

St. Clairsville, Ohio

October 15, 2014

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, 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 Mr. Thomas, 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.

Claim of	Purposes	Amount
A-Micromaid Office Systems	Toner-Engineer/General Fund	605.92
A-Robert Huff	State of Ohio Wall Plaque for Courtroom-Probate Ct./General Fund	285.00
B-Barnesville Veterinary Services	Vet services for 2014/Dog Kennel Fund	809.19
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	1,238.51
E-AP Wireless Investments	911 Lease Agreement/911 Fund	660.00
M-Lands' End Business Outfitters	Logo shirts/Intake Coordinator-Juvenile Ct. Fund	840.00
N-Design Studio	Judge Fregiato's Credenza/Capital Projects-Facilities Fund	3,200.00
P-Kimble Recycling & Disposal	Sept. & Oct. 2014/Oakview Admn Bldg. Fund	249.58
S-Chad Moore	Mileage/Northern Ct. General Special Projects Fund	10.60
S-Chad Moore	Mileage/Eastern Ct. General Special Projects Fund	10.60
S-Eastern Div. Court	Bank fees/Eastern Ct. General Special Projects Fund	155.25
S-Jeter Systems	Labels/Northern Ct. General Special Projects Fund	161.46
S-Sound Communications	Courtroom Sound System/Western Div. Ct. Computer Fund	1,719.30
S-TSG	Data backup and vaulting/Northern Div. Ct. Computer Fund	260.66
S-TSG	Data backup and vaulting/Eastern Div. Ct. Computer Fund	86.96
S-Western Div. Court	Bank fees/Western Ct. General Special Projects Fund	91.05
Y-Belmont County Recorder	Oct. lien release fees/Tax Certificate Adm Fund	64.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 15, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$40,420.41
A-GENERAL/AUDITOR	\$9,726.08
A-GENERAL/CHEST CLINIC	\$517.84
A-GENERAL/ENGINEER	\$4,948.83
A-GENERAL/TREASURER	\$473.00
A-GENERAL/911	\$6,965.89
H-Job & Family, CSEA	\$163.45
H-Job & Family, Public Assistance	\$3,793.16; \$1,293.31; \$6,742.97; \$44,352.02; \$57,675.33
H-Job & Family, WIA	\$31,459.90
J-Real Estate Assessment	\$1,653.04
K-Engineer MVGT	\$1,456.20; \$1,966.91; \$15,685.52; \$790.92
M-Juvenile Ct. – Title IV-E Reimb.	\$2,461.36
P-Sanitary Sewer District	\$3,249.24; \$3,581.05; \$12,698.15; \$513.29; \$3,290.37
S-District Detention Home	\$2,356.75
S-Job & Family, Children Services	\$67,665.02; \$6,358.91; \$8,616.63
S-Port Authority	\$729.14
S-Senior Services	\$24,082.13
W-Law Library Fund	\$10,820.60

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0141-A001-C02.002 Salaries	E-0141-A001-C04.012 Equipment	\$2,600.00
E-0141-A001-C02.002 Salaries	E-0141-A001-C03.010 Supplies	\$4,900.00
E-0170-A006-G04.012 Equipment	E-0170-A006-G11.000 Other Expenses	\$950.00

L01 SOIL CONSERVATION FUND/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L01.002 Salaries	E-1810-L001-L14.000 Other Expenses	\$8,000.00

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3702-P005-P17.002 Salaries	E-3702-P005-P23.011 Contract Services	\$20,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P21.000 Materials	\$50,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P15.000 Other Expenses	\$8,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P15.000 Other Expenses	\$15,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER BETWEEN FUNDS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers between funds:

H00 PUBLIC ASSISTANCE FUND TO THE

O38 NOTE RETIREMENT-BCDJFS EQUIPMENT FUND

FROM	TO	AMOUNT
E-2510-H000-H03.012 Equipment	R-9217-O038-O05.574 Transfers In	\$57,425.42

L01 SOIL CONSERVATION FUND AND THE

L05 WATERSHED COORDINATOR FUND/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L01.002 Salaries	R-1815-L005-L05.574 Transfers In	\$4,500.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 2, 2014****

H00 PUBLIC ASSISTANCE FUND/BCDJFS

E-2510-H000-H03.012	Equipment	\$411,455.78
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N48 BCDJFS/EQUIPMENT CAPITAL PROJECTS FUND

E-9048-N048-N00.012	Equipment	\$ 24,254.33
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O38 NOTE RETIREMENT-BCDJFS EQUIPMENT

E-9217-O038-O02.051	Interest Payment	\$ 249.91
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****JUNE 3, 2014****

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$ 26,481.00
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Needed for renovations to the Juvenile/Probate Courtroom ceiling (Erb & Kenco quotes only).

****OCTOBER 15, 2014****

GENERAL FUND

E-0055-A004-B19.000	County Buildings	\$ 350.00
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Appropriation of restitution payment from inmate for damage done to a door at the jail.

E-0131-A006-A04.002	Salaries-Road Deputies	\$ 340.51
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FFY 2014 Grant # HVEO-201-7-00-00-00326-00 for June 2014

E-0256-A014-A01.000	CORSA Costs	\$ 3,655.35
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CORSA reimbursement for water damage at the courthouse from second floor toilet malfunction.

Date of Loss—08/05/14 Claim Nos. 0160025387 & 0160025437.

E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$ 1,452.00
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H14.000	Belmont Co. OWIP	\$ 1,500.00
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E-2610-H008-H15.000	Carroll Co. OWIP	\$ 6,000.00
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$ 3,576.00
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E-1810-L001-L07.000	Service Fee	\$ 1,000.00
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E-1810-L001-L10.000	Advertising/Printing	\$ 1,003.33
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E-1810-L001-L14.000	Other Expenses	\$ 1,000.00
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L05 WATERSHED COORDINATOR FUND/BSWCD

E-1815-L005-L01.002	Salaries	\$ 4,500.00
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N27 NEFFS SANITARY SEWER PROJECT FUND/BCSSD

E-9027-N027-N06.055	Materials	\$ 3,500.00
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N41 ISSUE TWO MONIES FUND/AUDITORS

E-9041-N041-N10.055	Project Payments	\$ 96,083.82
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O06 SSD #2 SEWER BOND FUND/BCSSD

E-9203-O006-O02.050	Principal	\$130,000.00
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E-9203-O006-O04.051	Interest	\$ 5,901.16
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O38 NOTE RETIREMENT-BCDJFS EQUIPMENT

E-9217-O038-O00.050	Bond Payment	\$ 56,000.00
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E-9217-O038-O02.051	Interest Payment	\$ 1,425.42
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S25 CHILDREN SERVICES FUND/BCDJFS

E-2766-S025-S10.074	Transfers Out	\$ 76,670.58
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OAKVIEW JUVENILE/VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$ 3,652.00
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E-8010-S030-S72.000	Capital Repairs	\$ 61,612.00
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E-8011-S031-S02.000	Food (Meal Tickets/US Food Per Inc)	\$ 82.50
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E-8011-S031-S02.000	Food (NSLA)	\$ 4,029.22
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E-8012-S032-S00.000	Activity Expenses	\$ 100.00
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S77 COMMUNITY BASED CORRECTIONS ACT GRANT

E-1520-S077-S01.002	Salaries	\$ 17,386.75
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E-1520-S077-S02.005	Medicare	\$ 252.00
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E-1520-S077-S03.003	PERS	\$ 2,434.25
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E-1520-S077-S04.006	Hospitalization	\$ 3,184.00
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E-1520-S077-S05.004	Workers Comp	\$ 313.00
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T11 CDBG CHIP GRANT FUND

E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$ 16,220.00
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W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$ 3,519.00
E-1511-W080-P07.006	Hospitalization	\$ 1,466.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated October 15, 2014, 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. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

CDBG - \$16,220.00 paid into R-9702-T011-T05.501 CDBG – Grant CHIP Oct. 14, 2014. Draw No. 176, Grant #B-C-12-1AG-1.

GENERAL FUND - \$45,000.00 paid into R-0050-A000-A17.500 Sales, Rental or Lease on 09/29/14. *Check No. 1251 from CIC for property sold to Extreme Contracting in 2013.*

\$129.59 deposited into R-0050-A00-A02.500 on 10/07/14 (*Check No. 046926/Gulfport Energy Royalties – 07/14*).

\$350.00 paid into R-0050-A000-A45.500 Refunds & Reimb. On 10/14/14 *Restitution for damage to jail door done by inmate//BCSO Case No. 14-7084-7.*

\$3,655.35 CORSA Reimbursements deposited 10/14/14. *Courthouse Claim Nos. 0160025387 & 0160025437 – DOL 08/05/14 (water damage from second floor toilet less deductible).*

\$10.00 paid into R-0050-A000-A45.500 Refunds & Reimb. On 10/02/14. **\$24.36** paid into R-0050-A000-A45.500 Refunds & Reimb on 10/14/14. *Reimbursement from Maintenance Employees for personal cell phone use and data overages.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Vince Gianangeli to travel to Columbus, OH, on Dec. 11-12, 2014 to attend OJFSDA General Session. Karie Hunkler, Cindy Berry, Sarah Horne, Kara Purtiman, Corey Alexander and Kim Rico, to travel to Dublin, OH, on Oct. 26-28, 2014, to attend OCDA Fall Conference/CSEA. Estimated expenses: \$3,619.10

SENIOR SERVICES – Linda Wells and seniors to travel to Columbiana County, Ohio, Oct. 18, 2014, for a senior center outing. A county vehicle will be used.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mr. Favede	Yes

Note: Commissioner Favede stepped out of meeting to participate in a CCAO conference call.

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 3 and September 9, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR MICHELLE R. MILLER/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Satisfaction of Mortgage By Separate Instrument for Michelle R. Miller for a mortgage deed dated May 6, 2004 as recorded in Volume 0958, pages 095-098 in the Belmont County Recorder's Office based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated May 6, 2004, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0958 at pages 095-098, and executed by Michelle R. Miller to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

October 15, 2014

Belmont County Commissioners:

Date

By: Matt Coffland /s/
 Matt Coffland, President
Ginny Favede /s/
 Ginny Favede
Mark A Thomas /s/
 Mark Thomas

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

IN THE MATTER OF LIQUOR PERMIT FOR CHIPOTLE MEXICAN GRILL OF COLORADO, LLC, RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OH

Motion made by Mr. Thomas, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a D1 liquor permit (B TREX 1437415-0985) for Chipotle Mexican Grill of Colorado, LLC, DBA Chipotle Mexican Grill 2383, 68041 Mall Ring Rd., Richland Township, St. Clairsville, OH 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note: D1-Beer only for on premises consumption or in sealed containers for carryout.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

IN THE MATTER OF APPROVING AND SIGNING THE CONTRACT AMENDMENT FOR A CONTRACT BETWEEN BCDJFS AND THE JEFFERSON CO. COMMUNITY ACTION COUNCIL, INC. – ADMINISTRATIVE ENTITY WIA-16

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Contract Amendment for the contract originally dated October 1, 2013, between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc.-Administrative Entity WIA-16, to extend the contract for an additional year effective October 1, 2014 through September 30, 2015 in the amount of \$50,000.00

Note: The ability to extend the contract for an additional year through September 30, 2016 remains.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Jefferson County Community Action Council, Inc – Administrative Entity WIA-16
Contract Amendment-2nd year**

The contract dated October 1, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. is hereby amended as follows:

III CONTRACT PERIOD

This contract and its terms will become effective on October 1, 2013. The termination date of this contract is September 30, 2014. This contract is for Administrative Entity services and may be extended for up to two additional years, based on meeting contractual requirements, not to exceed September 30, 2016.

