

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of September 26, 2001, were read, approved and signed.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING TAPE FOR THIS MEETING DAY.

IN THE MATTER OF THE 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. Olexo, seconded by Mr. Thomas 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
ACS Government Records Management	UCC/Land indexing/Recorder-General	3,676.50
ACS Government Records	UCC/Land indexing/Recorder-General	3,346.65
J. Mark Costine, Judge	Conference reimb/Probate Ct-General	667.80
Ohio AFSCME Care Plan	Dental & Drug coverage-General	225.00
Kirk M. Thompson	Seminar reimb/Public Defender-General	109.96
Bel Co CSEA Administration Fund	IV-D Contract pmt/Magistrate-General	2,627.68
Paul B. Jefferis	Misc attorney fees-General	1,464.97
Polar Water	Water dispenser-Probate Court	44.95
Lowe's Companies, Inc.	Fans for gym at C-Cap-Juvenile Court	258.00
King's Jewelers	Drug court bracelets-Juvenile Court	52.41
Marathon Oil Company	Gas/C-Cap-Juvenile Court	224.86
Mary Lyle	July/Aug mileage-Juvenile Court	304.29
Rae Ann Marling	Victim of Crime payment-Juvenile Court	315.12
Jeter	File folders-Northern Ct Gen Spec Proj	1,423.23
McGhee and Company	Printer toner-Probate Computer Fund	89.99
Express Graphics	Envelopes-Eastern Gen Spec Projects	617.20
MCI	Service/Ed Gorence-Common Pleas Grant	11.18
Ohio Municipal Advisory Council	Bond/Other Expenses/Computer-Common Pleas	64.75
Firststar Trust Services	Bond/Other Exp/Computer-Common Pleas	35.00
Cusip Service Bureau	Bond/Other Exp/Computer-Common Pleas	6.86
Delinquent Collectors of Ohio, Inc.	Tax collection service-Treasurer's	1,783.70

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for September 28, 2001 as follow:

FUND	AMOUNT
General/Disaster Services	\$310.24
General/Sheriff's	\$1,580.24, \$39.49
Belmont County 9-1-1	\$829.42, \$2,547.50
BCDJFS/PA	\$192.00
BCDJFS/CSEA	\$24,874.80
BCDJFS/Children Services	\$199,174.30, \$579.31
Engineer's MVGT	\$5,642.46, \$272.45

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR VARIOUS JUVENILE COURT
FUNDS

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfers within fund for the various Juvenile Court Funds.

FROM	TO	AMOUNT
PLACEMENT M064-M05 Placements	M064-M02 PERS	900.00
INTAKE COORDINATOR M062-M12 Transfers Out	M062-M02 PERS	919.12
C-CAP DONATED M055-M18 Intake Fee	M055-M08 Transfers Out	2,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER WITHIN
FUND FOR THE M55, M67, AND M70
JUVENILE COURT FUNDS

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for the M55, M67, and M70 Juvenile Court Funds as follows:

FROM	TO	AMOUNT
M055-M02 Supplies	M055-M12 PERS	\$1,289.51
M070-M04 Supplies	M070-M06 Medicare	30.00
M067-M03 Workers Comp	M067-M01 Salaries	270.60

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
A401-A11 Other Expenses	A001-H01 Examination Fees	\$ 495.00
A401-A11-Other Expenses	A101-F06 Budget Commission	\$ 39.04
A401-A11 Other Expenses	A002-G43 Supplies/N.Ct.	\$ 100.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
OF FUNDS FOR THE BELMONT COUNTY
ENGINEER DEPARTMENT N002 FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
N002-N12 CONT PROJECTS	N002-N22 CONT PROJECTS	\$2,000.00
N002-N05 OTHER EXPENSE	N002-N22 CONT PROJECTS	\$1,400.00
N002-N15 OTHER EXPENSE	N002-N22 CONT PROJECTS	\$1,200.00
N002-N25 OTHER EXPENSE	N002-N22 CONT PROJECTS	\$1,600.00

TOTAL

\$6,200.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF TRANSFER WITHIN
FUND FOR THE BELMONT COUNTY
EMERGENCY PREPAREDNESS GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer within fund for the Belmont County Emergency Preparedness Grant Fund.

FROM	TO	AMOUNT
P092-P03 OTHER EXPENSES	P092-P04 PERS	\$ 69.49
P092-P01 Salaries	P092-P04 PERS	\$ 87.96

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE M067
JUVENILE COURT'S ALTERNATIVE SCHOOL**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 26, 2001.

M067 Juvenile Court Alternative School

M067-M02 PERS	\$2,000.00
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Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE N-32
BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 26, 2001.

BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND N-32

N032-N01 Contract Services	\$64,978.00
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*****State of Ohio/ARC and EDA grant monies**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE COMMON PLEAS
COURT COMPUTER FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 26, 2001.

S-95 COMMON PLEAS COURT COMPUTER FUND

S095-S03 Other Expenses	\$300.00
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF CASH ADVANCE
OF FUNDS FOR THE JUVENILE COURT
ALTERNATIVE SCHOOL PROGRAM FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following CASH ADVANCE of funds for the Juvenile Court Alternative School Fund M67 (Advances In) from the Juvenile Court C-Cap Donated Fund M55 (Transfers Out) as follows:

FROM	TO	AMOUNT
M055-M08 Transfers Out	M067-M08 Advances In	\$2000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF GRANTING
REQUEST TO TRAVEL FOR BCDJFS
EMPLOYEES**

Motion made by Mr. Olexo, seconded by Mr. Thomas to grant the following requests to travel for BCDJFS employees:

Name: Dwayne Pielech and John LaRoche
Destination: Columbus, OH
Dates of Travel: October 28-31, 2001
Purpose: CWLA National Conference
Estimated Expenses: \$1,012.80

Name: Jim Kalonick and Dwayne Pielech
Destination: Columbus, OH
Dates of Travel: October 22, 2001
Purpose: Protect Ohio Evaluation Meeting
Estimated Expenses: \$102.80

Name: Lynn Pappas and Terri Piazza
Destination: Columbus, OH
Dates of Travel: October 17-18, 2001
Purpose: WIA Fiscal Conference
Estimated Expenses: \$312.80

Name: Peggy Graham, Karen Ware and Kathy Crumbley
Destination: Columbus, OH
Dates of Travel: October 5, 2001
Purpose: ABACUS Meeting
Estimated Expenses: \$112.80

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF GRANTING
PERMISSION FOR COMMISSIONER OLEXO TO TRAVEL**

Motion made by Mr. Probst, seconded by Mr. Olexo granting permission for Commissioner Ryan E. Olexo to travel to Athens, Ohio on October 1-4, 2001 to attend Ohio University's Executive Leadership Seminar. Estimated expenses are: \$984.49

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF RE-ADVERTISING
FOR BIDS FOR REPLACEMENT OF FILTER MEDIA
AT WATER TREATMENT PLANT/SANITARY SEWER**

Motion made by Mr. Olexo, seconded by Mr. Thomas to re-bid for the Replacement of the Filter Media at the Water Treatment Plant due to some bids being improperly accepted. The foregoing action is based upon the recommendation of Assistant Prosecutor Bob Quirk.

ADVERTISE FOR BIDS

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for furnishing the Sanitary Sewer Department with replacement of filter media at water treatment plant, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

NOTICE TO BIDDERS

BELMONT COUNTY COMMISSIONERS' OFFICE ST.CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners office, Belmont County Courthouse, St. Clairsville, Ohio until 10:45 A.M. (Local Time), Wednesday, October 17, 2001 for furnishing all labor, materials and equipment to complete for the Belmont County Sanitary Sewer District, St. Clairsville, Ohio the following project known as REPLACEMENT OF FILTER MEDIA AT THE WATER TREATMENT PLANT and then at said office publicly opened and read aloud.

Copies of specifications, plans and proposal forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday thru Friday.

A bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

- ❖ A Bond in accordance with Section 153.54 (B) O.R.C. for the full amount of the bid **OR**
- ❖ A certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio as determined by the Ohio Department of Industrial Relations.

Said Contract will be let to the lowest and best responsible bidder in accordance with the Resolution adopted by the Belmont County Board of Commissioners listing bidding factors. The County reserves the right to reject any and all proposals and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio.
Darlene Pempek /s/
Darlene Pempek, Clerk of the Board

Times Leader - Adv. (2) Thursdays, October 04, 2001 and October 11, 2001

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING
INTO A WORKFORCE INVESTMENT ACT CONTRACT
WITH PIONEER YOUTH OPPORTUNITIES UNLIMITED, INC./
BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following WIA Purchase of Service Contract with Pioneer Youth Opportunities Unlimited, Inc. on behalf of BCDJFS.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

**WIA
PURCHASE OF SERVICE CONTRACT**

This contract is made and entered into as of September 20, 2001 by and between the Belmont County Department of Job and Family Services (hereinafter referred to as a Department) and Pioneer Youth Opportunities Unlimited, Inc., doing business at 292 Front St. Marietta, OH 45750 (hereinafter referred to as Provider) in cooperation with the Belmont County Commissioners for the purpose of establishing the terms and conditions by which the Provider will provide services, and strategies for eligible individuals participating in the WIA In School Youth Targeted Service Areas.

PURCHASE OF SERVICES

The Department agrees to purchase services encompassing the following activities and strategies for the WIA in School Youth Targeted Service Areas (see attached Exhibit I for further details):

CONTRACT PERIOD

This contract is effective from October 1, 2001 through June 30, 2002.

