actions as are necessary to avoid double credit or double payment.

The Union agrees that the BCDJFS and the Commissioners have full-filled their bargaining obligation with respect to the abolishment of the Senior Services Employees’ positions, the transfer of operations and Senior Services employees to the Commissioners, and all related matters. This Appendix supersedes any conflicting laws or regulations it has the ability to supersede, including but not limited to Ohio Revised Code Sections 124.321 et seq (layoffs and job abolishments), and the related Director of Administrative Services Rules, the same are specifically

waived on behalf of the parties and the affected employees, and neither the State Personnel Board of Review or the Ohio Director of Administrative services shall have jurisdiction over appeals or other the matters related to the transition(s) addressed by this Appendix. If any of the foregoing provisions herein is declared invalid by any person or entity of competent jurisdiction, the remaining portions shall remain in full force and effect, unless the portion invalidated will not allow the transfer of the Senior Service Employees to the Commissioners. In the latter case, the BCDJFS and/or the Commissioners may make such adjustments or take such actions as are necessary to restore the Senior Services Employees to their previous employment with the BCDJFS as if this memorandum had not been entered into by the parties. Upon the request of the Commissioners or the Union the parties will execute a separate Memorandum of Understanding containing the same terms as this Appendix, but signing of such additional MOU is not a requirement for it to take effect. This Appendix shall take effect as part of the collective bargaining Agreement to which it is appended.

**APPENDIX E  
2013 MEMORANDUM OF UNDERSTANDING  
HOURS**

This is a Memorandum of Understanding entered into by the parties (“Parties”) to the collective bargaining agreement (“Agreement”) between the Belmont County Department of Job & Family Services (“Employer” or “BCDJFS”) and the American Federation of State, County, and Municipal Employees, Ohio Council 8 (“Union”) negotiated in SERB Case No. 2013-MED-02-0143. It shall continue in force if the Belmont County Commissioners transition Senior Service operations to another Department under the Commissioners (see Appendix D of the Agreement). The Parties agree to the following:

1. 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.
2. The statement of the normal hours of work in Section 24.01 of the Agreement does not prohibit the Employer from scheduling certain jobs for more hours to meet operational demands, for example the regular schedule for the hybrid Driver/Custodian position and one Senior Center Director currently exceed the normal hours of work on a regular basis and are expected to continue to do so.
3. The parties acknowledge that because they have agreed that only employees that normally work thirty-five hours per week are full time and entitled to health insurance, and the Employer may adjust hours for legitimate business reasons per Section 24.01 of the Agreement, and the federal health care laws/regulations regarding the Affordable Care Act as currently written would impose a penalty on employers for not providing health insurance to employees that average thirty hours or more a week, the Employer may limit the hours of part-time employees during any period that could be used as the basis for the Employer penalties under those health care laws/regulations. This acknowledgement does not limit the Employer’s other rights regarding scheduling part-time employees or other employees under the Agreement

The agreements and acknowledgements here do not limit any of the Parties other rights under the Agreement.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ACCEPTING THE TENTATIVE AGREEMENT  
BETWEEN COMMISSIONERS AND AFSCME SERB/BUILDINGS AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the tentative agreement in the negotiations between the Belmont County Commissioners and AFSCME SERB Case No. 2012-MED-08-0773.

**AGREEMENT  
BETWEEN  
BELMONT COUNTY  
BOARD OF COMMISSIONERS  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
(BUILDING & GROUNDS)  
2012-MED-08-0773  
Effective March 1, 2013 through February 28, 2016  
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**ARTICLE 1**  
**PREAMBLE AND PURPOSE**

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

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

**ARTICLE 2**  
**UNION RECOGNITION**

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

Housekeeping/Maintenance (which may also be referred to as "Housekeeping")

Maintenance/Housekeeping (which may also be referred to as "Maintenance")

Supervisor of Maintenance and Housekeeping

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

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

**Section 2.04.** Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

**ARTICLE 3**  
**DUES DEDUCTION**

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

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

**Section 3.03.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. 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 3.04.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; in accordance with this Agreement; or (6) resignation by the employee from the Union.

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

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

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

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

**Section 3.09.** Employees who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) calendar days from the date of hire as a condition of employment.

A. The fair share amount shall be certified to the county Auditor by the Treasurer of the Local Union.

B. The deduction of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction.

C. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

**Section 3.10.** The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

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

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

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

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

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

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract. The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 4**  
**UNION REPRESENTATION**

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

**Section 4.02.** The Employer shall recognize no more than two (2) employees to act as Union stewards listed as follows for the purposes of processing grievances in accordance with the Grievance Procedure.