This contract is extended for one of the two additional years, October 1, 2014 through September 30, 2015 and the ability to extend for one additional year, through September 30, 2016 remains.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of WIA Funds. The amount of reimbursement to Contractor under the terms of this contract is **\$50,000 if WIA Funds for the period: October 1, 2014 through September 30, 2015.** (CFDA #17.258 Adult, CFDA #17.278 Dislocated Worker, CFDA #17.259 Youth, NEG26 Wind storms (CFDA #17.277), NEG25 Flood (CFDA #17.277) as well as BRN, Business Resource Network, (CFDA #17.283) grants.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

Signatures:

<u>Vince Gianangeli /s/</u>	10-6-14
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services (Fiscal Agent for Workforce Investment Area 16) 310 Fox Shannon Place St. Clairsville, OH 43950	
<u>Barbara V. West /s/</u>	10-3-14
Barbara West, CEO	Date
Jefferson County Community Action Council, Inc 114 N. 4 th Street Steubenville, OH 43952	
<u>Dean Holtsclaw /s/</u>	10/2/14
WIA-16 Workforce Investment Board Chair	Date
<u>Thomas Wharton /s/</u>	10-2-14
WIA-16 Council of Government Chair	Date
<u>Matt Coffland /s/</u>	10-15-14
Belmont County Commissioners	Date
<u>Mark A. Thomas /s/</u>	10-15-14
Belmont County Commissioners	Date
<u>Ginny Favede /s/</u>	10-15-14
Belmont County Commissioners	Date
<u>David K. Liberati /s/ Assistant</u>	10-15-14
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

IN THE MATTER OF APPROVING AND SIGNING THE THIRD ADDENDUM TO THE MASTER CLIENT SERVICE AGREEMENT WITH DIGITAL DATA COMMUNICATIONS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the third addendum to the Master Client Services Agreement effective December 1, 2012 to November 30, 2015 with Digital Data Communications, Inc. to include nine (9) Senior Center locations in Schedule 1 and to increase the cost of General Information Technology Consulting to \$14,361.30 per month in Schedule 2, both effective November 1, 2014.

**Digital Data Communications, Inc.
MASTER CLIENT SERVICES AGREEMENT
THIRD ADDENDUM**

Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1, 2012 – November 30, 2015.

This Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1st, 2012 - November 30, 2015 ("Addendum") is an addendum between Digital Data Communications, Inc. ("Company") and Belmont County Commissioners ("Client"), which is dated October 15th, 2014 and shall become effective as of, November 1st, 2014. The Master Services Agreement is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

1. Schedule 1 number 1 of the Master Services Agreement shall be modified as follows with the text in bold added to the Item:

- Additional Location Added - **Barnesville Center - 229 E Main Street, Barnesville, Ohio 43713**
- Additional Location Added - **Bellaire Center - 3396 Belmont Street, Bellaire, Ohio 43906**
- Additional Location Added - **Bethesda Center - 118 South Main Street, Bethesda, Ohio 43719**
- Additional Location Added - **Centerville Center - 46642 Main St., Jacobsburg, Ohio 43933**
- Additional Location Added - **Colerain Center - 72581 US Rt 250, Colerain, Ohio 43916**
- Additional Location Added - **Flushing Center - 201 High Street Flushing, Ohio 43977**
- Additional Location Added - **Martins Ferry Center - 14 North Fifth Street, Martins Ferry, Ohio 43935**
- Additional Location Added - **St. Clairsville Center - 101 North Market Street, St. Clairsville, Ohio 43950**
- Additional Location Added - **Powhatan Center - 97 Main Street, Powhatan Point, Ohio 43942**

2. Schedule 2 of the Master Services Agreement shall be modified as follows with the text in bold:

- 1) General Information Technology Consulting - ~~\$13,750 per month~~ **\$14,361.30 per month**

AGREED AND ACCEPTED:

Date: _____	Date: <u>10/15/2014</u>
Digital Data Communications	Client: Belmont County Commissioners Office
Donald "Wes" Monk, President	Matt Coffland, President
_____	<u>Matt Coffland /s/</u>
	Mark Thomas, Vice President
	<u>Mark Thomas /s/</u>
	Ginny Favede
	<u>Ginny Favede /s/</u>

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

IN THE MATTER OF APPROVING AND SIGNING THE FOURTH ADDENDUM TO THE MASTER CLIENT SERVICES AGREEMENT WITH DIGITAL DATA COMMUNICATIONS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the fourth addendum to the Master Client Services Agreement effective December 1, 2012 to November 30, 2015 with Digital Data Communications, Inc. to include Backup and Disaster Recovery in Schedule 1 and to add that service to Schedule 2 at a cost of \$660 per month effective November 1, 2014.

**Digital Data Communications, Inc.
MASTER CLIENT SERVICES AGREEMENT
FOURTH ADDENDUM**

Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1st, 2012 - November 30, 2015.

This Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1st, 2012 - November 30, 2015 ("Addendum") is an addendum between Digital Data Communications, Inc. ("Company") and Belmont County Commissioners ("Client"), which is dated October 15th, 2015 and shall become effective as of, November 1st, 2014. The Master Services Agreement is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

1. Schedule 1 number 1 of the Master Services Agreement shall be modified as follows with the text in bold added to the Item:

Additional Service Added to Description of Services - **Backup & Disaster Recovery Service**

2. Schedule 2 of the Master Services Agreement shall be modified as follows with the text in bold:

Additional Item - **3) Backup & Disaster Recovery Service - \$660 per month**

AGREED AND ACCEPTED:

Date: _____	Date: <u>10/15/2014</u>
Digital Data Communications	Client: Belmont County Commissioners Office
Donald "Wes" Monk, President	Matt Coffland, President
_____	<u>Matt Coffland /s/</u>
	Mark Thomas, Vice President
	<u>Mark Thomas /s/</u>
	Ginny Favede
	<u>Ginny Favede /s/</u>

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

IN THE MATTER OF ENTERING INTO CONTRACT WITH JEREMY GREENWOOD, LEEP A.P., R.A., GREENCORE DESIGNS, INC./SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with Jeremy Greenwood, LEEP A.P., R.A., GreenCore Designs, Inc. for architectural services for the Senior Services of Belmont County Community Building project in the amount of \$175,950.00 plus reimbursables.



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of October in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Belmont County Commission -Senior Services of Belmont County 101 West Main Street Saint Clairsville, OH 43950 Telephone Number: (740) 699-2155

Fax Number: (740) 699-2156

and the Architect:

(Name, legal status, address and other information)

Jeremy Greenwood, LEEP A.P., R.A., GreenCore Designs, Inc. Po Box 641 201 E. Main Street Saint Clairsville, OH 43950 Telephone Number:

304.238.6924

for the following Project:

(Name, location and detailed description)

Senior Services of Belmont County Community Building 45240 National Road Saint Clairsville, OH 43950

In general, this project consists of developing a program for the facility, a design that satisfies the program, and construction level documents to obtain a building permit for the construction of a 12,000-13,000 square foot facility for Senior Services of Belmont County. The project will be a design-bid-build project. The facility will have a kitchen capable of serving in excess of 1,000 meals a day. Included with the kitchen will be the following support facilities: walk in cooler(s), walk in freezer(s), food prep area(s), dry storage area(s), staff support offices (number yet to be determined), employee area(s), facility support areas (restrooms, mechanical spaces, etc.), loading/unloading area, and a banquet/multi-purpose area. The design team will look at future expansion capabilities while designing the facility. The design team will also look at overall sustainability of the facility but will not pursue Leadership in Energy and Environmental Design (LEED) certification. This can be negotiated as a separate project fee if the county would like to pursue this certification. The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 ARCHITECT'S RESPONSIBILITIES**
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES**
- 4 ADDITIONAL SERVICES**
- 5 OWNER'S RESPONSIBILITIES**
- 6 COST OF THE WORK**
- 7 COPYRIGHTS AND LICENSES**
- 8 CLAIMS AND DISPUTES**
- 9 TERMINATION OR SUSPENSION**
- 10 MISCELLANEOUS PROVISIONS**
- 11 COMPENSATION**
- 12 SPECIAL TERMS AND CONDITIONS**
- 13 SCOPE OF THE AGREEMENT**

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION § 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined -see attached Preliminary Schedule

.2 Substantial Completion date:

To be determined -see attached Preliminary Schedule

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

.1 General Liability

\$2,000,000.00 -Two Million Dollars

.2 Automobile Liability

\$2,000,000.00 -Two Million Dollars

.3 Workers' Compensation

Per State Requirements

.4 Professional Liability

\$1,000,000.00 -One Million Dollars

ARTICLE

3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES § 3.6.1 GENERAL § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify

AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK **§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR **§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS **§ 3.6.4.1** The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK **§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION **§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	Section 4.2
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Section 4.2
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	

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§ 4.1.7 Civil engineering	Architect	Section 4.2
§ 4.1.8 Landscape design	Architect	Section 4.2
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Architect	Section 4.2
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Programming : develop written program by working with all project Team Members based off of available information Site Evaluation and Planning: work with Team Members to select the best building location on the owner's existing site Civil Engineering: Per Industry Standards based off of developed Building Program Landscape Design: Per Industry Standards based off of developed Building Program Security Evaluation and Planning: Develop basic security system for the facility: including basic camera system and basic door hardware security system -not included is evaluation/ design for high security facilities

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 **Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;**
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; .7 Preparation for, and attendance at, a public presentation, meeting or hearing; .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; .9 Evaluation of the qualifications of bidders or persons providing proposals; .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; .4 Evaluating an extensive number of Claims as the Initial Decision Maker; .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 **To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.**

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (Two) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor .
- .2 40 (Forty) visits to the site by the Architect over the duration of the Project during construction .
- .3 2 (Two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete accordance with the requirements of the Contract Documents
- .4 2 (Two) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 18 (Eighteen) months of the date of this Agreement, through no fault of the

Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect.

Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall

not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES § 8.1 GENERAL § 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS § 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION § 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Lump Sum: \$ 175, 950.00 -One Hundred Seventy Five Thousand Nine Hundred Fifty Dollars and no /100

Based off of current known program and information. If during the course of the design the program changes from the known project information, the project fee will need to be reevaluated.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in above Lump Sum Amount

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly: Architect -per Hourly Billing Rates plus Reimbursables per chart

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten percent (10	%)
Design Development Phase	Twenty percent (20	%)
Construction Documents Phase	Thirty Five percent (35	%)
Bidding or Negotiation Phase	Ten percent (10	%)
Construction Phase	Twenty Five percent (25	%)
Total Basic Compensation one hundred percent (100 %)			

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect of Record	= \$110.00 per Hour
Project Manager	= \$75.00 per Hour
LEED Accredited Professional	= \$75.00 per Hour
Clerical	= \$ 45.00 per Hour

Employee or Category	Rate
See Above	See Above

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

Per the Following Rates: Printing 24x36 Sheets: = \$4.00/ sheet B&W Copies: = \$0.15/sheet Color Copies: = \$1.00/sheet Travel (mileage) = \$0.555/ mile

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Lump Sum Amount to be determined based upon level of Document/Project Completion Percentage

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Seventeen Thousand Five Hundred Ninety Five Dollars and no/100 (\$ 17,595.00) (10% of total project fees) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the Construction Administration invoices.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1-1/2 % One and One Half Percent

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

If during the course of the design the program changes from the known project information, the project fee will need to be reevaluated.

ARTICLE 13 SCOPE OF THE AGREEMENT § 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and

supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below: .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- a. AIA B101-2007 Exhibit A -Initial Information
- b. Belmont County Commission Request for Qualifications for Architectural Services (RFQ)
- c. GreenCore Designs/Breisch & Crowley’s Preliminary Project Budget and Project Schedule

This Agreement entered into as of the day and year first written above.

OWNER
Matt Coffland /s/
 (Signature)
 Matt Coffland, Belmont County Commissioner

ARCHITECT
Jeremy Greenwood /s/
 (Signature)
 Jeremy Greenwood, LEED A.P., R.A.
 ,GreenCore Designs, Inc.
 (Printed name and title)

(Printed name and title)
Mark A. Thomas /s/
 (Signature)
 Mark A. Thomas -Belmont County Commissioner

Ginny Favede /s/
 (Signature)
 Ginny Favede -Belmont County Commissioner

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

IN THE MATTER OF ADVERTISING FOR STATEMENTS OF QUALIFICATIONS FOR ENGINEERING SERVICES/SANITARY SEWER DISTRICT

Motion made by r. Thomas, seconded by Mr. Coffland to advertise for statements of qualifications for engineering services in connection with a sanitary sewer lift station and force main replacement project, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

Note: This is for the Stewart Lift Station and Force Main Replacement Project

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

Public Announcement

The Belmont County Commissioners intend to contract for engineering services in connection with a sanitary sewer lift station and force main replacement project. The project includes design of a sewage lift station, force main and inspection services. Engineering firms interested in being considered for a contract to provide the required services should reply with a statement of qualifications no later than **4:00 p.m., November 14, 2014**. Statements received after this deadline will not be considered.

Statements of qualifications should include information regarding the firm’s history; education and experience of owners and key technical personnel; the technical expertise of the firm’s current staff; the firm’s experience in performing engineering studies, securing project funding, design, construction administration and construction observation; availability of staff; the firm’s equipment and facilities; references; and any previous work performed for Belmont County.

Statements of qualifications should be transmitted to: Jayne Long, Clerk, Belmont County Commissioners; Stewart Lift Station & Force Main Replacement Project; 101 W. Main St.; St. Clairsville, OH 43950

As required by Ohio Revised Code 153.65-71, responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation, the Belmont County Commissioners will enter into contract negotiations with the firm deemed to be the most qualified.

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

Jayne Long /s/
 Jayne Long, Clerk

Times-Leader Advertisement: Two (2) Mondays: October 20, 2014 & October 27, 2014

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

OPEN PUBLIC FORUM – Patti Gianangeli spoke about the great job the DJFS staff did on the recent clothing voucher program. She said they worked very hard and noted that over 850 children benefited. She said no one agency can help everyone but, everyone can help someone. Commissioner Thomas said the agency did the best job it possibly could to get the message out to the public. There is always room for improvement. If we are fortunate enough to again receive the money for this program some changes will be made on getting the message out.

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 14-6 SLIP REPAIR (COUNTY HIGHWAY 86-PUGH RIDGE ROAD)

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineer’s **Project 14-6 Slip Repair**, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
BBR Drilling Co., Inc. 41462 Palmer Road Belmont, OH 43718	X	\$ 231,000.00
OHIO-WV Excavating Co. P. O. Box 128	X	\$ 214,214.00

Powhatan Point, OH 43942

Ohio Bridge Corporation

X

\$ 289,740.00

201 Wheeling Avenue
Cambridge, OH 43725

Engineer's Estimate: \$267,700.00

Present for the bid opening were Engineer Fred Bennett, Deputy Engineer Terry Lively, Robert DeFrank of The Times-Leader, and representatives from each bidder.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Engineer's Project 14-6 Slip Repair (County Highway 86-Pugh Ridge Road), to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follow:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

**IN THE MATTER OF BID OPENING FOR
COURTHOUSE SERVER UPGRADE/COMMISSIONERS**

This being the day and 9:45 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Courthouse Server Upgrade, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Digital Data Communications, Inc. 15 S. 5 th Street Martins Ferry, OH 43935	X	\$ 71,443.88

Present for the bid opening were John Schneider of Digital Data and Robert DeFrank of The Times-Leader.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Courthouse Server Upgrade to Barb Blake, Fiscal Manager, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Note: At 9:55 a.m. Commissioner Favede rejoined the meeting.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:57 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with David Hacker, Senior Services Program Coordinator, John Carlier, Fiscal Manager and Mike Kinter, HR Manager, 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:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:12 A.M.**

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

**IN THE MATTER OF AUTHORIZING THE POSTING
OF A PART TIME UNIT SUPPORT WORKER II POSITION
FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Program Coordinator of Senior Services of Belmont County to post for the position of part-time Unit Support Worker II.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AUTHORIZING THE
POSTING OF A FULL TIME DELIVERY WORKER (DRIVER)
POSITION FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Program Coordinator of Senior Services of Belmont County to modify the currently vacant part-time Delivery Worker (Driver) to full-time status, and post job bid in accordance with the standing Collective Bargaining Agreement.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ABOLISHING THE VACATED POSITION OF
SENIOR SERVICES CASE MANAGER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Program Coordinator of Seniors Services of Belmont County to abolish the recently vacated position of Senior Services Case Manager.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:18 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Bryan Minder, Belmont County 911 Director, and Bryan Butcher, Clemans, Nelson & Associates, and Barb Blake, Fiscal Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the promotion and compensation of a public employee and ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:57 A.M.

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter executive session with Sheriff Dave Lucas, Jail Administrator Brent Carpenter, Brian Butcher and James DiCaprio, Clemans, Nelson & Associates, HR Manager Mike Kinter and Fiscal Manager Barb Blake, pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:28 A.M.

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

IN THE MATTER OF RESOLUTION APPROVING TENTATIVE PACKAGE AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BELMONT COUNTY SHERIFF AND FOP/OLC

RESOLUTION APPROVING TENTATIVE PACKAGE AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BELMONT COUNTY SHERIFF AND FOP/OLC EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

BY THE BOARD:

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

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached in SERB Case No(s). 2013-MED-09-1056, 1057 (Unit A & B) by the parties referenced above be approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached in SERB Case No(s). 2013-MED-09-1056, 1057 (Unit A & B) by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Belmont County Sheriff and its authorized representative, are authorized to execute the attached collective bargaining agreement on behalf of the Employer.

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the foregoing resolution and upon roll call the vote was as follows:

Mr. Coffland Yes Mr. Thomas Yes Mrs. Favede Yes

ADOPTED at a regular meeting of the Board of County Commissioners of Belmont County, Ohio, this 15th day of October, 2014.

AGREEMENT BETWEEN THE BELMONT COUNTY SHERIFF'S OFFICE and THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. EFFECTIVE: January 1, 2014 EXPIRES: December 31, 2016

TABLE OF CONTENTS

Article 1 – Preamble/Purpose	1
Article 2 – Union Recognition.....	1
Article 3 – Dues Deduction.....	2
Article 4 – F.O.P. Representation.....	3
Article 5 – Management Rights.....	4
Article 6 – Non-discrimination.....	5
Article 7 – Grievance Procedure.....	5

Article 8 – Corrective Action..... 8
Article 9 – Rules and Regulations 10
Article 10 – Labor Management Committee 10
Article 11 – Personnel Files 11
Article 12 – Bulletin Boards/Miscellaneous 12
Article 13 – Seniority 13
Article 14 – Vacancy and Promotions..... 13
Article 15 – Layoff and Recall 15
Article 16 – Leaves and Leaves of Absence 16
Article 17 – Sick Leave 20
Article 18 – Injury Leave 22
Article 19 – Hours of Work 24
Article 20 – Overtime/Compensatory Time 25
Article 21 – Standby Pay 26
Article 22 – Report In and Call-In Work 26
Article 23 – Training 27
Article 24 – Vacations 27
Article 25 – Holidays 29
Article 26 – Health and Safety..... 30
Article 27 – Uniform Allowance 31
Article 28 – Professional Liability Insurance 32
Article 29 – Hospitalization and Major Medical 32
Article 30 – Wages 33
Article 31 – Severability 34
Article 32 – Waiver in Case of Emergency 35
Article 33 – No Strike/No Lockout 35
Article 34 – Copies of Agreement..... 35
Article 35 – Use of County Vehicle 36
Article 36 – Past Practice 36
Article 37 – Bargaining Unit Application of Civil Service Law 36
Article 38 – Drug/Alcohol Testing..... 37
Article 39 – Duration of Agreement..... 39
Signature Page 40
Memorandum of Understanding..... 41

**ARTICLE 1
PREAMBLE/PURPOSE**

SECTION 1. This Agreement, entered into by the Belmont County Sheriff, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P.", has as its purpose the following:

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

SECTION 2. To provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the Employer and the members of the bargaining unit.

**ARTICLE 2
UNION RECOGNITION**

SECTION 1. The Employer recognizes the F.O.P./O.L.C. as the sole and exclusive representative for those employees included in the bargaining units, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

SECTION 2. The Bargaining units include all full-time employees, as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 84-VR-04-0157 on May 2, 1984, and 84-VR-04-0159 on May 2, 1984 and as described in the units listed below unless changed by appropriate S.E.R.B. action.