AVAILABILITY OF FUNDS

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability of state and federal funds.

COST AND DELIVERY OF PURCHASED SERVICES

Subject to the limitations specified in Article 3, the maximum amount to be paid for such purchased services in one hundred thousand dollars (\$100,000.00).

ELIGIBILITY

See Narrative Sections of attached Exhibit I for information on eligibility.

PAYMENT FOR PURCHASED SERVICES

On a monthly basis, the Provider will submit an invoice and report to the Department covering the services rendered. The Department will review the invoices for completeness and accuracy before the tenth of the month in order for the Provider to receive payments in that month with the exception of the month of December when the County Auditor requires that invoices be submitted by the third of December or sooner if the third falls on a weekend. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as County Auditor processes payment.

FINANCIAL RECORDS

The Provider will maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this agreement. Such records shall be available at all reasonable times for inspection, review, or audit, by duly authorized federal, state and Department personnel.

AVAILABILITY AND RETENTION OF RECORDS

For a period of three (3) years after final payment, the Provider will maintain and preserve all financial records in its possession related to this agreement, including documentation used in the administration of the program. If an audit, litigation or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

CONFIDENTIALITY

The Provider agrees that it will not use or disclose any information concerning eligible individuals for any purpose not directly related with the administration of the Department's or the Provider's responsibilities with respect to purchased services without the written consent of the eligible individual.

CIVIL RIGHTS

The Provider will not discriminate against any individual because of race, color, sex, religion, national origin, disability or any other factor as specified in Title V of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments, the Americans with Disabilities Act, and all other state and federal laws prohibiting discrimination.

INDEMNITY AND INSURANCE

The Provider agrees to purchase insurance as is reasonably necessary to secure adequately the persons and estates of eligible individuals against foreseeable torts. The Provider agrees that it will indemnify and hold harmless the Department, ODJFS and the Belmont County Commissioners against any and all liability, loss, damage and/or related expenses incurred through the provision of services and under this agreement.

MONITORING AND EVALUATION

The Department and the Provider will monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which the objectives are being achieved. A progress or status report must be submitted to the Department on a monthly basis by the fifteenth (15th) of each month. The report must focus on WIA performance measures for In School Youth. These include:

- Skill Attainment rate; 59.2% - 74.0%
- Diploma or Equivalent Attainment Rate; 45.6% - 57.0%
- Retention Rate; 41.6% - 52.0%
- Customer Satisfaction: Participants; 57.6% - 72.0%

TERMINATION

The agreement may be terminated without cause by either party upon thirty (30) days written notice.

AMENDMENT

This contract may be amended by means of a written instrument executed by all parties hereto.

PROCUREMENT

County and State procurement policies must be followed as outlined on attached exhibit two.

Dwayne Pielech RAK /s/	9-24-01
Dwayne Pielech, Director Belmont Co. Dept. of Job and Family Services	Date
Sam Anderson /s/	9-24-01
Sam Anderson Pioneer Youth Opportunities Unlimited, Inc.	Date
Ryan E. Olexo /s/	
Mark A. Thomas /s/	9-28-01
Belmont County Commissioners	Date
Robert Quirk /s/	9/24/2001
Approved as to Form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ENTERING
INTO CONTRACT WITH BELMONT TECHNICAL COLLEGE
FOR TRAINING OF DAYCARE PROVIDERS/BCDJFS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into the following contract with Belmont Technical College on behalf of BCDJFS for training those who will be providing daycare services.

***BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AGREEMENT***

This agreement is made and entered into on this 10th day of September, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as the Department) and Belmont Technical College doing business at 120 Fox-Shannon Place, St. Clairsville, OH 43950 (hereinafter referred to as the Provider).

PURPOSE

Subject to the terms and conditions set forth in this Agreement and the attached Exhibit (such exhibit is deemed to be a part of this Agreement as fully as it is set forth herein), the Department agrees to purchase and the Provider agrees to deliver those services as described in Exhibit 1 for the Daycare Training Program.

AGREEMENT PERIOD

This Agreement will be effective from October 1, 2001 through May 31, 2002, unless otherwise terminated.

COST

Cost to the Department for services provided shall not exceed \$1,800.00 (one thousand eight hundred dollars) within the Agreement period.

PAYMENT FOR SERVICES

The Provider shall submit itemized invoices detailing services provided. Invoices must be received before the tenth of the month in order for the Provider to receive payment in that month with the exception of the month of December when the County Auditor requires that invoices be submitted by the third of December or sooner if the third falls on a weekend. Department will provide reimbursement within 30 days of receipt of billing or as soon as County Auditor processes payment. Payment for all services provided in accordance with the provisions of this agreement is contingent upon the availability of Federal and State funds.

CIVIL RIGHTS

Department and Provider agree that as a condition of this Agreement, there shall be no discrimination against any individual because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this Agreement.

TERMINATION

In the event that the Provider does not faithfully and promptly perform his/her responsibilities and obligations under this Agreement, as determined by the Department, the Department may terminate the Agreement by providing the Provider with written notice 30 days in advance of the termination date.

AMENDMENT OF CONTRACT

This Agreement may be amended at any time during the Agreement period by a written addendum signed by both parties.

CONFIDENTIALITY

To the extent provided by Ohio public records laws, the Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

SIGNATURES

<u>Dwayne D. Pielech, per Tom King /s/</u>	<u>9/26/01</u>
Dwayne D. Pielech, Director Belmont County Dept. of Job and Family Services	Date
<u>Joseph E. Bukowski /s/</u>	<u>9/24/01</u>
Dr. Joseph Bukowski, President Belmont Technical College	Date
<u>Ryan E. Olexo /s/</u>	<u>9/28/01</u>
Belmont County Commissioner	Date
<u>Belmont County Commissioner</u>	<u>Date</u>
<u>Mark A. Thomas /s/</u>	<u>9/28/01</u>
Belmont County Commissioner	Date
<u>Helen Yonak, Asst. Prosec. /s/</u>	<u>9/26/01</u>
Approved as to Form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF CONTRACT BETWEEN
BELMONT COUNTY COMMISSIONERS AND
TRI-STATE ASPHALT COMPANY FOR SOMERSET,
UNION AND WARREN TOWNSHIPS RESURFACING PROJECT 15-4 /ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following contract:

CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 15-4 SOMERSET, UNION AND WARREN TOWNSHIPS
RESURFACING PROJECT

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

This Contract made and entered into this 25th day of September, 2001 between **TRI-STATE ASPHALT COMPANY**, P.O. Box 66, Rayland, Ohio 43943 and Charles Probst, Mark Thomas and Ryan Olexo, Commissioners of Belmont County, WITNESSETH that said **TRI-STATE ASPHALT COMPANY** hereby agrees to furnish all material and do all work requisite necessary to resurface portions of various Township Roads in accordance with plans and specifications.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation, Construction and Material Specifications. Latest edition.

APPROX. QUAN.	ITEM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1291 GAL	407	TACK COAT	\$ 1.89	\$ 2,441.88
467 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1	\$ 68.72	\$32,092.24
596 CUBIC YARDS	448	ASPHALT CONCRETE SURFACE COURSE TYPE 1	\$ 68.72	\$40,957.12
		TOTAL		\$75,491.24

County will certify 16% of \$75,491.24 which is \$12,078.59.

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **TRI-STATE ASPHALT COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS
Ryan E. Olexo /s/

TRI-STATE ASPHALT COMPANY
By: Charles W. Taylor /s/

Mark A. Thomas /s/

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Olexo Yes

**IN THE MATTER OF DEDICATION
OF PLAT FOR DANIEL DRIVE EXTENSION AND
JAMES MERRITT LANE (PRIVATE ROADS)/WHEELING TWP.**

Motion made by Mr. Thomas, seconded by Mr. Olexo to notify the Wheeling Township Trustees of the following subdivision hearing.

NOTICE OF NEW SUB-DIVISION

To Wheeling Township Trustees;

You are hereby notified that the 5th day of October, 2001, at 9:30 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/
Clerk of the Board

Mail by certified return receipt requested.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Olexo Yes

**IN THE MATTER OF DEDICATION OF PLAT
FOR A PRIVATE ROAD (VALLEY CENTRE BLVD) /RICHLAND TWP.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to notify the Richland Township Trustees of the following subdivision hearing.

NOTICE OF NEW SUB-DIVISION

To Richland Township Trustees;

You are hereby notified that the 5th day of October, 2001, at 9:45 o'clock AM., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/
Clerk of the Board

Mail by certified return receipt requested.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING
INTO CONTRACTS WITH HEALTH ASSURANCE PENNSYLVANIA, INC.
RE: HEALTH ASSURANCE PPO AND HMO FOR COUNTY EMPLOYEES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into contracts with Health Assurance of Pennsylvania, Inc. for Health Assurance HMO and Health Assurance PPO to provide health insurance benefits for Belmont County Employees for the period of June 01, 2001 through June 01, 2002. Monthly premium rates for this period are as follows:

Health Assurance HMO	
Employee	\$ 203.75
Employee and child	\$ 509.33
Employee and children	\$ 509.33
Employee and spouse	\$ 509.33
Employee and family	\$ 509.33

Health Assurance PPO:	
Employee	\$ 228.32
Employee and child	\$ 570.91
Employee and children	\$ 570.91
Employee and spouse	\$ 570.91
Employee and family	\$ 570.91

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF AGREEMENT BETWEEN
BELMONT COUNTY SANITARY SEWER DISTRICT
AND BELMONT HILLS COUNTRY CLUB, INC.**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following agreement on behalf of the Belmont County Sanitary Sewer District for the terms and conditions of providing sewer services to Belmont Hills Country Club, Inc.