- A. Local Union President
- B. One (1) Chief Steward

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

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

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

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

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

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

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

- A. The Union agrees that no steward or representative of the Union either employee or non-employee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct meetings involving on-duty employees except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union representative shall cease Union activities immediately upon the verbal or written request of the Employer or designee or upon the request of the employee's immediate supervisor or the supervisor of the area where the activity is being conducted.
- D. A Union employee official abusing the rules of this section may be subject to disciplinary action.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

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

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

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

**ARTICLE 6**  
**NO STRIKE / NO LOCKOUT**

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

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

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

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

## **ARTICLE 7 NONDISCRIMINATION**

**Section 7.01.** Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, national origin, disability as defined in the Americans with Disabilities Act, genetic history, or military status. The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

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

**Section 7.03.** Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee, and their representative may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

**Section 7.04.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

**Section 7.05.** The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 7.06.** Complaints of sexual harassment shall be made in accordance with the Employer's Policy against sexual harassment.

## **ARTICLE 8 DISCIPLINE AND DISCHARGE**

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

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

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

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

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

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

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 9.01.** A grievance is defined as an allegation that the terms of this Agreement have been violated.

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

### **Section 9.03.**

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 10 ARBITRATION**

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

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service and shall select the arbitrator by the alternate strike method, with the party requesting arbitration striking first. Either party may insist that the arbitrators be National Academy members or that they reside in Ohio, and either party may reject one (1) entire list. Hearing procedures shall be in accordance with the FMCS rules.

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

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

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

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

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

Prior to the arbitration the parties may agree to take the grievance to mediation. If the parties agree to mediate, but cannot agree on a mediator, SERB will be notified and SERB will appoint a mediator.

#### **ARTICLE 11 APPLICATION OF CIVIL SERVICE LAW**

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

#### **ARTICLE 12 LABOR MANAGEMENT MEETINGS**

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

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

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

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

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

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

#### **ARTICLE 13 HEALTH AND SAFETY**

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

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

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

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

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

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

#### **ARTICLE 14 SENIORITY**

**Section 14.01.** "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once

continuous service is broken, unless the employee is reinstated, within thirty-one (31) days, the employee loses all previously accumulated seniority.

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

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

**Section 14.04.** The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within ten (10) calendar days of posting or said list shall be deemed valid by all parties.

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

## ARTICLE 15

### PROBATIONARY PERIODS

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

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

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

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

## ARTICLE 16

### POSTING OF JOB OPENINGS

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

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

**Section 16.03.** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to seventy-five (75) days at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis, or for a longer period of time while the appointee fills in for an employee that is absent due to sickness, disability, or other approved leave of absence. If the temporary appointee is a new hire, the Employer may remove him or her from the position with no appeal when the absent employee returns, or when it is clear that the absent employee will not return and the Employer determines not to fill the position on a permanent basis, or when the Employer selects another person to fill the vacancy on a permanent basis, or when the position is abolished, or when the absent employee or the temporary is bumped due to a reduction in force.

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

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

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

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

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

## ARTICLE 17

### LAYOFF AND RECALL

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

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

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

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

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

**Section 17.05.** In the case of a long term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his or her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

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

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

**ARTICLE 18**  
**BARGAINING UNIT WORK**

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

**ARTICLE 19**  
**CALL-IN PAY**

**Section 19.01.** A call-in is defined as an order or request to return to work at any time after an employee has been relieved from duty at the conclusion of a regularly scheduled work day until one (1) hour before the next regularly scheduled starting time.

Employee will receive two (2) hours call-in pay. Rate of time and one-half (1½) for hours worked (if in overtime status) during this time with straight time paid for balance of two (2) hour call-in time.

Employees who work in the Jail, shall receive minimum of four (4) hours' pay for such work performed of the Jail, in the same manner.

**ARTICLE 20**  
**PAY PERIODS & PAYCHECKS**

**Section 20.01.** There will normally be twenty-six (26) pay periods of each calendar year. The Employer agrees to distribute paychecks in a sealed envelope on Friday by the regular schedule. In the event of emergency conditions the Employer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

**ARTICLE 21**  
**WASH-UP TIME**

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

**ARTICLE 22**  
**BULLETIN BOARDS**

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

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

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

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

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

**ARTICLE 23**  
**HOURS OF WORK AND OVERTIME**

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

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

**Section 23.03.** When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (½) times his or her regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime.

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

**ARTICLE 24**  
**LEAVES OF ABSENCE**

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

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

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

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



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

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

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

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

shall be granted full pay for regularly scheduled working hours.

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

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

## **ARTICLE 25 SICK LEAVE**

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

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

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

**Section 25.04. Uses of Sick Leave.**

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

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

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

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

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

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

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

**Section 25.11. Sick Leave Conversion.**

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

## **ARTICLE 26 UNION LEAVE**

**Section 26.01.** Subject to the operational needs of the Department, the Union has five (5) days per year (year defined as 1/1 to 12/31) for its members or officials to attend Union functions, meetings or conventions. Such time shall be granted to attend such functions for the Union,



provided two (2) weeks advance notice is given in writing to the Employer by the local Union President. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

**ARTICLE 27  
HOLIDAYS**

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

New Year's Day	First day of January
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh day of November
General Election Day	½ day per County policy
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-fifth day of December

**Section 27.02.** In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The policy in effect on May 8, 2013 for how holidays are paid shall continue.