Unit "A"	Unit "B"
Deputy Office	Sergeants
Deputy Dispatchers	Lieutenants
Deputy Matrons (Cook)	Captains
Deputies	

The parties recognize that this Agreement represents a multiple unit Agreement and unless delineated specifically by clause, all provisions of this Agreement apply to both bargaining units.

Excluded from inclusion in these bargaining units are all management level employees, confidential, supervisor, seasonal, and casual employees and all other employees specifically excluded by the Ohio Collective Bargaining Act.

SECTION 3. In the event that a new position is created within the department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the local F.O.P. representative, in writing, within thirty (30) calendar days. If the F.O.P. disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the F.O.P.'s notification to the Employer.

If the parties agree on the determination, it shall be implemented as agreed by the Employer and the F.O.P. If the parties do not agree, the position shall be subject to challenge by the F.O.P. to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

**ARTICLE 3
DUES DEDUCTION**

SECTION 1. The Employer agrees to deduct F.O.P. membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of the first sixty (60) days of their individual probationary periods.

SECTION 2. The Employer agrees to deduct regular F.O.P. membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See Appendix A) must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct F.O.P. dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. Any employee who chooses not to become a member of the F.O.P. shall, as a condition of employment, have deducted from his check a fair share fee in an amount equivalent to F.O.P. dues. Such deduction shall be made under the same terms as dues deductions. All dues, fees and assessments deducted from employee's pay (together with a list from whom deductions were made) shall be remitted to the F.O.P. office at 222 East Town Street, Columbus Ohio 43215 once each calendar month.

SECTION 3. The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this Article regarding the deduction of F.O.P. dues. The F.O.P. 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 F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

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

SECTION 5. 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 F.O.P. dues.

SECTION 6. The parties agree that neither the employees nor the F.O.P. 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 pay period that the F.O.P. dues deduction would normally be made deducting the proper amount.

SECTION 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

ARTICLE 4

F.O.P. REPRESENTATION

SECTION 1. Non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Employer has the right to restrict the number of non-employee representatives admitted to the Employer's facility at any one time. The F.O.P. agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

SECTION 2. The Employer will recognize six (6) employees selected by the F.O.P., to act as representative of the Lodge for the purpose of processing grievances at steps of the grievance procedure or attending meetings as authorized herein.

SECTION 3. The local representative shall confine his F.O.P. activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representatives to be held during regular duty hours, without loss of regular pay or benefits. County vehicles shall not be utilized for travel to conduct F.O.P. business except to the extent authorized, in advance, by the Shift Supervisor, Chief Deputy or Sheriff. No Employee shall be disciplined for properly engaging in Union Activity.

SECTION 4. Where grievance hearings, or other meetings, have been authorized by the Employer, or his representatives, to be held during regular duty hours of the aggrieved employee, the F.O.P. representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The F.O.P. representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

SECTION 5. The F.O.P. shall provide to the Employer an official roster of all its officers and its representatives, which is to be kept current at all times and shall include the following.

1. Name
2. Address
3. Home telephone number
4. F.O.P. office held
5. Immediate Supervisor

No employee shall be recognized by the Employer as an F.O.P. representative until the F.O.P. has presented the Employer with written certification of that person's selection as outlined above.

SECTION 6. Any F.O.P. employee representative shall cease unauthorized F.O.P. activities immediately upon any order by the Shift Supervisor, Chief Deputy, Sheriff or designee.

SECTION 7. The Employer agrees that, except for a declared emergency, two (2) delegates to the annual conventions of the F.O.P. shall be granted accrued leave, with pay, for the purpose of participating in such conventions. Such leave shall not be more than two (2) tours of duty for each delegate. Such leave will be approved upon receipt of two (2) weeks advance written notification by the F.O.P.

SECTION 8. The highest ranking F.O.P. official in the bargaining unit, or his designee, will be permitted to use up to sixty (60) hours of personal leave time (vacation, compensatory or personal days) during a year to attend to F.O.P. and Agreement matters within their capacity. During such service in these posts, the above-designated F.O.P. officials shall continue their entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a member as though they were at all times performing their job-related duties.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 1. The Employer possesses sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement or in O.R.C. 4117.

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Directs, supervises, evaluates, or hires employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, disciplines, demotes, or discharges for just cause;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the department as a unit of government;
- H. Effectively manages the work force;
- I. Take actions to carry out the mission of the department as a governmental unit.

SECTION 2. The F.O.P. recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 6

NON-DISCRIMINATION

SECTION 1. Neither the Employer nor the F.O.P. shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, religion, sexual preference, military status, genetic information, protected disability or national origin.

SECTION 2. 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 3. 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 matters may not be appealable to arbitration through the grievance procedure contained in this Agreement until the Employer, the employee, and their representatives have met at Step 1 and 2 of the grievance procedure in an effort to resolve the alleged violation prior to the appeal to either of these agencies and the employee has filed a complaint with either of these agencies, and the complaint is rejected.

SECTION 4. The Employer agrees not to interfere with the rights of bargaining unit employees to become, or not become, members of the F.O.P., and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P. membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., as long as the activity does not conflict with the terms of this Agreement.

SECTION 5. The F.O.P. agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P., and the F.O.P. shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P. or involvement in F.O.P. activities.

ARTICLE 7 GRIEVANCE PROCEDURE

SECTION 1. 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 2. All grievances must be processed at the proper step in order to be considered at the subsequent steps, unless the parties mutually agree otherwise in writing.

Any employee 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, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

SECTION 3. It is the mutual desire of the Employer and the F.O.P. to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: The grievant or class of grievants signed by employee, shall provide a written grievance to the supervisor within fourteen (14) calendar days after the employee knew or should have known of the occurrence that gave rise to the grievance. The supervisor will have seven (7) calendar days to investigate the grievance, and meet and discuss the grievance with the employee. The supervisor will provide a written response to the employee on or before the seven (7) calendar days from the date the grievance was filed. The timelines outlined in Step 1 may be waived or extended if mutually agreed upon by the Employer and the Union.

Step 2: If the grievance is not resolved in Step 1, the employee, with the appropriate F.O.P. representative, if the former desires, may refer the grievance to the Sheriff or his designee within seven (7) calendar days after receiving the Step 1 reply. The Sheriff or his designee shall have fourteen (14) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P. representative, if the former desires. The Sheriff or his designee shall investigate and respond to the grievant and/or appropriate F.O.P. representative within seven (7) calendar days following the meeting. The timelines outlined in Step 2 may be waived or extended if mutually agreed upon by the Employer and the Union.

Step 3: Arbitration:
If the grievance is not satisfactorily settled in Step 2, the F.O.P. may make written notification that the grievance will be submitted to binding arbitration. A notification for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply. Upon receipt of the intent to arbitrate the Employer or his designee and the representative of the F.O.P. shall, within twenty-one (21) calendar days following the notice for arbitration, jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation service domiciled in Ohio or Pennsylvania.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of nine (9) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the Federal Mediation and Conciliation service. A coin toss shall be used to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles in this Agreement. He may not modify or amend the Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The findings of the arbitrator shall be binding on all parties. (Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the F.O.P. in the event an alternate list is requested by mutual agreement of the parties). All costs directly related to the services of the arbitrator shall be equally divided between the Employer and the F.O.P.

Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees are split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

SECTION 4. All grievances shall contain all of the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Shift supervisor.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

SECTION 5. A grievance may be filed by bargaining unit members, or by the F.O.P., as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The F.O.P. shall not process a grievance on behalf of any member without the member's knowledge and consent. The F.O.P. shall attach a list of names of the members who have consented to the grievance at Step 2. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure. A bargaining unit member has the right to present grievances and have them adjusted, with or without the intervention of the F.O.P., as long as the adjustment is consistent with the terms of the Agreement and as long as the F.O.P. may be present at the adjustment.

SECTION 6. The Employer shall provide the F.O.P. with a list of management's designated representatives for each step of the grievance procedure.

ARTICLE 8 CORRECTIVE ACTION

SECTION 1. No employee shall be disciplined or discharged except for just cause.

SECTION 2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall normally consist of a letter of counseling, verbal warning, written reprimand, suspension/working suspension, demotion, and termination. Only letters of counseling received subsequent to the signing of this agreement shall be considered disciplinary action. During a working suspension, the employee shall report to work on the day(s) suspended and shall be compensated at their regular rate of pay. For purposes of recording the disciplinary action, a working suspension shall have the same effect as a suspension without pay in accordance with this Article.
- B. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline. The Employer reserves the right to skip any or all of the normal sequence of discipline, depending on the severity of the misconduct.
- C. The Employer agrees not to discharge or suspend an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee, and their representative. However, no prior hearing is required to temporarily suspend the employee in cases where the employee is charged with one of the following: gross insubordination; possession of firearms not in accordance with the Sheriff's policy; dishonesty; fighting; drunkenness; or being under the influence of alcohol or illegal drugs which may be verified by a voluntary sobriety test or medical examination. In such cases, the Employer may suspend the employee with pay, pending disposition until a pre-disciplinary hearing can be arranged. Said hearing must occur within ten (10) business days, excluding holidays and weekends, of the pre-disciplinary notice. The time limits of this provision may be mutually extended.

SECTION 3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 4. All disciplinary investigations shall be conducted in accordance with the provisions of this Article.

- A. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisor. However, prior to an employee being asked questions during an internal non-criminal investigation, which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have F.O.P. representation. The F.O.P. representation shall be the Union steward for the employee's bargaining unit. If no F.O.P. representative is available within a reasonable period of time (no more than two (2) hours) then the investigation will continue only if the delay would interfere with the ability of the department to effectively conduct the investigation.
- B. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at his appropriate rate of pay for the time spent being questioned.
- C. Any employee who refuses to answer questions may be charged with insubordination, only after receiving at least one warning that his continued refusal to answer questions may lead to disciplinary action.
- D. No polygraph or truth verification test may be administered without the voluntary consent of the employee.
- E. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.
- F. Prior to any suspension without pay or termination of an employee, the employee will be afforded notice of the charges against him and an opportunity to review the evidence against him prior to responding in his own defense. For the purpose of this review, the Employer reserves the right to delete from the evidence, the sources that provided evidence against the employee. An employee may request an F.O.P. representative and/or attorney to assist him in responding to the charges at a disciplinary hearing before a decision is made for a suspension without pay or termination. However, under no circumstances will the request to have an attorney present be permitted to unreasonably delay holding such a hearing.
- G. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. If the affected employee is in disagreement with the action taken by the Employer, he may file a grievance in accordance with the grievance procedure contained in this Agreement.
- H. Should an employee be placed on Administrative Leave pending investigation, leave may be for a period of forty-five (45) paid days and may be extended by written mutual agreement.