**AGREEMENT
BELMONT COUNTY SANITARY SEWER DISTRICT
AND
BELMONT HILLS COUNTRY CLUB, INC.**

This agreement made and entered into this 28 day of September 2001 by and between Belmont County Sanitary Sewer District by the Board of County Commissioners, Court House, St. Clairsville, Ohio 43950 a political subdivision of the State of Ohio herein after referred to as the "District" and Belmont Hills Country Club, Inc., National Road West, St. Clairsville, Ohio 43950 a corporation established in the State of Ohio, hereinafter referred to as the "Developer".

Whereas, the Developer owns property along County Road 56 South of US Route 40 in Richland Township.

Whereas, the Developer plans to construct a residential development in the area.

Whereas, the District currently owns waterlines along County Road 56 and plans to construct a wastewater force main along US Route 40.

Now, Therefore, in consideration of the mutual promises, comments and considerations contained herein, the District and Developer now agree as follow:

SECTION I

The Developer shall provide detailed engineering plans and install a waterline so as to make potable water available to all residents within the development of the necessary size. Types of fitting, hydrants and appurtenances to be approved prior to construction by the District Director and Ohio EPA.

The Resident shall pay a meter charge for each resident pending the size of meter to be installed. The Developer and resident will sign a user agreement, and adhere to all rules and regulation, that are observed by other district customers within the area.

SECTION II

The Developer shall provide the necessary detailed engineer plans and install the necessary wastewater collection system from each resident within the development. The Developer shall install a district approved duplex pump station and appurtenances and sewer force main to the district owned line on U.S. Route 40. The installation, size, type of fitting, manholes, pumps and other appurtenance shall be approved prior to construction by the District Director and Ohio EPA. Upon completion of construction and after a one (1) year warranty all main lines collection system, forced main and pump station will become the property of the District.

SECTION III

The District will at its sole expense install a Sewer Force Main with appropriate appurtances to the intersection of U.S. Route 40 and County Road 56, Richland Township, which will be available for necessary sewer connections that are planned by the Developer.

SECTION IV

The Developer will provide appropriate easements; pump station, warranty deed and necessary ingress and egress to maintain the water and sewer system.

SECTION V

The District will provide to the Developer, pipe and pipe only for the force main which will be constructed along County Road 56. All other construction cost will be paid for by the Developer.

SECTION VI

The District sewer user rates for the development shall be equivalent to the rates charged at the Fox Shannon Treatment plant. Revenue does not cover the cost to operate and maintain the Developers sewer pump station and appurtenances. The Developer shall pay all cost above revenue collected by the District as per an audit report of revenue and expense incurred by the District to meet expenses at their location. Developer subsidation shall cease at such time that revenue from service equals cost of operation.

SECTION VII

The Developer agrees at his own expense to do all the work as herein described and under condition expressed, to furnish materials necessary and complete work in a good and substantial manner to the satisfaction of the Director of the District.

SECTION VIII

The Developer further agrees to execute a performance and payment bond in the amount of \$200,000.00 payable to the Board of County Commissioners, Belmont County to ensure faithful performance of this agreement. The bond will be released in writing by the district upon satisfactory completion and operation of the installation of water and sewer systems and appurtenances as planned by the developer.

SECTION IX

This agreement shall be subject to, conditional upon and construed in accordance with the rules and regulations that are laws of the State of Ohio applicable to similar agreement and shall be binding upon the successors in interest of the parties hereto.

This agreement is executed by the Board of County Commissioners, Belmont County, Ohio for and on behalf of the District pursuant to a resolution duly adopted at the meeting held on the 28 day of September, 2001, and is like wise executed by this Board of Directors of the Belmont Hills Country Club, Inc. Pursuant to a resolution duly adopted at a meeting held on the _____ day of _____ 2001.

Witness

Georgia Ashbrook /s/

Jo Mamula /s/

BELMONT COUNTY SANITARY SEWER DISTRICT

John Christopher /s/

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/
Ryan E. Olexo, President

Mark A. Thomas /s/
Mark A. Thomas

Charles R. Probst, Jr.

Witness

J. Mark Costine /s/

Approved to form:
Robert Quirk /s/
Belmont County Prosecuting Attorney

Belmont Hills Country Club, Inc.

Michael A. McTeague /s/
President

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Olexo Yes

**IN THE MATTER OF BID
OPENING FOR LEASE OF SEVEN (7)
VEHICLES/SHERIFF'S DEPARTMENT**

BID OPENING

This being the day and 9:45 A.M. being the hour that bids were to be on file in the Commissioner's Office for providing seven (7) leased vehicles for the Belmont County Sheriff's Department, they proceeded to open the following bids:

Thomas Chrysler Dodge Jeep 252 E. Main St. St. Clairsville, OH 43950	Bid Bond	\$161,218.00 (2002 Intrepid)
Jim Robinson 250 Bethany Pike Wheeling, WV 26003	Bid Bond	\$160,636.00 (2002 Crown Victoria)
Doan Ford 66870 Belmont-Morristown Rd. Belmont, Ohio 43718	Bid Bond	\$160,825.00 (2002 Crown Victoria)

Present for the bid opening were Deputy Todd Graham, Sheriff's Department; Joe Miller, Doan Ford; Jeremy Midei, Times Leader and Joselyn King, Intelligencer.

Motion made by Mr. Olexo, seconded by Mr. Thomas to turn bids over to Sheriff's Deputy Todd Graham for review and recommendation.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF DISCUSSION HELD
RE: BID FOR LEASE VEHICLES**

Joe Miller, Representative, Doan Ford Inc. spoke to the Board following the Bid Opening for the seven (7) leased vehicles for the Sheriff's Department. Mr. Miller asked, "Has there ever been any consideration for bids for vehicles when additional accessories are requested beyond the normal scope of our dealers. Is it possible to segregate these items. We could put in a bid bond for five percent (5%) and the vendor or subcontractor could put up a bid bond as well." Commissioner Olexo stated that this request had never come before the Board, and it would be taken under advisement and consideration of the Board.

**IN THE MATTER OF RESOLUTION URGING
THE PASSAGE OF THE PRESCRIPTION DRUG
FAIR PRICING ACT**

RESOLUTION

WHEREAS, one of four Americans, including 2.2 million Ohioans have no prescription drug coverage; and

WHEREAS, prescription drug prices are out of control, rising twice as fast as the rate of inflation; and

WHEREAS, U.S. Americans pay 30% to 70% more than Canadians and Mexicans for the same prescriptions and about twice what the federal government pays for the same drugs under the Federal Supply Schedule; and

WHEREAS, U.S. prescription drug spending rose nearly 17% in 1999 - some \$99.6 billion - and analysts predict spending on pharmaceuticals will jump about 12.6% annually until 2010; and

WHEREAS, the pharmaceutical industry is the most profitable industry in the world, making profits of 18.3% compared to an average profit of 5% for other industries; and

WHEREAS, House Bill 290 and Senate Bill 127, the Prescription Drug Fair Pricing Act, would address these issues by:

- Providing a prescription drug card to all Ohioans who do not have prescription drug coverage or are grossly underinsured;
- Giving the state the authority to negotiate substantial rebates from drug companies and discounts from drug retailers, then passing them on to participants;
- Providing the state with tools to help persuade drug companies to negotiate in good faith;
- Paying administrative and other costs out of the negotiated rebates, thus incurring no cost to taxpayers.

THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners urge the passage of House Bill 290 and Senate Bill 127, the Prescription Drug Fair Pricing Act.

Mr. Thomas moved for the adoption of the foregoing Resolution which was seconded by Mr. Olexo, and the roll being called upon its adoption, the vote resulted as follows:

Mr. Mark A. Thomas	Yes
Mr. Ryan E. Olexo, President	Yes
Mr. Charles R. Probst, Jr.	Absent

**IN THE MATTER OF APPROVING
LABOR AGREEMENT BETWEEN PARK HEALTH CENTER
AND DISTRICT 1199 THE HEALTH CARE & SOCIAL SERVICE UNION**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the following labor agreement for Park Health Center.

ARTICLE 1. AGREEMENT

Section 1. THIS AGREEMENT is made and entered into this 1st day of July, 2001, by and between PARK HEALTH CENTER, located in St. Clairsville, Ohio, (hereinafter referred to as the "Employer" or "Home") and DISTRICT 1199 WV/KY/OH, THE HEALTH CARE AND SOCIAL SERVICE UNION, SEIU, AFL-CIO, located at **1395 Dublin Road**, Columbus, Ohio 43215, (hereinafter referred to as the "Union"), acting on behalf of the employees of said Employer as herein defined, now employed and hereafter to be employed and collectively designated as the "Employees", and 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 agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2. UNION RECOGNITION

Section 1 Employer recognizes the Union as the sole and exclusive representative of all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board in case number 92-REP-03-0065 dated June 24, 1992, including:

Certified Nurses Aides	Dietary Employees
Housekeeping Employees	Laundry Employees
Maintenance Employees	Activity Aides
Part-Time Employees	

Section 2 Excluded from said bargaining unit are the following employees of Employer: All RNs, LPNs, Professional Employees, Supervisors, Guards and Administrative Support Personnel.