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

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

**ARTICLE 28  
VACATION**

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

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

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

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

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

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

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

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

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

**ARTICLE 29  
INSURANCE**

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

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

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

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

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

**ARTICLE 30  
LIABILITY INSURANCE**

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

**ARTICLE 31  
WAGES**

**Section 31.01.** Effective the beginning of the pay period that includes March 1, 2013, the hourly rate for all bargaining unit employees shall be as outlined in Appendix A of this Agreement. That wages scale shall be increased as follows: The increase for the beginning of the pay period that includes March 1, 2013 is 2%. Effective the beginning of the pay period that includes March 1, 2014, the scale shall be increased 2%. Effective with the beginning of the pay period that includes March 1, 2015, the scale shall be increased 2%.

- A. Upon employment or promotion, an employee will be assigned a pay range consistent with his or her job classification.
- B. A newly hired employee or an employee initially being hired into a bargaining unit position will be assigned to Step 1 of the pay range.
- C. A promoted employee will be assigned to the step in the new classification's pay range that provides an increase over his or her previous rate of pay.
- D. Upon satisfactory completion of a new hire probationary period, an employee will be assigned to the next higher step in the pay range (effective with the beginning of the pay period when he or she successfully completes probation). Upon successful completion of a promotional probationary period, the employee will remain at the same step until one year from the date of his or her promotion, when he or she will be advanced to the next step and that shall be his or her new anniversary date for step increases. The effective date for that increase shall be the beginning of the pay period that includes the completion of the one year following promotion.
- E. Effective the beginning of the pay period that includes March 1, 2013, bargaining unit employees that are employed on the date this Agreement is executed shall be placed in the step system as follows: (see Appendix A).
- F. An employee that is already above where he or she would be slotted in on the pay scale as of March 1, 2013 shall receive a 3% wage increase at the beginning of the pay periods that include March 1, 2013, March 1, 2014, and March 1, 2015, unless and until he or she

would have received a higher pay rate on the scale, at which time he or she will assume that pay rate and progress through the steps for his or her classification from there annually.

- G. Except as provided in subsection F of this Section 31.01, no employee shall be paid above the maximum rate for his or her classification or less than the minimum step for his or her classification.
- H. Employees that are laid off and displaced 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.

**ARTICLE 32**

**SEVERABILITY CLAUSE**

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

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

**ARTICLE 33**

**WAIVER IN CASE OF EMERGENCY**

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

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

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

**ARTICLE 34**

**DURATION OF AGREEMENT**

**Section 34.01.** This Agreement shall be effective March 1, 2013 and shall remain in full force and effect until midnight, February 28, 2016.

**Section 34.02.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations upon receiving notice of intent.

**Section 34.03.** Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 34.01.

**Section 34.04.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 34.05.** This Agreement constitutes the entire Agreement between the parties.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 15th day of May, 2013.

FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

Ginny Favede /s/

Ginny Favede, President

Matt Coffland /s/

Matt Coffland, Commissioner

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Commissioner

APPROVED AS TO FORM:

David K. Liberati /s/

Dave Liberati, Assistant County Prosecutor

FOR AFSCME:

Cindy Michael /s/

AFSCME Representative

Ross Breiding /s/

Bargaining Committee Member

Charles Arigoni /s/

Bargaining Committee Member

\_\_\_\_\_  
Bargaining Committee Member

**APPENDIX A**

<b>Pay Scale before Annual Increases:</b>		
<b>Classification:</b>	<b>Step No.</b>	
Housekpg/Maint	1	8.70
	2	9.04
	3	9.39
	4	9.76
	5	10.14
	6	10.54
	7	10.96
Maint/Hskpg	1	9.05
	2	9.40
	3	9.77
	4	10.16
	5	10.55
	6	10.97
	7	11.40

<b>Beginning of pay period including:</b>			
<b>Step No.</b>	<b>March 1, 2013</b>	<b>March 1, 2014</b>	<b>March 1, 2015</b>
1	8.87	9.05	9.23
2	9.22	9.41	9.59
3	9.58	9.77	9.96
4	9.96	10.15	10.36
5	10.34	10.55	10.76
6	10.75	10.97	11.19
7	11.18	11.40	11.63
1	9.23	9.42	9.60
2	9.59	9.78	9.98
3	9.97	10.16	10.37
4	10.36	10.57	10.78
5	10.76	10.98	11.20
6	11.19	11.41	11.64
7	11.63	11.86	12.10

**APPENDIX A (continued)**

<b>Class</b>	<b>Date of Hire</b>	<b>Initial Step Assignment</b>
<b>Housekeeping/Maintenance</b>		
	3/19/2012	3
	9/2/2008	5
	5/29/2007	6
	1/15/2001	NA
	3/13/2000	7
	9/29/1996	NA
	6/18/1985	**
<b>Maintenance/Housekeeping</b>		
	5/12/2012	2
	4/16/2007	5
	9/26/2005	6
	*	6
	9/29/2003	6
	9/30/1996	NA
	7/2/1990	NA
	3/13/1989	NA

\*Employee moved to Building and Grounds in 2009 but had prior Belmont County service.