ARTICLE 9

RULES AND REGULATIONS

SECTION 1. Work Rules: The Employer shall ensure that all current permanent work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

SECTION 2. New Work Rules: The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

SECTION 3. Effect of Work Rules: A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 1 and/or 2 of this Article.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

SECTION 1. In the interest of effective communications either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least ten (10) business days, excluding holidays and weekends, in advance of the requested meeting day. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be held within a reasonable time period.

SECTION 2. The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the F.O.P. of changes made by the Employer, which affect 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 by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the F.O.P. representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to employees.

SECTION 3. There shall be no more than five (5) representatives for each party in attendance at the Labor/Management Conference.

SECTION 4. Any issue related to this contract that will affect or change the language or its meaning shall be taken to and voted on by the entire union membership at a union meeting held within five (5) business days, excluding holidays and weekends. Passage shall be by the majority of members attending.

ARTICLE 11

PERSONNEL FILES

SECTION 1. There shall be only one (1) official personnel file in the Sheriff's Office. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall

be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

SECTION 2. The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the employee's personnel file.

SECTION 3. Records of verbal warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline of a same or similar nature has occurred. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline of a same or similar nature has occurred. All disciplinary records that have ceased to have force and effect in accordance with this section shall be placed in a dead file and stored in accordance with the County's records retention schedule upon request by the employee.

SECTION 4. The following items shall be considered public information, available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards or commendations. All other documents in the personnel file shall be considered confidential to the extent allowed by law and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

ARTICLE 12

BULLETIN BOARDS/MISCELLANEOUS

SECTION 1. The Employer agrees to provide space for bulletin boards in the Deputies Room of the Sheriff's Office for use by the F.O.P.

SECTION 2. The bulletin boards may be used by the Lodge or Labor Council for posting notices of the following type:

- A. Recreational and social events.
- B. F.O.P. elections and elections results.
- C. General membership meetings and other related business meetings.
- D. General Lodge business of interest to members.

It is understood that no material may be posted on the Union bulletin board at any time, which contain the following:

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous or derogatory attacks upon the administration.
- C. Attacks on any other employee organization, regardless of whether the organization has local membership and,
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

SECTION 3. No F.O.P. related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the F.O.P.

SECTION 4. Items in violation of any provision of this Article shall be cause for the Employer to ask the F.O.P. to remove said item or items.

SECTION 5. The F.O.P. shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to F.O.P. business or bargaining unit representation to the bargaining unit members. The F.O.P. agrees that the use of the mailboxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P. business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or Sheriff's Office business. All mail placed into the mailboxes by the F.O.P. shall be the property of bargaining unit members to whom it is addressed, and such mail shall not be subjected to the Employer's review.

SECTION 6. It is agreed that the F.O.P. shall be permitted, upon a three (3) day notification in writing to the Sheriff or his designee, to place a ballot box at the Sheriff's Office up to two (2) times per calendar year for the purpose of collecting members ballots on issues relating to ratification, modification, or maintenance of this Agreement. Such boxes shall be the property of the F.O.P. and neither the ballot boxes nor their contents shall be subject to the Department's review. The F.O.P. shall take measures to secure the ballot box in the designated location and to protect it from tampering. The method of securing shall be that only an F.O.P. official shall be able to remove the ballot box. To further ensure security, the F.O.P. may assign at least one (1) off-duty F.O.P. member to oversee the F.O.P. balloting activity. The off-duty F.O.P. member shall not be compensated by the Employer.

ARTICLE 13

SENIORITY

SECTION 1. "Seniority" shall be computed on the basis 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, the employee loses all previously accumulated seniority.

SECTION 2. An approved leave of absence, as described in Article 16, 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 3. In case of layoff, persons with same hire date will be recalled in alphabetical order by last name.

ARTICLE 14

VACANCY AND PROMOTIONS

SECTION 1. Vacancies: Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of fourteen (14) calendar days, not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the fourteen (14) calendar day period has expired. Posting shall contain the classification title, rate of pay, and a brief summary of job duties.

SECTION 2. Promotions: For promotional appointments, the Employer shall consider applications from full-time, non-probationary employees that have been employed by Belmont County Sheriff's Office in the next lower classification. If there are less than two (2) applicants in the next lower classification, the application period shall remain open for an additional seven (7) calendar days to only full-time, non-probationary bargaining unit members in the next lower rank classification, and non-departmental applicants with a minimum of five (5) years of full-time law enforcement experience. Example: Captain, Lieutenant, Sergeant, Deputy, Jailer. Eligibility shall not be extended beyond two (2) active classifications. For the positions of Jail Deputy and Road Deputy, testing shall be held annually and shall be valid for a one (1) year period.

Road Deputies taking the Road Sergeant test and Jail Deputies taking the Jail Sergeant test must have completed their probationary period.

Every qualified applicant for the vacant position will be considered based upon the following criteria:

- A. Having a passing score of at least seventy percent (70%) or more on the Belmont County Sheriff's Office promotional examination for the vacant position. All promotional exams shall be developed by the labor management committee. (All promotional examinations must be job-related and in writing.) Disputes concerning the appropriateness of a particular examination shall first be referred to the Labor Management Committee and, if not resolved in that forum, may be the subject of a grievance initiated at Step Three (3) of the grievance procedure.
- B. A four (4) member Assessment Board, two (2) chosen by management and two (2) by the union, shall be selected to review each promotional appointment, as it becomes available, with the Sheriff or his designee as moderator. Recommendations will be based on the following criteria, not necessarily in the following order:
 1. Work Performance
 2. Attendance
 3. Appearance
 4. Skill and abilityThe Assessment Board will then present the Sheriff with the names of not more than three (3) finalists for consideration. The Sheriff must promote one (1) of the finalists presented by the Assessment Board.

- C. For a period of thirty (30) days after the test results become available, bargaining unit members shall be provided the opportunity to review their individual test papers. Test scores will be valid for a period of two (2) years from the date of

posting; one (1) year for Jail Deputy and Road Deputy testing. No credit for seniority, efficiency or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting such extra credit.

- D. After a promotion is made in accordance with (A) and (B) of this Section, the list of remaining applicants will be used for subsequent promotions within the same classification. Testing may reoccur when there are no longer any names left on the initial list or one (1) year, two (2) years for Supervisor testing, from the date the initial promotional test has expired.

SECTION 3. The F.O.P. shall be notified of the individual selected within five (5) calendar days of appointment.

SECTION 4. An employee selected shall be considered to have qualified for the position when he has completed the probationary period of six (6) months.

SECTION 5. Should an employee fail to satisfactorily complete his probationary period because he cannot perform the promotional duties, he shall be returned to his former position, and shall not be permitted to test for a period of one (1) year for any position from the date he returns to his former position.

SECTION 6. An employee or new hire who is awarded a position as a result of a successful application may not apply for another vacant position for a period of one (1) year from the date he assumes the new position. The probationary period for new hires is one (1) year.

SECTION 7. "Promotional position" is defined as any position that carries a higher rate of pay than the position the employee currently holds.

SECTION 8. The Employer may temporarily appoint bargaining unit employees to all positions within the agency for a period of up to forty-five (45) calendar days. These temporary appointments may occur at any time the Employer is in a promotional process as defined in this Article. If it becomes necessary for the Employer to continue the temporary appointment in excess of the forty-five (45) calendar day period, such extension may only occur if it is agreeable to both the Employer and the F.O.P.

Any agreed upon extension of temporary appointment shall be reduced to writing. Any employee so appointed under the terms of this Section, including new appointees, shall be notified in writing of the temporary nature of their appointment and that such appointment constitutes, in and of itself, no indication of appointment of a more permanent nature. Such Employees shall also be notified that they must comply with the terms of this Article in order to be permanently appointed.

ARTICLE 15

LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff is necessary due to lack of work, lack of funds, or a job abolishment (permanent deletion of a position/job function) due to a lack of funds, the affected employees shall be notified at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the F.O.P., agrees to discuss with a representative of the F.O.P., the impact of the layoff on the bargaining unit employees.

SECTION 2. The Employer shall determine within what classifications layoff shall be made. Employees will be laid off in accordance with their departmental seniority within the classification with the least senior employee being laid off first. Any employee receiving a notice of layoff shall have five (5) calendar days following receipt of such notice in which to exercise his right to bump a less senior employee in the next lower classification. The Employee bumping shall receive the top pay scale of the lower classification as described in Article 29. All temporary, intermittent, part-time, and seasonal employees in the classification will be laid off before full-time employees.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. 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 work section in which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

SECTION 4. Employees reinstated in the same classification from which the layoff occurred shall be paid at the same pay scale at which he was making at the time of layoff without loss of any seniority or increases. Employees reinstated to a lower classification shall receive the top pay scale for that classification. Full-time employees with recall rights shall be given the right to reinstatement before any temporary, intermittent, part-time or seasonal employee may be reinstated or hired.

SECTION 5. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 6. The recalled employee shall have seven (7) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by the employee and Employer.

SECTION 7. The Employer shall not contract out any bargaining unit work for the classifications listed in Article 2, Section 2 that would cause a lay-off.

ARTICLE 16

LEAVES AND LEAVES OF ABSENCE

SECTION 1. Leave Without Pay: Employees may be granted the following types of unpaid leaves of absence:

A. Disability Separation Leave

A physically incapacitated employee may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

- (a) hospitalized or institutionalized;
- (b) on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
- (c) is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. If the Employer designates a physician to determine if an employee is incapacitated and the Employer's physician declares the employee incapacitated, then the Employer will support any claim filed by the employee for disability to the Ohio Public Employees Retirement System (OPERS).

It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when the employee's sick leave or disability leave has expired. Time spent on disability leave prior to a disability separation shall be considered part of the two (2) year time period.

B. Educational Leave

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Sheriff's Office by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

C. Disability Leave

Upon request to the Employer, an employee who becomes ill, injured or pregnant shall be granted leave of absence without pay. The employee shall use all accrued sick leave before going on disability leave, subject to the Sick Leave Article.

A medical statement is required indicating the probable period the employee will be unable to work, as well as, the nature and cause of the disability. Should the disability leave of absence without pay exceed six (6) months, the employee may request and be granted a disability separation. If the Employer has reason to believe the employee's illness, injury or pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or

disability leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal, and pertinent medical records may be released to the Employer's physician.

D. Maternity Leave

Upon request to the Employer, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article. All maternity leave and/or Disability leave for maternity reasons shall comply with the Family and Medical Leave Act of 1993.

E. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

F. 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. Authorization for leave may not be granted in a disparate manner.

A leave of absence shall be requested on the standard Request for Leave Form.

G. Sick Leave Credit and Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, time spent on a pension-approved disability separation shall be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

H. 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 certified notice to the employee and the employee may be subject to corrective action.

I. Reinstatement From Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension for a justifiable cause within the various maximum time limits established under this Article.