ARTICLE 3. INTENT AND PURPOSE

Section 1 It is the intent and purpose of the parties to this Agreement to establish an orderly system of employer-employee relations which will facilitate joint discussion and cooperative solutions of mutual problems by the employer and employees and to further set forth a basic agreement covering wages, hours of work, benefits and conditions of employment for employees in the bargaining unit covered by this Agreement.

Section 2 The Employer and the Union mutually recognize that the unusual and humanitarian nature of a nursing home requires a cooperative, flexible, and efficient approach. Further, the parties mutually recognize that complete, uninterrupted resident care of the highest possible quality is of vital importance to the community that Park Health Center serves and further agrees to cooperate in administering this Agreement with these interests always paramount.

ARTICLE 4. MANAGEMENT RIGHTS

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

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;

- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Employer's budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over Department organization and the technology of performing the work performed;
- M. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 5. NO DISCRIMINATION

Section 1 Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religion, sex, Union activity, sexual preference, political affiliation, or disability as defined under the Americans with Disabilities Act. Whenever a feminine pronoun such as she or her or male pronoun such as he or him is used, they are to be understood to refer to either gender.

Section 2 The Union shall share equally with the Employer the responsibility for applying and administering this Article of the Agreement.

ARTICLE 6. NO STRIKES - NO LOCKOUTS

Section 1 The Union acknowledges and agrees that the services performed by the Home's employees included in this contract are essential to the resident's safety, health, and welfare.

Section 2 The Union and employees covered by this Agreement agree, that during the term of this Agreement, they will not take part in, authorize, aide, condone, or encourage, either directly or indirectly, any strike including sympathy strikes, sit-downs, work stoppage, refusals to cross a picket line, or other similar interferences with operations of the Home. The Home agrees that during the term of this Agreement it will not lockout members of the bargaining unit.

Section 3 In the event of the occurrence of the prohibited acts referred to in the preceding paragraph the Union agrees to take affirmative steps with the employees concerned and will by certified letters advise all employees covered by this Agreement that such acts are not approved or ordered by the Union and are in violation of this Agreement to bring about an immediate resumption of normal work. The Union will send a copy of such communications to the Employer.

Section 4 An employee engaging in any of the Acts referred to in Section 2 above, will not be entitled to any benefit that occurs or accrues during that time, and the Home shall have the right to take disciplinary action up to and including discharge against any such employee. Disciplinary action taken hereunder may be raised as a grievance under this Agreement.

ARTICLE 7. PROBATION

Section 1 Probationary employees shall not have the right to file disciplinary grievances under this Agreement. Every newly hired employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of **ninety (90)** calendar days.

Section 2 A newly hired probationary employee may be removed at any time during the probationary period and shall have no right to grieve such removal through the grievance procedure.

ARTICLE 8. DISCIPLINE AND DISCHARGE

Section 1 The Employer shall have the right to discharge, suspend, or otherwise discipline an Employee for just cause.

Section 2 The Employer and the Union endorse the principal of progressive discipline, recognizing that the nature and severity of the offense may vary the nature of the discipline imposed and also recognizing that there are some offenses that justify immediate suspension or discharge. The disciplinary progression will usually be:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

The application of these steps may vary depending on the type of offense.

Section 3 The employee shall have the right to the presence of a Delegate during any disciplinary meeting.

Section 4 The employer agrees not to discharge or suspend an employee covered under this agreement without first arranging for a pre-disciplinary conference. The conference shall be scheduled no earlier than seventy two (72) hours after the time the employee is notified of the charges and that such conference will be held. Such conference will be conducted by a neutral party and the charged employee may have his/her union delegate present. Such conference must be conducted within a reasonable time from the date in which the employer gains knowledge of those incidents which it deems to be a violation of conduct. The union shall be notified through its organizer or designee that charges have been brought against the employee. The employee shall be notified in writing of the findings of the pre-disciplinary conference within five (5) working days after such conference has been conducted. A copy of the findings shall be submitted to the union organizer or designee. If, as a result of the pre-disciplinary conference any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) working days of receipt of the neutral party's pre-disciplinary conference report. A copy of such report shall be submitted to the union organizer.

An employee may waive his/her right to a pre-disciplinary conference by submitting a signed written waiver to the employer and the union.

Section 5. Appeals from either discharge or suspension must be submitted to the employer in the form of a grievance within (7) working days of the date the employee received the discipline. Such appeals shall be filed at step 2 of the grievance procedure.

Section 6. The employer shall make available to the union, copies of all suspensions, discharges and pre-disciplinary conference reports.

ARTICLE 9. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 The purpose of this Article is to establish procedures for the processing and settlement of grievance as defined in Section 2.

Section 2 A grievance is a dispute or complaint arising between the parties concerning the interpretation or application of any provision of this Agreement.

Section 3 An employee who has a grievance shall attempt to resolve the grievance informally with her immediate Department Head. The employee may have a Union Delegate present at this informal stage.

Section 4 Step One. If the grievance is not resolved satisfactorily through informal discussion with the immediate supervisor, then the employee or Union Delegate, within fifteen (15) working days of the incident giving rise to the grievance, shall submit the grievance in writing to the department head. The department head shall meet with the employee and Union Delegate and answer the grievance in writing within five (5) working days of filing of the written grievance.

Section 5 Step Two. If the grievance is not settled satisfactorily at Step 1, the Union Delegate, shall, within seven (7) working days after receiving the written response of the Department Head at Step 1, file a grievance in writing to the Administrator or his designee. At this step, the grievant will be entitled to a meeting where witnesses may be called (without loss of pay) and evidence produced. The Administrator or his designee shall hold the meeting within seven (7) working days of the filing of the grievance at Step 2 following the meeting. The Union Organizer may be present at this step.

Section 6 Time limits may be extended by the mutual agreement of the Employer and the Union. All such extensions shall be in writing. Working days shall be defined as excluding Saturday, Sundays, and Holidays.

Class grievances (two or more employees having the same or similar issue) or grievances involving safety, seniority rights, and health issues may be filed at Step 2 of this grievance procedure.

Section 7 Arbitration A grievance which has not been resolved at step 2 may within thirty (30) calendar days after the completion of Step 2 of the grievance procedure be appealed to arbitration. The Union shall notify the Administrator in writing of its intent to arbitrate and shall have (10) ten calendar days after next Executive Board meeting to request for such panel. The Union and the Employer shall select a permanent panel of Arbitrator from a list of twelve (12) arbitrators who shall be provided by the Federal Mediation and Conciliation Service. The parties shall then each select three arbitrators from the list to serve as the permanent panel. Arbitrators shall then be utilized in alphabetical order.

Section 8 The Arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Agreement. The Arbitrator shall have no power to add, to amend, supplement, subtract, modify or change any of the provisions of this Agreement, or otherwise alter the intent of this Agreement or any part thereof in any respect.

The decision of the Arbitrator on any issue properly before him in accordance with the provisions of this Agreement shall be final and binding upon the Employer, the Union and all employees concerned.

Section 9 Arbitrator's Jurisdiction for Discipline/Discharge Cases. Should it be determined by an Arbitrator that an employee has been suspended or discharged without cause, the Employer shall reinstate the employee and make him whole for the period of his suspension or discharge without cause, which shall include providing him such earnings or other benefits as she would have received except for such suspension or discharge, and, offsetting such earnings or other amounts as he would not have received except for such suspension or discharge.

Should it be determined by the Arbitrator that an employee has been suspended or discharged for cause, the Arbitrator shall have jurisdiction to modify the degree of discipline imposed by the Employer.

The provisions of this paragraph apply to all suspensions regardless of the number of days involved.

Section 10 The filing fee and costs of the arbitration shall be borne by the losing party. In the case of a split decision by the arbitrator, the costs of filing and arbitration shall be shared equally by the parties. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

ARTICLE 10. PERSONNEL FILES

Section 1 Access Each employee shall, upon written request to his/her Department Head have the right to inspect the contents of his/her personnel file on non-work time. Personnel files will be reviewed in the presence of the Department Head and/or the Administrator's designee. Files will not leave the facility.

The employee's file shall not be made available to any organization or person other than the Employer without the employee's explicit, written authorization unless pursuant to court order, subpoena, or as required by statute.

Section 2 Review of Documents. An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her file shall have the right to submit a memorandum to the appropriate department head explaining the alleged inaccuracy. If the Department Head agrees with the worker's claims the Department Head shall then remove the disputed document from the file or attach the employees rebuttal to the disputed document and signify agreement by initialing each individual document. If the department head does not agree with the claims of the Employee, the department head shall then only include the employee's rebuttal with the original document.

Section 3 Removal of Documents. Records of disciplinary actions and all documents related thereto shall be removed from the file two (2) years after the effective date of the discipline provided there are no intervening disciplines during the two (2) year period for same or similar offenses,

In any case where any discipline is disaffirmed or rendered invalid upon the agreement of management and the Union, all related documents will be immediately removed from the Employee's file.

ARTICLE 11. WORKER STATUS

Section 1 Full-Time. A full-time worker is a worker who is regularly scheduled to work 80 hours or more in a pay period.

Section 2 Part-Time. A part-time worker is a worker who is regularly scheduled to work less than 80 hours in a pay period. The Employer shall not use part-time workers to avoid the payment of full-time benefits.

Section 3. Seasonal: Seasonal employee is any employee hired to work a certain season or time of year performing activities limited to that season or time of year, e.g.

Summer, winter. Seasonal employees shall not be entitled to any benefits provided by the county and shall not displace any bargaining unit employees.