\*\*Adjust to same as the 9/29/1996 person's rate.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING THE HIRING OF MATTHEW YUDASZ AS A SUMMER STUDENT WORKER FOR BELMONT CO. BUILDINGS & GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Matthew Yudasz as a Summer Student worker for the Belmont County Buildings & Grounds at the rate of \$7.85 per hour.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**RECONVENED MONDAY, MAY 20, 2013, AT 10:25 A.M.  
PRESENT: COMMISSIONERS FAVEDE AND PROBST. ABSENT: COMMISSIONER COFFLAND**

**IN THE MATTER OF RESCINDING MOTION APPROVING THE HIRING OF MATTHEW YUDASZ AS A SUMMER STUDENT WORKER FOR BELMONT CO. BUILDINGS AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Probst to rescind the motion approving the hiring of Matthew Yudasz as a Summer Student worker for the Belmont County Buildings & Grounds due to the fact he has accepted a position with the Belmont County Engineer's Office.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**IN THE MATTER OF APPROVING THE HIRING OF JEFF OBERDICK AS A SUMMER STUDENT WORKER FOR THE BELMONT CO. BUILDINGS AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the hiring of Jeff Oberdick as a Summer Student worker for the Belmont County Buildings & Grounds at the rate of \$7.85 per hour.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**IN THE MATTER OF APPROVING THE HIRING OF STEPHANIE VERBA AS A SUMMER STUDENT WORKER/COMMISSIONERS**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the hiring of Ms. Stephanie Verba as a Summer Student worker for the Belmont County Commissioners Office effective May 27, 2013 at the rate of \$7.85 per hour.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**BREAK**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:43 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:45 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF NICOLE S. STEWART, OFFICE ASSISTANT I AND FAIR HOUSING COORDINATOR/COMMISSIONERS**

Motion made by Mrs. Favede, seconded by Mr. Probst to accept the resignation of Nicole S. Stewart, Office Assistant I and Fair Housing Coordinator for the Belmont County Commissioners, effective May 31, 2013.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**IN THE MATTER OF ADVERTISING FOR THE POSITION OF OFFICE ASSISTANT I/FAIR HOUSING COORDINATOR FOR THE BELMONT CO. COMMISSIONERS OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Probst to advertise for the position of Office Assistant I/Fair Housing Coordinator for the Belmont County Commissioners Office.

**JOB POSTING**

**OFFICE ASSISTANT I / FAIR HOUSING COORDINATOR**

The Belmont County Board of Commissioners is currently accepting resumes for the full-time position (35 hours per week) of Office Assistant I / Fair Housing Coordinator.

Pay/Benefits: \$9.00 per hour plus health care, retirement (PERS), paid vacation, and sick leave.

**Job Duties include but are not limited to:**

- routine clerical and administrative support functions (i.e., answering phones, typing, filing, etc.)
- processing incoming and outgoing mail using electronic mail machine
- performing receptionist duties, operating a switchboard, and directing calls and visitors
- preparing statistical reports, general correspondence, and other office forms & documents
- logging Fair Housing calls and referring callers to the proper authority

**Job Requirements / Qualifications:**

- High School Diploma or equivalent
- Must be proficient in Microsoft Office and Excel and various office machines
- Must possess excellent written and oral communication skills and a professional demeanor
- Must have experience speaking to small groups of people and the public
- Must be detail oriented and able to multi-task

Please stop by or contact Human Resources for an application at the following address:

Christine Palmer, HR Manager

101 N. Market Street

Suite M

St. Clairsville, OH 43950

(740) 695-2121, ext. 1111

**Deadline for applications:** June 7, 2013

*Belmont County is an Equal Opportunity Employer/ADA/AA*

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**BREAK**

**RECONVENE TUESDAY, MAY 21, 2013**

**PRESENT: COMMISSIONERS FAVEDE AND PROBST. ABSENT: COMMISSIONER COFFLAND**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:45 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting at 11:45 a.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

Read, approved and signed this 22nd day of May, 2013.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

We, Ginny Favede and Kathy Marino, President and Assistant 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.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ ASSISTANT CLERK