J. Insurance Premiums During Leaves

Where an employee has requested, and been granted, a disability separation leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit programs for the duration of the leave from the date of approval of the leave, provided the employee makes arrangements with the Employer for the payment of the legally required monthly premiums.

SECTION 2. Leaves with Pay: Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, arbitration, and Board or Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., these absences would be leave without pay or vacation.

B. Military-Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. This service does not need to be in one continuous period of time.

Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered, by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of emergency.

C. Personal Leave

Each employee, after one (1) year of full-time employment, shall be entitled three (3) days of personal leave per payroll year. Each request for personal leave shall, whenever possible, be made at least one (1) day in advance of its intended day of usage (emergency considerations will be given). Personal leave is non-accumulative and must be used each year of the Labor Agreement.

D. Bereavement Leave

Bargaining unit employees shall be granted up to four (4) consecutive work days (8 hour shift) or three (3) work days (12 hour shift) of leave with pay for death in the immediate family, defined as mother, father, employee's spouse, child, or step-child, brother, sister, employee's grandparents, mother-in-law, father-in-law, grandchildren, step-grandchildren, step-father, step-mother, step-brother and step-sister.

Said leave will not be charged to any other earned leaves. Additional leave chargeable to sick leave may be arranged at the discretion of the Employer.

E. Family Medical Leave (FMLA)

The Employer may promulgate policies in compliance with the Family Medical Leave Act, as amended from time to time.

**ARTICLE 17
SICK LEAVE**

SECTION 1. All employees shall receive sick leave credit at the rate of 4.6 hours per eighty (80) hours of active pay status, but not during leaves of absence or layoffs.

SECTION 2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one-half (1/2) hour.

SECTION 3. The unused sick leave of an employee shall accumulate without limit.

SECTION 4. Sick leave shall be granted to an employee, upon approval of the Employer, and shall be in accordance with the following:

- A. All employees who are too sick, ill, or injured to report to duty shall report this fact to the supervisor in charge not less than one (1) hour prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or other arrangements have been made with the Employer.
- B. Such reports will contain the nature of the sickness or injury and whether attended by a physician or not.

- C. If the length of absence from duty cannot be determined; the employee shall call his supervisor subsequent to each working day to allow for proper manpower adjustments.
- D. No sick leave in excess of two (2) consecutive work days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification.
- E. The employee's supervisor shall be informed of the place where the employee can be contacted.
- F. All employees who use sick leave shall be required to sign a statement indicating the legitimacy and the reason for the use of sick leave.
- G. All employees having any serious contagious disease in their families shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.
- H. Where sick leave is requested to care for a member of the immediate family in excess of two (2) consecutive days, the Employer will require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family shall be defined as mother, father, sister, brother, spouse, child or any other person living in the employee's household.
- I. Employees failing to comply with sick leave rules and regulations may not be paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.
- J. The Employer may require an employee to take an examination conducted by a licensed physician chosen by the Employer, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on a job he can perform whenever reasonably possible or on sick leave or disability separation. If the employee's physician disagrees with the findings of the Employer appointed physician, a third physician - selected by the two (2) physicians involved - shall make the final determination. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.

SECTION 5. Employees (new hires) who have completed their probationary period, and who use sixteen (16) or less hours of sick leave in any one payroll year, shall be credited with an additional two (2) vacation days for the following year. Employees (new hires) who have completed their probationary period and who use eight (8) or less hours of sick leave in any one payroll year, shall be credited with an additional three (3) vacation days for the following year.

SECTION 6. At the time of their retirement or death, after ten (10) years of service with the Employer, employees or their beneficiary shall receive a cash payment of one-quarter (1/4) of their accumulation of three hundred (300) days. The maximum balance of such payment for this portion of their balance shall not exceed seventy-five (75) days. For the remainder of the balance over 300 days (2,400) hours), employees will receive 1/3 of the remaining balance up to a maximum of thirty (30) additional days. If there is no beneficiary, then the cash shall be forwarded to their estate. Such payment will be based on the employee's rate of pay, including longevity supplement, at the time of retirement or death and shall be received within thirty (30) days following the date of retirement or death, provided the employee notifies the Employer in writing on or about the date of retirement.

SECTION 7. Employees who have one hundred twenty (120) hours or more of unused sick leave may donate any excess amount of sick leave over the 120 hours paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the Belmont County Sheriff's Office. The donations shall not exceed a maximum of forty (40) hours per pay period. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in need of leave due to the serious illness or injury of the employee or the employee's immediate family, defined as mother, father, employee's spouse, child or step-child. Any employee who receives donated sick leave shall reimburse all employees who donated said leave. Such repayment will occur as the employee accrues said leave in active status. If multiple employees have donated leave, the first employee paid back will be the most senior.

ARTICLE 18 INJURY LEAVE

SECTION 1. In the event an employee is injured as a direct result of performing an assigned or sworn function within the scope of the employee's authority, the employee shall immediately notify the employee's supervisor and complete an injury report form.

SECTION 2. If the injured employee is unable to perform the employee's essential functions as a result of the injury, the employee shall do all of the following:

- A. Apply for Workers' Compensation benefits;
- B. Provide to the Employer a certificate from the employee's physician stating: the nature and extent of the injury, the anticipated course of the treatment, the nature and extent of any limitations upon the employee's work activities, and an anticipated date by which the employee is expected to be able to resume performance of the essential functions of the employee's job with or without accommodation;
- C. Provide the Employer with a signed medical release allowing the Employer to communicate with and collect relevant information from the employee's health care providers; and
- D. Provide to the Employer a completed "Reimbursement Agreement" (attached to this Agreement as an Exhibit).

SECTION 3. Upon review of the information described above and any additional information, the Employer shall determine if Wage Continuation or Transitional Duty is appropriate, and so notify the employee.

SECTION 4. Any sick leave utilized after the first work week due to the injury shall be restored to the employee if Wage Continuation is determined to be appropriate and is granted, and the days converted from sick leave to Wage Continuation under this Article.

SECTION 5. Wage Continuation for employees who do not qualify for Transitional Duty is limited to ninety (90) calendar days. Employees on Wage Continuation may be moved to Transitional Duty should the Employer determine it is appropriate to do so. Employees exhausting all available Wage Continuation may be considered for Transitional Duty. Employees who have exhausted all Wage Continuation but are unable to participate in Transitional Duty shall be placed on unpaid leave until they are able to return to duty, qualify for Transitional Duty or one (1) year elapses from the date of injury, whichever first occurs. Employees unable to return after the one (1) year shall be considered to have resigned.

SECTION 6. Any wage benefits paid to the Employee from any other source while on Wage Continuation shall be remitted to the Employer.

SECTION 7. The Employer shall determine if and when an employee is suited to a Transitional Duty position. Should the Employer determine an employee shall participate in the Transitional Duty program, the Employer shall so notify the Employee, indicate the transitional position assigned and provide the employee with the current job description for the Transitional Duty assignment if the position is already in existence. The Employer may create temporary positions for purposes of Transitional Duty assignments.

SECTION 8. If the employee declines the Transitional Duty assignment, the employee shall, within forty-eight (48) hours of receiving notice of the Transitional Duty assignment: provide a detailed explanation of the reasons, including a written statement from the employee's treating physician stating why the employee is unable to perform the Transitional Duty assignment. The Employer may, upon consideration of this information, either modify the Transitional Duty assignment to take into account any specific limitations on the employee's ability to work or elect to obtain a second opinion. The second opinion will be sought from a physician selected and paid by the Employer. The decision of this physician shall be final and binding on the parties and not subject to the grievance and arbitration provisions of this Agreement.

SECTION 9. Employees working Transitional Duty assignments shall continue any necessary treatment and keep the Employer apprised of the employee's progress and prognosis. The Employer may, from time to time, obtain information directly from the employee's health care providers in order to evaluate the Employee's ability to continue in the Transitional Duty program. The Employer may also direct the employee to take a fitness for duty exam at any time that it is deemed necessary.

SECTION 10. Employees refusing to report for Transitional Duty assignment, refusing to return to their essential functions with or without accommodation, refusing to take a fitness for duty exam or refusing to provide the information required by this Article, shall be considered to have voluntarily resigned.

SECTION 11. Both Wage Continuation and Transitional Duty pay shall be at the employee's regular rate of pay.

SECTION 12. Employees participating in either Transitional Duty or Wage Continuation shall remain subject to all standards of conduct, performance standards, Standard Operating Procedures and directives of the Employer.

SECTION 13. Employees shall not remain in Transitional Duty status in excess of one hundred eighty (180) calendar days, including any time spent on Wage Continuation. Employees exhausting all available Transitional Duty shall be placed on unpaid leave until they are fit for duty or upon the expiration of one (1) year from the date of injury, whichever first occurs. An employee unable to return to duty at the expiration of the one (1) year shall be considered to have voluntarily resigned.

ARTICLE 19 HOURS OF WORK

SECTION 1. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 midnight the following Saturday. The standard workday shall consist of eight (8) hours, unless modified by mutual written agreement of Labor and Management and affected employees.

SECTION 2. Active pay status shall include all scheduled work hours, as well as, all hours while on approved sick leave, holidays, personal days, vacation and compensatory time.

SECTION 3. If the Employer elects, he may uniformly change the work week computation to begin at 11:01 P.M. on Saturday and end at 11:00 P.M. the following Saturday provided that such change will not result in a lowering of wages or benefits, which would normally accrue during the work week defined in Section 1 above, and providing that an 8:00 P.M. to 4:00 A.M. shift shall have half of the normal eight (8) hours allocated to each week without negatively affecting shift differential.

SECTION 4. In the event employees are scheduled to work when the time changes, required by daylight savings, are implemented they will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

SECTION 5. All breaks shall be treated as paid work time as approved by the employee's supervisor. Employees shall not leave the grounds while on a paid break.

ARTICLE 20 OVERTIME / COMPENSATORY TIME

SECTION 1. Bargaining unit members shall be compensated at straight time for all hours in paid status, except that any hours in excess of forty (40) hours in any workweek shall be compensated at a rate of time and one-half (1½) times the employee's rate of pay. All overtime shall be prior authorized by an appropriate supervisor at the direction of the Sheriff or his designee. Captains shall have all overtime authorized by the Sheriff or his designee. Overtime is "prior" authorized, unless an emergency exists, that requires immediate response.

SECTION 2. All overtime compensation shall be by cash payment, unless the employee elects to receive compensatory time off. Employees, at their option, may accumulate no more than forty (40) hours of compensatory time. All compensatory time must be used within one hundred eighty (180) days of accumulation. Should the Employer deny the use of compensatory time, it shall be paid at the end of such one hundred eighty (180) day time period. The use of compensatory time shall be approved in advance by the Sheriff or his designee, provided that usage of compensatory time shall be approved or disapproved within twenty-four (24) hours of the time at which application is made.