Section 4. Intermittent: Intermittent employee is any employee hired to work on an as needed, irregularly scheduled basis, and whose hours generally are less than one thousand (1,000) hours per year. Intermittent employees shall not be entitled to any benefits provided by the county.

Section 5. Student: Student employee is any employee hired to work for a specified period of time for the purpose of providing training-related work experience. Student employees shall not be entitled to any benefits provided by the county.

Section 6. Those employees currently working less than 40 hours per week and less than 80 hours per pay period and receiving benefits shall not experience a reduction in benefits.

ARTICLE 12. HOURS OF WORK AND OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part time positions. Any such changes shall first be discussed at labor management prior to being implemented. This article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The normal work week and standard work schedule for full time Park Health Center employees covered by this Agreement shall be forty (40) hours or more per week or eighty (80) hours or more per pay period, inclusive of one half (1/2) hour on premise lunch period. The work week shall be computed between 12:01 A.M. Sunday of each calendar week and 12 o'clock midnight the following Saturday.

Section 3 **Overtime and Compensatory Time.** Overtime shall be compensated as follows:

- A. Hours paid, except sick hours, in excess of forty (40) hours in the work week shall be compensated at the rate of one and one half (1 1/2) times the regular rate of pay for each hour of such time .
- B. Compensation shall not be paid more than once for the same hours (pyramiding) under any provision of this Article of Agreement.

Section 4 **Meal Periods** Employees shall be granted a meal period of thirty (30) minutes near the mid-point of each shift. Employees who are required by the Home to remain in a duty status during their scheduled meal period shall receive compensation for time worked at their regular rate subject to overtime requirements.

Section 5 **Breaks** A paid rest period of 15 minutes shall be granted to each employee for every 3.75 hours of regularly scheduled work. Rest periods shall normally be taken near the mid-point of each half shift.

SECTION 6 **EMERGENCY LEAVE** Employees who become injured during the course of and arising from their work while on duty shall be paid at the rate of the job being performed at the time of injury for the full eight (8) hours on the date the injury occurs, providing such employee receives medical treatment (other than that provided for by the employer) and the attending physician states that the employee is not able to return to work on the date of the injury. However, in the event the attending physician states that the employee is able to return to work, the employee will be paid for the time lost on the day the injury occurred at the rate of pay for the job the employee was performing at the time of injury.

Section 7 **Posting of Work Schedules** A four (4) week schedule shall be posted at least two (2) weeks in advance. An employee shall not be required to change his/her posted schedule to avoid the payment of overtime to said employee.

An employee may voluntarily switch scheduled work days with another employee working in the same classification if the change will not obligate employer to pay overtime, with the prior approval of the department head. In an emergency, the employee will first attempt to contact the charge nurse, their department head, and then the Administrator.

Employees alleging scheduling error shall have 72 hours after posting of schedule to notify their immediate supervisor of schedule discrepancy. In the event the employee fails to notify the immediate supervisor within the specified 72 hours, such employee must work the posted schedule, and shall not be subject to grievance. In the event posted schedule is corrected, affected employees, bumped from the schedule shall not be subject to grievance.

Regular scheduling shall be scheduled by seniority. Any proposed modifications shall be discussed at the Labor-Management meeting.

ARTICLE 13. WAGES

All permanent, non -probationary employees, effective July 01, 2001 will receive a fifty cent (\$0.50) per hour wage increase.

All probationary employees and employees hired after July 01, 2001 will be paid according to the following schedule:

Changes to start rates	\$6.25 STNA	\$6.50 after 90 days
	\$6.00 others	\$6.25 after 90 days
training pay	\$0.50	

Cap on wages at \$10.00 per hour for indirect care positions for all future employees, current employee's are grandfathered in and excluded by this cap.

Employees, assigned by their supervisor, to provide training to new employees will receive an additional fifty cents (\$0.50) per hour training supplement for all hours worked during the training assignment.

ARTICLE 14. CALL IN PAY

Section 1 An employee who is called into work and who reports for work during hours outside his/her regularly scheduled shift which hours will not abut his/her regularly scheduled shift hours, shall receive two (2) hours pay at the appropriate rate for such work performed. Only hours actually worked (with a minimum of 2 hours) under this section will be included in determining hours worked for overtime purposes.

ARTICLE 15. INSURANCE

Section 1. Hospitalization insurance is available to all full and part-time employees who work a minimum of (thirty) 30 hours a week. Employees may choose coverage from one of two different plans: The Health Plan of the Upper Ohio Valley and Health Assurance. Newly hired employees must enroll in one of the two plans within their first thirty (30) days of employment. Employees may change from one plan to the other only during the open enrollment period in May, or such other period set by the Board of Commissioners.

Section 2. The employees must pay 10% of the premium for single and family coverage under any of the available plans. Any employee interested in single or family coverage must sign a "Payroll History Record" form to designate the type of plan and coverage desired and must meet the requirements established by the insurer. Insurance coverage elected by the employee becomes effective the first day of the month following **ninety (90)** days of employment.

Section 3. Any employee, who is covered under a spouse hospitalization insurance plan such as CHAMPUS, or other acceptable hospitalization plan, may elect to waive hospitalization insurance coverage provided by the employer. In the event such employee elects to waive coverage, he/she will be awarded a yearly allotment as determined by the Belmont County Board of Commissioners and reflected in the Belmont County Personnel Manual. Proof of other hospitalization insurance coverage must be provided to the employer prior to any waiver or payment becomes effective and must be submitted during each open enrollment period.

Section 4. Employees may refer to the Belmont County Personalized Employee Plan for additional information on the employer's insurance plans.

ARTICLE 16. HOLIDAYS

Section 1 All full-time bargaining unit employees are entitled to the following legal holidays with pay:

New Years Day	January 1
Martin Luther King Day.	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	as nationally celebrated
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
Floating Holiday

Any day or portion thereof declared by the President of the United States, the Governor of the State of Ohio, or by the legislature of the State of Ohio.

ARTICLE 18. BEREAVEMENT LEAVE

Section 1 Employees shall be entitled up to three days absence with pay at their regular rate following a death in the employee's immediate family. For purposes of this paid leave, immediate family is defined as in Article 20 - Sick Leave. Extended bereavement time, up to two (2) days, may be utilized and will be deducted from the employee's sick leave balance. These two (2) days will not be subject to the absentee tardiness policy.

Section 2 In order to qualify for the leave provided under this Article, the employee must personally notify her department head or the administrator prior to the start of the employee's regular shift. It is further understood and agreed that the employer reserves the right to require an employee granted a leave under this Article to provide the Employer with documentation of the relationship and the attendance at the bereavement services.

ARTICLE 19. CIVIL LEAVE

Section 1 The Appointing Authority shall grant full pay for regularly scheduled working days on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. Any compensation received for such periods of court service shall be submitted to the Appointing Authority for deposit with the County Treasurer. The Employee shall retain all compensation received for court or jury duty outside his/her regularly scheduled working days.

- A. Employees shall not be entitled to paid court leave 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 a juvenile, etc. Such absences shall be considered leave without pay or vacation, as scheduled in advance with the Appointing Authority.
- B. In event that the employee serving on jury duty is released on a particular day from jury duty before 1:00 p.m., the employee will report to his department head at the facility and will perform services, as directed by the department head, until 4:00 p.m. that day.
- C. In order to be eligible for payment, the subpoenaed employee must notify the Appointing Authority or designee within a reasonable time after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.
- D. An employee who is on authorized vacation and who is required to serve on jury duty during his vacation may have his/her vacation extended by the number of days he/she is required to serve -- provided such employee complies with the applicable provisions of this section, including proper notice of the Appointing Authority.
- E. The time an employee spends at court jury duty or court service shall not be considered hours worked for purposes of calculating overtime, unless such court time is directly related or is an integral part of the employee's work duties.
- F. The afternoon and midnight shift will be exempt from reporting to their next regular scheduled shift, however, they will proceed to a regular duty time shift as outlined in Section B.

ARTICLE 20. SICK LEAVE

Section 1 Sick leave shall be granted to bargaining unit employees as defined in this article. Sick leave may be requested for the following reasons upon employees written request for paid sick leave and pending the recommendation of the department head and approval of the Administrator:

- A. Illness or injury of the employee or a member of his/her immediate family;
- B. Exposure of employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Medical, dental or optical examinations or treatment of employee or a member of his/her immediate family;
- D. Pregnancy, childbirth and/or related medical conditions.

For purpose of this article, the "immediate family": is defined as, mother, father, brother, sister, child, step child, grandchild, domestic partner, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

- A. If medical attention is required, a certificate stating the nature of the illness or injury from a licensed physician will be required to justify the use of sick leave.

- B. The administrator maintains the right to investigate any employee's absence.
- C. For each completed hour in active pay status, an employee earns .0595 hours of sick leave. Active pay status is defined as hours worked and hours on sick leave, vacation leave and holiday leave.
- D. Part-time employees accrue sick leave on a basis proportionate to the hours paid each pay period.
- E. The amount of sick leave time any one employee may accrue is unlimited.
- F. Sick leave shall be charged in minimum amounts of one-half (1/2) hour.
- G. Management will be responsible for maintaining records of sick leave earned, sick leave used, and the balance of sick leave for each employee. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records shall be subject to disciplinary action.
- H. An employee who is absent from duty with an illness or injury for more than two (2) consecutive days is required to submit to the facility a physician's statement permitting the employee to resume the regular duties of their designated position.

Notification by employee When an employee anticipates his/her absence from work, they shall notify the designated person of the expected absence no later than two (2) hours prior to his or her scheduled starting time.

Employee will be questioned regarding their illness or injury when they telephone to report the use of sick leave. An absence report will be completed by the person designated to answer such calls. Absence reports are noted at this time, NOT approved.

Section 3 If an employee has a prolonged illness or other reason for extended sick leave, the administrator and the department head shall be made aware of this situation and the employee may not be required to notify the Administrator and/or supervisor on a daily basis of such leave. Subsequent notification beyond the first day of absence will be governed by the nature of the circumstances. If the Administrator is not made aware of this situation, the employee's absence may be charged by the Administrator to Leave Without Pay.

Section 4 If an employee fails to file a required or requested physician's certificate or written signed statement verifying illness, or if the written request for paid sick leave is denied, and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

A written signed statement may be denied by the Administrator based upon investigation which discloses facts inconsistent with proper use of sick leave.

Expiration of Sick Leave If an employee's illness or disability continues longer than the time covered by earned sick leave, the employee may be granted a Leave Without Pay. Any employee desiring extended sick leave, following expiration of sick leave credit, to be charged to his/her vacation, must make such request in writing to the Administrator.

Employees who become ill while on vacation may request a change in leave status upon verification of illness, supported by a physician's certificate.

Release of Information All employees upon request shall sign a "release of information" form upon return from sick leave or sooner if requested when medical attention has been sought, authorizing the Administrator to confirm the cause for the request for authorized sick leave.

Previously Accumulated Sick Leave Any previously accumulated sick leave of an employee who has been separated from employment in the public service (except by retirement) shall be returned to that employee's balance upon re-employment in the public service, provided that such re-employment occurs within ten (10) years following the date on which the employee was last terminated from public service.

Transfer from Public Agencies An employee who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

Section 5. Sick Leave Conversion Upon Retirement

1. A bargaining unit employee who, at the time of retirement by permanent disability or by resignation from active service with the County, has (10) or more years service with the County, the State, any political subdivisions, or any combination thereof, shall be paid in cash for one-fourth the value of all accrued but unused sick leave credit up to and including thirty (30) days of such credit.
2. To qualify for such payment, the employee must be eligible to receive PERS benefits.
3. Payment shall be based upon the employee's hourly rate of pay at the time of retirement.

4. Payment under this policy shall eliminate all sick leave credit accrued by an employee.
5. Eligible employees, retiring from active service, shall complete a Sick Leave Conversion Form to initiate the payment process.
6. Employees who die shall be considered to have terminated their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 ORC, or be paid to the employee's estate.

Depending on budgetary constraints and the availability of funds, the director may offer sick leave cash conversion and bonus. Any permanent full-time employee who does not utilize any sick leave during any quarter of the year shall have the option of converting the sick leave earned during that quarter to a cash payment equal to one-half of their hourly rate times the sick leave hours accrued. The employee has the option of converting sick leave to cash at the end of any quarter or at the end of the year.

Any employee who does not utilize any sick leave throughout the entire year shall receive an additional \$_____ cash bonus if he converts all four (4) quarters of sick leave.

In order to participate in the sick leave cash conversion an employee must have already accumulated two weeks (10) days of sick leave in addition to the sick leave time they wish to convert.

For purposes of this section, "quarter" shall be defined as any and all of the following time periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31. "Year" shall be defined as calendar year.

ARTICLE 21. PERSONAL LEAVE DAYS

The employer agrees to provide bargaining unit employees four (4) eight (8) hour, personal leave days between January 1 and December 31 of a given year during the period of this contract. Personal leave days shall be charged to the employee's sick leave balance.

Employee must provide the department head with no less than a 24 hour advance notice. Approval will be subject to the availability of staff. There will be no accruing of personal leave days from year to year. If employee has no sick leave balance to use for a personal leave day, the employee may be granted a Leave Without Pay, or such personal day may be charged to his/her Vacation, but must make such request in writing to the Administrator.

ARTICLE 22. LEAVE OF ABSENCE WITHOUT PAY

Section 1 Personal Leave A personal leave of absence may be granted upon written request for a period of up to six (6) months for personal reasons. Such reasons include, but are not limited to, non-disability maternity leave, paternity leave, child-rearing, and adoption leave. Such leaves may be extended upon written request for a period of up to six (6) months.

A leave of absence may be granted upon written request by an employee for the purpose of entering an educational program leading to a degree or certification. The leave may be granted for a period of up to six (6) months.

A leave of absence shall not be unreasonably requested, nor shall they be unreasonably denied. If it is found that a leave is not actually being used for the purpose for which it was granted, the employer shall cancel the leave and direct the employee to report for work within three (3) days.

Section 2 Union Leave Employees appointed or elected to Union positions or office shall be granted a leave of absence in three (3) month increments for a period not to exceed his/her term of office or position. This section will never affect more than three (3) employees at a given time.

Section 3 Workers Compensation Leave When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives Workers Compensation.

Section 4 Return to Service When an employee returns from a leave of absence within six (6) months, the employee is to be returned to the same position held prior to the leave. When an employee returns from a leave of absence of longer than six (6) months, he/she is to be returned to the classification held previously. Employee is required to obtain a two (2) step Mantoux skin test and physician's statement at Employer expense.

Section 5 Seniority Seniority shall accrue while on leave of absence.

Section 6 Military Leave of Absence The provisions of State and Federal law shall prevail for all aspects of military leave, including request for and return from such leave.

ARTICLE 23. WORKER'S COMPENSATION COVERAGE

Section 1 The Employer shall allow an employee to use accrued paid sick and vacation time while the employee is off on Worker's Compensation leave. The employee may buy back used sick leave or vacation time.

ARTICLE 24. NEW CLASSIFICATIONS

Should a new classification that is eligible for inclusion within the Agreement be established during the life of this Agreement, the Employer agrees to:

1. Negotiate a rate of pay for the new classification that is in proper relation to the rate of pay for other classifications covered by this Agreement.
2. Post all vacancies within the new classification in accordance with other, appropriate provisions of this Agreement.

ARTICLE 25. SUBCONTRACTING

Section 1 No bargaining unit work will be done by subcontract or personal service contract without agreement between management and the Union, except in emergency situations as deemed by the Administrator.

Section 2 No bargaining unit work will be done by supervisors without agreement between management and the Union, except in emergency situations as deemed by the Administrator.

This section shall not apply to training periods or work situations involving temporary assistance by supervisors.

Section 3 No bargaining unit work will be done by volunteers or interns without agreement between management and the union.

ARTICLE 26. VACANCIES

Section 1 Job Vacancy A vacancy is defined as an opening in a full-time or part-time position in the bargaining unit which the Employer has determined is necessary to fill.

Section 2. Job vacancies shall be posted for a minimum of five (5) days on designated bulletin boards within the home. All applicants shall be notified in a timely fashion as to the status of their applications.

Section 3 Vacancies shall be filled by the most senior qualified applicant who bids on the job. Any employee who successfully bids on a job shall be paid at the rate of pay in the appropriate classification that corresponds to his/her seniority. Nothing in this article will prohibit a part-time employee from bidding on a full-time position.

Section 4 If a Bargaining Unit position is vacated and the hours are still being worked, the position shall be posted as vacated.

Section 5 There shall be no probationary period for BU employees bidding on a vacancy after they have completed ninety (90) days of employment.

Section 6 After completion of the initial probationary period, an employee shall have the right to bid on any posted job bid regardless of the number of days spent in the current position.

Section 7 There shall be no posting of flex shift positions without the mutual agreement of the appropriate parties.

Section 8 The employer shall post all in-house jobs including those open positions not in the bargaining unit.

ARTICLE 27. SENIORITY

Section 1 Seniority Definition The total length of continuous service in a position or succession of positions within the bargaining unit dating back to the first date of hire. Continuous service within the bargaining unit shall be interrupted only by the following:

1. Separation due to resignation;
2. Discharge;
3. Failure to return from leave of absence;
4. Failure to respond to recall from layoff.

Section 2 Seniority Lists The home shall maintain seniority lists of all Employees and shall furnish said lists semi-annually to the Union. Such lists shall include the name, current classification, seniority date, and seniority for all Bargaining Unit employees.

Section 3 Identical Hire Dates and Grandfathering of Seniority When two or more employees have the same date of hire, seniority shall be based on the last four digits of the employees' social security number. The lowest number shall be considered the most senior.

Section 4 Shift and Assignment Openings Shift and assignment openings shall be filled by the qualified employee within the same classification at the Home having the greatest seniority who desires the opening.

ARTICLE 28. LAYOFF AND RECALL

Section 1 Layoff Procedure In the event any layoff is implemented within the bargaining unit in the classification(s) affected, the order of layoffs shall be:

- (a) There shall be the opportunity for any employee within the classification affected to volunteer for layoff.
- (b) All probationary employees shall be separated before any non-probationary employees.
- (c) Employees with the least seniority within the affected classification shall be laid off first.

Section 2 Recall When it is determined by the Employer to fill a vacancy or to recall employees in the classification where a layoff occurred, the following procedure shall be adhered to:

The most senior laid off employee shall be recalled first. Employees shall have recall rights for a period of two (2) years. Notification of recall shall be by certified mail to the employee's last known address. Employees shall maintain a current address on file with the Employer. If an employee fails to notify the Employer of his/her intent to report to work within seven (7) days of receipt and return to work within fourteen (14) days, he/she shall lose recall rights.