SECTION 3. The Employer shall make a concerted effort to equally distribute overtime opportunities among qualified employees in each classification with employees currently in the same classification having right of first refusal for overtime opportunities in that classification:

The Employer and Union agree to use the "code red" messaging system, except as may be provided below.

In the event the Employer has notice of four hours or less (i.e. sick leave) that overtime is required to fill a shift, the Employer may deviate from the overtime rotation list to the extent that the Employer may offer the overtime to eligible qualified bargaining unit employees on duty at that time in accordance with their status on the overtime rotation list. If the employees do not wish to work the overtime the Employer may require the least senior of the employees to whom the overtime was offered to remain on duty until such time as a replacement is secured.

The overtime rotation system specified herein shall not be applicable to routine overtime work, which is a continuation of an assignment begun during the employee's regular shift.

The Employer will maintain a listing of opportunities offered to each employee. The listing will include the number of hours worked by each employee and the number of overtime hours refused by each employee. The combined total of overtime hours worked and overtime hours refused shall constitute the amount of overtime hours offered to the employee. If an employee cannot be contacted when overtime hours are offered, that employee shall not be charged with an overtime opportunity and a notation of "No Contact" (NC) shall be noted on the overtime rotation list. Any employee not qualified for the overtime assignments who is therefore by-passed on the list shall be noted as "Not Applicable" (NA).

SECTION 4. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time, unless overtime has been approved by the Employer.

SECTION 5. There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

ARTICLE 21 STANDBY PAY

SECTION 1. Standby pay is defined as payment for an assignment, which requires an employee to be immediately available, on a continuous basis during his normal off-duty hours. An employee shall be on standby status when he is personally notified by the Employer or his designee that he is on standby. Standby status will be rotated among all qualified bargaining unit employees in the Sheriff's Office. When the Employer requires that an employee must be available for work and be able to report for work in less than an hour, the employee shall be compensated at the rate of twenty-five dollars (\$25.00) for each day of standby during his normal off-duty hours. If the employee is called out to work, any such call-out will be at the rate of one and one-half (1½) times pay or compensatory time for each hour of call-out. In the event of actual call-out, the twenty-five dollars (\$25.00) per day shall be waived.

SECTION 2. Any employee on standby who cannot be contacted or fails to report to work shall not be eligible for standby pay for that shift.

ARTICLE 22 REPORT-IN AND CALL-IN WORK

SECTION 1. Any employee who accepts an authorized request to work during hours outside his regularly scheduled time, excluding court duty, shall be paid in the following manner after reporting to his regular work assignment:

- A. An employee called, while at home, and required to begin work any time more than one (1) hour prior to his regularly scheduled shift, shall be guaranteed a minimum of two (2) hours pay at the appropriate rate of pay for such work in addition to his regularly scheduled shift pay.
- B. An employee enroute to work in his assigned departmental vehicle, who is called on the vehicle radio, at any time over one (1) hour prior to the starting time of the employee's regular shift, and requested to perform duties outside his regularly scheduled shift, shall be guaranteed three (3) hours pay at the appropriate rate of pay for such work in addition to his regularly scheduled shift pay.
- C. An employee requested to begin work anytime within one (1) hour immediately preceding the start of his regular shift, shall be paid at the appropriate rate of pay only for the time actually worked.
- D. When a bargaining unit member is called back to work by a supervisor for hours not abutting his regular shift hours, he shall be paid a minimum of three (3) hours at the appropriate rate of pay. This provision shall apply to members called in for off-duty court appearances and to departmental meetings. This minimum call-in guarantee shall be paid at one and one-half (1½) times the member's regular rate of pay when the member is thereby placed in overtime status. All report-in and call-in work, which is in addition to the employee's regular schedule, must have prior authorization of the Employer or his designee.

**ARTICLE 23
TRAINING**

SECTION 1. Each employee may be offered up to forty (40) hours of training per calendar year. Said training or schooling is not to be mandatory, but left to the discretion of the Employer, unless said training is mandated by State and/or Federal law or is a necessary qualification stated within an employee's job description. All training and schooling will be scheduled in accordance with the needs of the Employer and rotated among the full-time employees by classification seniority before being offered to other employees. All training and schooling shall be posted thirty (30) days in advance. There is no requirement to post refresher courses or additional training for employees with special assignments unless said employee declines further training.

SECTION 2. Firearms training during on-duty time shall be conducted by the firearms instructor a minimum of twice per year. Ammunition for said training is to be supplied by the Employer. Safe weapons are a necessity and random inspection of firearms by a qualified supervisor will be periodically carried out.

SECTION 3. Certified bargaining unit employees shall be provided with fifty (50) rounds of ammunition per month for training purposes.

**ARTICLE 24
VACATIONS**

SECTION 1. All full-time employees shall earn vacation leave with pay as follows:

<u>Length of Service</u>	<u># of Weeks</u>	<u>Hourly Equivalent</u>
Less than 1 (1) year	0	0
One (1) year to five (5) years	2	80
Six (6) years to twelve (12) years	3	120
Thirteen (13) to years to nineteen (19) years	4	160
Twenty (20) years to twenty-four (24) years	5	200
Twenty-five (25) years and over	6	240

Such vacation leave shall be accrued to employees at the following rates:

<u>Vacation Accrued</u>	<u>Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

SECTION 2. Each employee entitled to vacation will schedule at least forty hours (40) of vacation on consecutive days. The balance of any vacation may be taken in units of not less than four hours. Vacation may be changed because of exigent circumstances.

An employee shall have the right to take vacations according to his classification seniority, subject to the scheduling requirements of the Department, and in accordance with the selection procedure of Section 3 and 4 of this Article.

SECTION 3. An employee requesting a one (1) day non-prescribed vacation, must submit his request to his immediate supervisor at least three (3) work days prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted five (5) workdays prior to the commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

SECTION 4. The order of selecting a vacation shall be by classification and seniority. No more than one (1) employee per shift of the road division, and no more than one (1) per shift of the jail division covered hereunder shall be permitted vacation leave at any one time, unless authorized by the Employer. In order to be granted preference hereunder, requested vacation time must be submitted to the employee's immediate supervisor in writing no sooner than January 1st (first) or later than March 1st (first) of each payroll year. Vacation requests submitted after March 1st (first) shall be scheduled on a first come, first served basis.

SECTION 5. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the employee's next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed three (3) years accrual rate.

SECTION 6. Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

SECTION 7. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

SECTION 8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

SECTION 9. Prior service dates must be provided within one year of employment.

**ARTICLE 25
HOLIDAYS**

SECTION 1. All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Policeman's Memorial Day
Labor Day	Employee's Birthday

The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday. If an employee's birthday falls on another holiday listed in Section 1, then the next available workdays shall be considered the holiday.

SECTION 2. If an employee is required to work on any of the holidays listed in Section 1 above, he shall be entitled to pay for such time worked at one and one-half (1 ½) times his regular base rate of pay, plus he shall receive eight (8) hours of holiday pay, with the exception of the four major holidays (Christmas, New Year's Day, Independence Day, and Thanksgiving Day). Employees required to work on these four major holidays shall receive eight (8) hours holiday pay with additional holiday pay equal to any hours over the eight the employee is required to work. The bargaining unit member may select compensatory time in lieu of the paid holiday time. If Employee does not work the holiday, compensatory time is not calculated at time and one half (1½).

SECTION 3. If the holiday falls on the employee's scheduled duty day. The Employer shall not arbitrarily schedule the employee off on said holiday.

SECTION 4. Employees reporting off sick during assigned scheduled hours, which is a holiday, shall be charged scheduled hours of sick leave in lieu of holiday pay.

**ARTICLE 26
HEALTH AND SAFETY**

SECTION 1. The Employer agrees to maintain, in safe working condition, all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

SECTION 2. Adequate first-aid equipment will be provided.

SECTION 3. Any employee involved in a critical incident shall have immediate access to a psychologist or psychiatrist for post critical incident counseling at no cost to the employee. The Employer shall assign the licensed health care professional of his choice.

SECTION 4. The Labor Management Committee shall investigate and make recommendations to the Employer regarding the disposition of high mileage vehicles, and any allegation of a safety issue described in this Article.

SECTION 5. The employee assigned the cruiser will be responsible to schedule an inspection during the first quarter of each calendar year. The safety and service check list is to be taken to the authorized service department. After the inspection, the safety and service check list is to be returned to the sheriff and arrangements made to have cruiser serviced per the inspection.

SECTION 6. The Employer shall replace ammunition for every certified employee every spring for qualifications.

SECTION 7. The Employer will make every reasonable effort to provide the following manpower per shift:

- A. One (1) Road Supervisor (Road Sergeant or Senior Deputy) and two (2) Road Deputies,
- B. One (1) jail supervisor or DIC and three (3) jail deputies.
- C. There shall be one (1) cook on duty from 6:00 a.m. to 6:30 p.m.

This section, and the requirements herein, shall in no way interfere with the Employer's right to add to or reduce the workforce or with any other provision or rights of the Employer under Article 5 of this Agreement.

SECTION 8. Any employee involved in an accidental or negligent discharge of weapon will be required to complete 4 hour remedial firearms instruction before returning to work or be placed in working area where weapon is not required until completion.

**ARTICLE 27
UNIFORM ALLOWANCE**

SECTION 1. The Employer agrees to maintain uniforms for each employee.

- A. The Employer shall provide, at no cost to the employee, a protective vest (soft body armor) for each member of the bargaining unit assigned to work as a Jailer or Road Deputy, who notifies the Sheriff in writing that he desires and will wear the vest while on duty. Such vest shall be replaced by the Employer in accordance with the manufacturer's specifications.
- B. New hires will receive necessary uniforms and equipment at the date of hire as listed in Appendix B. They must wait at least six (6) months before receiving any additional clothing allowance. If a new hire is terminated within the probationary period, all uniforms and equipment shall be returned to the employer.

Every January and July of each year, each bargaining unit member shall receive a uniform/clothing allowance check in the following amount:

	Matron/Cook Office Deputy	All Other Bargaining Unit Members
2014	\$500.00	\$700.00
2015	\$500.00	\$700.00
2016	\$500.00	\$700.00

Only BSSA approved uniforms may be worn on duty.

SECTION 2. In addition to the above, the Employer shall replace, at no cost to the employee, any uniform or piece thereof, which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or his designee, supported by documentation (e.g., an incident report or call in record). After which, the Employer shall make the appropriate allowance to replace the uniform or piece.

SECTION 3. All uniforms, accessories, and other items of clothing purchased by the Employer, shall remain the property of the County. Upon termination of employment, the employee shall return such uniforms or clothing items to the County or, with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

SECTION 4. Any personal property used in the line of duty that is lost or damaged during the performance of duty will be replaced or repaired at the Employer's expense, unless the damage or loss was caused by the employee's negligence. Any loss or damage must be reported to the employee's supervisor, in writing, within a reasonable amount of time. The report shall contain details surrounding the loss and reasons for the damage of personal property. A limit of fifty (\$50.00) dollars shall be placed on watches.