No vacancies shall be filled by new hires as long as qualified employees possess recall rights.

Section 3 No Reduction of Hours If the work force is to be reduced it shall be accomplished by layoff and not by any hours reduction. Only by agreement between the appropriate parties can the regular hours of employees be reduced.

Section 4 Bumping An employee who is laid off shall, if that employee has the necessary certification and/or licenses, have the right to bump into a classification she previously held. The laid-off employee shall bump the least senior person in the classification.

ARTICLE 29. HEALTH AND SAFETY

Section 1 Consistent with it's legal obligations, the Employer agrees to maintain conditions of health sanitation in conformity with all applicable federal and state laws.

Section 2 Consistent with its legal obligations, the Employer agrees to provide, at no cost, any immunizations or vaccinations, including Hepatitis B, as required by applicable federal and state laws upon request by an employee with exception of mandatory immunization. The employee agrees to sign a liability waiver from in which the employee agrees to hold the Employer harmless for any liability which might arise as a result of the employee receiving such immunization or vaccination.

Section 3 As determined by the Employer, required equipment and accessories needed to perform duties shall be provided and maintained in a safe manner. Such equipment and accessories shall remain the property of the Employer. Each employee is required to report equipment which the employee believes to be defective or unsafe conditions to the Administrator or Director of Nursing.

Section 4 When known, the Employer shall advise employees of the medical conditions and precaution designations of residents, in order to reduce the risk of infection and communicable disease. Such disclosure shall be subject to and limited by the patient's rights to confidentiality and to applicable state or federal law.

Section 5 When known, and as required by state or federal law, employees shall notify their Department Head that they have a medical or physical condition which provides a risk of infection or transmission to residents or coworkers.

Section 6 A Health and Safety Committee consisting of three (3) Union and three (3) Management representatives will be established. This committee will meet quarterly to discuss health and safety issues of concern to both sides. This committee shall have the power to make recommendations and based on these recommendations, the Administrator will implement appropriate solutions regarding health and safety issues that a majority of the committee deem appropriate.

ARTICLE 30. LABOR MANAGEMENT COMMITTEE

Section 1 The parties agree to establish a Labor/Management Committee for the purpose of fostering improved communication and promoting a climate of professionalism and constructive employee/employer relations.

Section 2 The Committee shall be composed of four (4) members each from labor and management. The Committee shall meet on a monthly basis unless otherwise agreed to by the parties. The Union organizer may be present.

Section 3 The Committee shall discuss and attempt to resolve problems with client care, training, staffing, health and safety, continuing education, job description and other issues of mutual concern.

Section 4 The Union and Management shall develop a proposed agenda and exchange agendas at least five (5) days prior to the meeting. Present or proposed policies and procedures may be proper subjects of discussion. The Committee may submit their recommendations to the Administrator for consideration.

Section 5 Labor/Management Committee meetings shall be scheduled during normal working hours and therefore shall be considered paid time.

ARTICLE 31. UNION SECURITY

The employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form provided by the Employer.

When the exclusive representative provides the Employer with a written statement indicating that a majority of the bargaining unit employees are in favor of enacting a fair share fee, all employees in the bargaining unit pursuant to Section 4117.09 (C) of the Ohio Revised Code who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of bargaining unit employee shall be automatic and does not require authorization by the non-member employee.

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the union a fair share fee as a condition of employment.

Employees covered by this Agreement who, for bona fide religious tenets or teachings of a church or religious body, are forbidden from joining a union shall contribute an amount equal to the fair share fee to a non-religious charity pursuant to the provisions of Section 4117.09 (C) of the Ohio Revised Code. The Employer is limited to deducting only Union dues or fair share fees for the exclusive representation of the bargaining unit unless otherwise stated in this agreement.

The employer will terminate dues deductions for the following reasons:

- A. Bargaining unit employee signs cancellation notification on the form provided by the Union;
- B. Bargaining unit employee resigns, is discharged, or severs employment with the Employer for any other reason;
- C. Bargaining unit employee is laid off.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any actions taken or not taken as a result of a request of the Union under the provisions of this article including fair share fees, deductions and remittances.

ARTICLE 32. UNION RIGHTS

Section 1 Delegates and Organizers The right of the Union to appoint nine (9) delegates is recognized. Delegates are Union stewards as the term is generally used.

Section 2 In addition to their regular work duties, the duties of the delegates during work time shall include the investigation and presentation of bargaining unit employees' grievances and representing said employees in meetings with the Home.

Delegates/organizers may receive and discuss complaints and grievances of employees on the premises and time of the Home provided it does not interfere with the normal operation of the Home. Delegates may use a reasonable amount of paid time to perform delegate duties.

Section 3 An organizer of the Union shall have access to the Home for the purpose of conferring with delegates, employees, or the Employer provided it does not interfere with the normal operation of the Home and the organizer has provided the Home with twenty-four hours advance notice.

Section 4 Employee's schedules shall be adjusted to permit attendance at delegate meetings, conventions or Executive Board meetings. During the life of this contract five (5) Union delegates shall be entitled to one day of delegate training on paid time per contract. The Union shall give the Employer reasonable advance notice of the date of such training.

Section 5 Other Union Deductions The Employer, for the term of this Agreement, shall withhold other Union deductions from the pay of those employees who have voluntarily and individually authorized such deduction by executing and submitting a written authorization form (payroll deduction form) in a timely manner. All funds so deducted shall be remitted to the Union regularly.

Section 6 Bulletin Boards The Home shall provide a suitable space for the use of the Union for the purpose of posting bulletins, notices and other materials affecting the workers in the bargaining unit. Such space shall be conspicuous and readily accessible to workers in the course of employment.

Section 7 Meeting Room Space Space for meetings or conferences with employees shall be provided upon request, when available. Meeting room shall be left in the same or better condition as it was prior to the meeting.

Section 8 Union Orientation The Executive Board member shall be permitted a reasonable amount of time to orient new employees. Such orientation shall not interfere with the operation of the facility.

ARTICLE 33. PAYROLL CHECK-OFF AUTHORIZATION

Section 1 Authorized Payroll Deductions for Union Dues.

1. Upon receipt of a lawfully written payroll authorization card from an employee who is a member of the Union, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each month and remit to the Union at its Columbus, Ohio office regular monthly dues and initiation fees as required by the Union's constitution and bylaws. The initiation fee shall be paid in two consecutive monthly installments beginning with the first pay period after receipt of the employee's payroll authorization card.
2. The Employer shall be relieved from making such check-off deductions from any employee who has joined the Union and who has provided a check-off authorization upon (a) termination of employment; (b) transfer to an operation other than one governed by this bargaining unit; (c) layoff from work; (d) leave of absence as defined herein; and (e) revocation of check-off authorization in accordance with its terms or with applicable law.
3. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.
4. The Union shall advise the Employer in writing of the schedule of dues or fees to be deducted from each employee.
5. Each month the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.
6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any actions, claims or proceedings, including attorneys fees, by an employee arising from deductions made by the Employer hereunder. Once those funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 34. SAVINGS CLAUSE

If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect. The parties agree to meet and negotiate a lawful provision within a reasonable period of time to replace any provision found to be unlawful by a Court of competent jurisdiction.

ARTICLE 35. SUCCESSORSHIP

Section 1 The Employer agrees that if the business is ever sold, the successor, also known as the purchaser, shall be bound by this labor agreement in the same manner as the current ownership is bound.

ARTICLE 36. APPLICATION OF STATE CIVIL SERVICE LAWS

Section 1 The Union is the sole and exclusive representative of the bargaining unit, therefore, no current section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining unit, and 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.

This agreement may be amended only by written agreement between the Employer and the Union. No verbal statement shall supersede any provisions of this Agreement.

Fringe benefits and other rights granted by the Ohio Revised Code which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the Employer and the Union.

ARTICLE 37. FAMILY MEDICAL LEAVE ACT (FMLA)

Section 1 While on an approved FMLA leave of absence employees may use up to one half of their accumulated Sick Leave. The Return to Service requirements found in Article 22 LEAVE OF ABSENCE WITHOUT PAY, Section 4 are applicable.

ARTICLE 38. RETAINING CNA CERTIFICATION

Section 1 The Employer will allow all bargaining unit employees who have a CNA certification to perform such duties and work the number of hours required to keep their certification current, regardless of the classification title she/he now holds. A one (1) month notice must be given to the Department Head and the Director of Nursing.

ARTICLE 39. TERMINATION OF EMPLOYMENT

Section 1 Except in cases of job abandonment, Bargaining Unit employees shall be told of their termination by the appropriate supervisor and/or Administrator prior to receiving written notification.

ARTICLE 40. ACTIVITIES - TRANSPORTING OF RESIDENTS

Section 1 Transporting residents to activities shall primarily be the responsibility of activities aides. Nurse aides shall assist.

ARTICLE 41. TRANSPORTATION OF RESIDENTS IN FACILITY VEHICLE

Section 1 Prior to transporting residents in the facility vehicle, every employee shall be properly inserviced on driving, van safety, and transferring and transporting of wheelchair residents. No one will be required to transport a resident without another employee in instances where the residents physical, and/or mental condition is unstable to the point where it would jeopardize the safety of the resident or the employee.

ARTICLE 42. LIMITED LIGHT DUTY

Section 1 In the event of a verifiable condition that restricts an employee from performing all of her job duties, an employee shall have the right to "light duty" for a period of two (2) weeks. Such "light duty" may be extended for an additional two (2) weeks at the discretion of the Administrator.