SECTION 5. Any changes in the required uniforms, clothing and accessories shall be paid by the Employer without regard to the allocated clothing allowance.

SECTION 6. The Employer has the right to establish standards of dress, which reasonably conform to the amounts of money allocated to the clothing allowance. The Employer has the right to enforce such standards uniformly, including relieving an employee from immediate duty, until he conforms to the standards.

If an employee has been charged with uniform violations and faces time off without pay through the disciplinary procedures, the Employer may, in lieu of time off, implement a uniform voucher receipt system for one uniform allowance payment during a one (1) year period for such employee.

**ARTICLE 28
PROFESSIONAL LIABILITY INSURANCE**

SECTION 1. The Employer shall continue to provide professional liability insurance in amounts, which meet or exceed the amount being provided at the time this contract is executed (which consists of \$1,000,000.00 per person and \$1,000,000.00 per incident).

**ARTICLE 29
HOSPITALIZATION AND MAJOR MEDICAL**

SECTION 1. The Employer agrees to maintain any medical and Life/Accidental Death and Dismemberment insurance programs implemented by the County Commissioners each medical and Life/Accidental Death and Dismemberment program contract year during the life of this Agreement.

SECTION 2. The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract.

SECTION 3. All employees shall pay, through payroll deduction, ten percent (10%) of their insurance premiums during the life of this Agreement; provided.

SECTION 4. The Belmont County Commissioners agreed to provide vision and dental insurance for all bargaining unit members, effective June 1st, 1994.

SECTION 5. Belmont County provides all eligible full time employees under the age of 65, life insurance protection of \$25,000.00. Also, accidental death and dismemberment (AD&D) coverage of \$25,000.00 is provided.

ARTICLE 30

WAGES

SECTION 1.

- A. Effective the first full pay in January of each year, the rate of pay for each bargaining unit position shall be as set forth below (represents 0% increase in 2014; 2% increase in 2015; 2% increase in 2016):

NOTE: All current bargaining unit employees shall be placed into the non-probationary rate of pay for their appropriate classification.

		Non- Probation to 5 yrs	5 years or More
Captain (represents step rate increases of	2014	\$23.77	\$24.47
	2015	\$24.25	\$24.96

6.25% / 9.375% / 12.5% over Lieutenant wage scale)	2016	\$24.72	\$25.45	\$26.17

Lieutenant (represents step rate increases of 6.25% / 9.375% / 12.5% over Sergeant wage scale)		Probation	Non-Probation to 5 yrs	5 years or More
	2014	\$21.13	\$21.76	\$22.38
	2015	\$21.55	\$22.19	\$22.82
	2016	\$21.97	\$22.62	\$23.26

Sergeant (represents step rate increases of 6.25% / 9.375% / 12.5% over Deputies wage scale)		Probation	Non-Probation to 5 yrs	5 years or More
	2014	\$18.79	\$19.34	\$19.89
	2015	\$19.16	\$19.72	\$20.28
	2016	\$19.53	\$20.11	\$20.68

Deputies		Probation	1 - 2 years	3 - 4 yrs	5 - 7 yrs	8 yrs or More
	2014	\$15.08	\$15.38	\$16.14	\$16.91	\$17.68
	2015	\$15.38	\$15.68	\$16.44	\$17.24	\$18.03
	2016	\$15.69	\$15.99	\$16.78	\$17.58	\$18.38

Office, Control, Cooks		Probation	1 - 2 years	3 - 4 yrs	5 - 7 yrs	8 yrs or More
	2014	\$11.94	\$12.18	\$12.79	\$13.40	\$14.01
	2015	\$12.18	\$12.42	\$13.04	\$13.67	\$14.29
	2016	\$12.42	\$12.67	\$13.31	\$13.94	\$14.57

Deputy Dispatcher		Probation	1 - 2 years	3 - 4 yrs	5 - 7 yrs	8 yrs or More
	2014	\$13.44	\$13.71	\$14.40	\$15.08	\$15.77
	2015	\$13.71	\$13.98	\$14.68	\$15.38	\$16.08
	2016	\$13.98	\$14.26	\$14.98	\$15.69	\$16.40

B. Employees promoted or assigned to a higher classification and whose current rate exceeds that classification's probationary rate shall be placed in the entry-level base rate full pay schedule.

SECTION 2. Any bargaining unit member who is designated to and performs the duties of a higher classification shall be paid the Non-probation-5 yrs step rate of pay for that classification for all such work performed.

SECTION 3. All bargaining unit employees shall receive a Three Hundred Dollar (\$300.00) shift differential payment in the last check of the first payroll in November, and payment shall be made separate from the employees' regular paycheck.

SECTION 4. All current Sergeants that have completed their probationary period as a Sergeant will move into the top step for Sergeants.

ARTICLE 31

SEVERABILITY

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the F.O.P. will meet promptly for the purpose of negotiating a mutually satisfactory provision on the same subject matter according to the provisions of O.R.C. Chapter 4117.

ARTICLE 32

WAIVER IN CASE OF EMERGENCY

SECTION 1. In case of a publicly declared emergency, defined as Acts of God or civil disorder, declared by the President of the United States, the Governor of the State of Ohio, the Belmont County Sheriff or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer until the emergency is over:

A. Time limits for the processing of grievances, and

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

SECTION 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 33
NO STRIKE/NO LOCKOUT**

SECTION 1. The F.O.P. agrees to the essential nature of service provided by its members in protecting the public's health and safety. In recognition of this fact, the F.O.P. agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the F.O.P. agrees that it shall join the Employer in requiring its members to return to work immediately.

SECTION 2. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

SECTION 3. 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 authorized or unlawful strike.

**ARTICLE 34
COPIES OF AGREEMENT**

SECTION 1. The F.O.P. will provide copies of this Agreement to each member of the bargaining unit.

**ARTICLE 35
USE OF COUNTY VEHICLES**

SECTION 1. Prior to instituting any change in the assignment/use of County vehicles, the Employer will meet and discuss the issue with the F.O.P. through a labor/management meeting. The final determination on the issue shall remain with the Employer.

SECTION 2. If the Employer determines to institute a change, which would result in the reduction or rescission of the use of County vehicles, such reduction or rescission shall normally start with the least senior employee in the lowest classification. Shifts will also be considered as necessary.

SECTION 3. The Employer may, for just cause, restrict the utilization of vehicles based on non-compliance with established standards and/or procedures. Such action shall be considered the equivalent of disciplinary action for purposes of this provision and may be grieved in accordance with the terms of this Agreement.

SECTION 4. The employer may limit the use of county vehicles to one car/take home car per household should two family members be employed by this agency.

SECTION 5. The Employer retains the right to install GPS devices on any County vehicles. Prior to installation, the Employer will meet with the Union to discuss details.

**ARTICLE 36
PAST PRACTICE**

SECTION 1. Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms or conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the F.O.P. take place and said alteration is put in writing and signed by the parties.

SECTION 2. Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, shall not be altered until and unless good faith discussion through the labor/management meeting between the Employer and the F.O.P. take place.

**ARTICLE 37
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

SECTION 1. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this Agreement. The applicability of Civil Service shall be governed by the Ohio Revised Code.

**ARTICLE 38
DRUG / ALCOHOL TESTING**

SECTION 38.1. Drug/Alcohol testing may be conducted on employee's post-incident, upon reasonable suspicion, or at random. Any random testing program will be developed with input from the Union.

A bargaining unit employee may, of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test, if he is involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

SECTION 38.2. All drug-screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

SECTION 38.3. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence and/or otherwise too impaired to perform his duties. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

SECTION 38.4.

A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result e testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

SECTION 38.5.

A. If a drug-screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.

B. In the event the second (2nd) test confirms the result of the first (1st) test; the Employer may proceed with the sanctions as set forth in this Article.

C. In the event that the second (2nd) test contradicts the result of the first (1st) test, the Employer may request a third (3rd) test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of doubt and no sanctions shall be imposed.

D. In the event that any two (2) results are positive, the employee is entitled to have the sample in the third (3rd) container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

SECTION 38.6. A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

SECTION 38.7. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who

participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

SECTION 38.8. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

SECTION 38.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

SECTION 38.10. All test results and actions taken under or pursuant to this Article shall be kept confidential to the extent provided by state and federal law.

SECTION 38.11. An employee on prescribed medication which his or her doctor notified the employee it would impact his or her ability to perform the essential functions of the job in a safe manner shall notify the Employer of such medication. The Employer may send the employee to a Medical Review Officer to ensure said employee is capable of performing the essential functions in a safe manner.

**ARTICLE 39
DURATION OF AGREEMENT**

SECTION 1.

- A. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until midnight December 31, 2016, unless otherwise terminated as provided herein.
- B. 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. and all prior Agreements, either oral or written, are hereby canceled.
- C. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 15th day of _____ October _____, 2014.

FOR THE EMPLOYER

FOR THE UNION

David Lucas, Sheriff

Chuck Wilson - Chief Negotiator

BELMONT COUNTY COMMISSIONERS:

UNION REPRESENTATIVES:

Brian D. Butcher, Labor Relations Consultant

James J. Dicaprio, Labor Relations Consultant
Approved as to form:

Belmont County Prosecutor

**MEMORANDUM OF UNDERSTANDING
ARTICLE 30 - WAGES**

This Memorandum of Understanding is between the Belmont County Sheriff (Employer) and the FOP/OLC (Union), collectively (The Parties). All bargaining unit employees in the classification of Sergeant with ten (10) or more years of service credit upon the effective date of this agreement shall receive a rank differential equal to twelve and one-half percent (12½%) greater than the maximum step for Deputies in each year of the agreement. In addition to the new base rate of pay, each qualifying Sergeant will continue to receive their current longevity pay for the life of this contract.

Should any qualifying Sergeant receive a promotion during the life of this contract, that individual will forfeit his/her longevity and be placed into the appropriate step.

All bargaining unit employees in the classification of Captain with ten (10) or more years of service credit upon the effective date of this agreement shall receive a rank differential equal to twelve and one-half percent (12½%) greater than the maximum step for Sergeants, plus an additional five (5) cents, in each year of the agreement. In addition to the new base rate of pay, each qualifying Captain will continue to receive their current longevity pay for the life of this contract.

RECONVENED OCTOBER 16, 2014. ALL COMMISSIONERS PRESENT. NO FURTHER BUSINESS.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:38 A.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 9:38 a.m.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

Read, approved and signed this 22nd day of October, 2014.

COUNTY COMMISSIONERS

We, Matt Coffland and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

PRESIDENT

CLERK