Section 2 Light duty is limited to the following restrictions: one (1) housekeeping employee, one (1) laundry employee, two (2) aides day shift, two (2) aides afternoon shift, one (1) aide midnight shift, two (2) in dietary if one (1) is pregnancy.

Section 3 When pregnancy prohibits an employee from performing duties such as lifting, caring for aggressive residents, and exposure to certain chemicals and infectious diseases, upon written verification from the attending physician, such an employee shall be granted "light duty" for the term of the pregnancy if she continues to provide statements from the physician on a monthly basis.

ARTICLE 43. PERFECT ATTENDANCE MERIT AWARD

Section 1 If an employee has perfect attendance during the scheduled two week pay period, the employee will earn an additional twenty-five cents (\$.25) per hour merit award for all regular hours worked.

Section 2 The employee will not be eligible to receive the merit award if he/she is absent or tardy in the two week pay period.

Section 3 Vacation, personal leave days and bereavement days do not qualify for merit award, but as long as the employee has otherwise perfect attendance during the two week pay period, he/she will earn the merit award for the scheduled hours worked.

Section 4 The merit award will be paid bi-weekly, on the pay period following the perfect attendance pay period.

Section 5 The merit award will be based on hours regularly scheduled to work. (e.g.: not on overtime, or extra hours worked).

ARTICLE 44. SCHEDULING

Section 1 Weekend Scheduling Each employee is permitted to request one (1) full weekend off per month. This will be considered as one (1) request. Requests will be honored based on the seniority status of the employees and the shift assignment. The flexible shift staff will be assigned a shift for weekend coverage. Weekend requests will be honored according to seniority. After each employee has been granted one (1) full weekend (Saturday and Sunday consecutively), employees will be granted two (2) full weekends based on seniority and the availability of staff.

Section 2 Request Days Off If an employee desires to request a specific day off of a given schedule, he/she must submit the request, in writing, to the department head a minimum of three (3) weeks in advance of the beginning of the schedule. Each employee will be permitted to submit three (3) request days off per calendar month. Employees are permitted to request one (1) full weekend as one (1) request and two (2) other days that month.

Section 3 Schedule Changes Employees are permitted to exchange days within their department after the posting of the schedule as long as the payment of overtime is avoided and each party agrees with the exchange. The employees must see the department head or charge nurse prior to the schedule change. No employee shall be scheduled more than five (5) days, consecutively without his or her prior consent.

ARTICLE 45. NO MAKE-UP WEEKENDS

Section No Make-up Weekends Employees shall not be required to make up weekends when they report off due to illness on the weekends.

ARTICLE 46. ABSENTEE - TARDINESS POLICY

It is essential for the success of the employer and for the security of the employees that the employer maintain its ability to provide adequate professional and incidental services to the residents and clients of Park Health Center on a 24 hour, 365 day basis.

In order to accomplish this objective, regular and prompt attendance at work is required of all employees, thus eliminating the burden and hardship placed upon fellow employees who are required to work beyond their scheduled hours due to others absenteeism and causing inefficiency and disorder in the work force. Therefore, the following policy will be adopted:

	January 1 through December 31
3rd Incident	Counseling session
4th Incident	Verbal warning
5th Incident	Written warning
6th Incident	Three (3) day suspension
7th Incident	Five (5) day suspension
8 th Incident	Fifteen (15) day suspension
9 th Incident	Termination

Employees working 4 hours or more of an unscheduled shift shall have an incident removed, hours are accumulative in one hour increments up to four (4) hours.

If an employee has no incidents in six (6) consecutive months of the employee's last incident then the last incident will be withdrawn.

Tardiness is the failure of an employee to report for work at his / her work stations and / or desk more than (1) minute after his / her scheduled starting time or where he /she left work prior to the end of his / her quitting time. Each tardy and / or leaving early will count as 1/4 (one-fourth) of an incident. For purposes of the incentive pay, you must not be tardy more than one minute.

OCCURRENCES NOT COUNTED

- | | |
|--------------------------|---|
| 1. Bereavement | 7. Medical Leave |
| 2. Jury duty | 8. F.M.L.A. |
| 3. Work Related Injuries | 9. On going occurrences with approval of the Director |
| 4. Personal Days | 10. Vacation |
| 5. Workers Compensation | 11. ADA |
| 6. Pre-approved time off | |

January 1 through December 31

NO CALL - NO SHOW

1st Incident 15 day suspension

2nd Incident Termination

In the event an employee is absent three (3) consecutive days without notifying or prior approval, such employee shall be considered as having voluntarily resigned, resulting in termination of employment.

WEATHER TARDINESS AND/OR ABSENTEEISM

Absenteeism or tardiness because of the weather shall be addressed on a case by case basis by the Director.

DUE PROCESS:

The employer agrees that in the administration of this policy, any employee affected by the terms and conditions of this policy shall be entitled to due process as provided under the provisions of Article 9, Grievance and Arbitration Procedure.

ARTICLE 47. DURATION

Except as otherwise noted with respect to the effective date, July 1, 2002, of the Wage and Incentive Pay, this Agreement is effective July 1, 2001 and shall terminate at 11:59 p.m. May 1st of 2003.

SIGNATURE PAGE

Executed at St. Clairsville this 1st day of July, 2001.

FOR THE UNION

Dave Regan, President
1199/SEIU, AFL-CIO

FOR THE EMPLOYER

Ryan E. Olexo /s/
Ryan E. Olexo, President
Belmont County Commissioner

Mark A. Thomas /s/
Mark A. Thomas, Vice President
Belmont County Commissioner

Charles R. Probst, Jr.
Belmont County Commissioner

Michael Kinter /s/
Michael Kinter
BCDJFS Human Resources

Darlene Pempek /s/
Darlene Pempek, Clerk
Belmont County Board of Commission

Lynn Agostini /s/
Lynn Agostini, Administrator
Park Health Center

Approved as to form:

Pam Neff /s/
Pam Neff, Personnel Officer
Park Health Center

Frank Pierce /s/
Frank Pierce
Belmont County Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ENTERING
INTO GRANT AGREEMENT WITH STATE OF OHIO,
DEPT. OF DEVELOPMENT FOR CDBG FORMULA
ALLOCATION PROGRAM**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into the following agreement with the State of Ohio, Department of Development for the Small Cities Community Development Block Grant Formula Allocation Program.

**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FORMULA ALLOCATION PROGRAM
CFDA No. 14.228**

GRANT AGREEMENT

F.T.I. Number: 346000236

Grant Number: B-F-01-007-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and the **County of Belmont**, located at **Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950-1225**, and with F.T.I. Number: **346000236** (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2001** and ending **February 28, 2003**.

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of **Three Hundred Forty-Four Thousand Dollars and no cents (\$344,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the CDBG Formula Allocation Program, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto, made a part hereof. The grant of Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and request and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Funds. The Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A and shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. **Payment of Funds.** Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Funds.** The Funds shall be deposited and maintained in the separate account upon the books and records of the Grantee (the "Account"). The Grantee shall keep all records of the Account in a manner which is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. **Reporting Requirements.** The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. **Grantee Requirements.** The Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** The Grantee shall establish and maintain for at least three (3) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports and all other relevant information. The parties further agree that records required by Grantor respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All auditees shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee expends \$300,000.00 or more of federal funds in a fiscal year, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
- v. The report identifies an instance or indicator of an illegal act which could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee expends \$300,00.00 or more of federal funds in a fiscal year, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit office. (See the OHCP Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any project wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project, Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Funds. The Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. The Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. Certification of Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. The Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are materially complete and accurate.
- c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

17. Effects of Termination. within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. Conflict of Interest. No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement.

Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. Indemnification. To the extent permitted under applicable law, the Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Projects and Scope of Work. The Grantee will reimburse the Grantor for any judgments arising out of Grantee's actions or inactions which may be obtained against the Grantor, including, but not limited to, judgments for infringements of patents or copyrights. The Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending against any such claims or legal actions if called upon by the Grantor to do so.

21. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, or the Handbook in the performance of the Projects and the Scope of Work. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

22. Outstanding Liabilities. The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State,") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D) (1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

24. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin, County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In case of the Grantee, to:

The Honorable Ryan E. Olexo, President
Belmont County Board of Commissioners
Courthouse, 101 West Main Street
St. Clairsville, Ohio 43950-1225

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:

County of Belmont

By: Ryan E. Olexo /s/
Ryan E. Olexo

Title: President, Belmont Co. Commissioners

Date: September 28, 2001

GRANTOR:

State of Ohio
Department of Development

By: _____
Bruce Johnson, Director

Date: _____

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF DISCUSSION HELD
RE: HIRING OF DEPUTY DIRECTOR, EMA

Richard Quinlin, Director, EMA, came before the Board to introduce the new Deputy Director, David Ivan. Mr. Ivan is a fourteen year veteran volunteer staff member of the Belmont County Volunteer EMA staff. He is also a member of the Martins Ferry Volunteer Fire Department Ladder Company, honorary member of the Martins Ferry Emergency Squad, and vice president of the Belmont County Fire Investigators Association. Commissioner Olexo thanked both for coming and commented that this hiring was, "a long process getting this together. Welcome to you, glad you are aboard. Your soon to be new associate is a good person to work with. Glad you're here and he's here."

**IN THE MATTER OF AUTHORIZING
SIGNING AND SUBMITTAL OF
O.P.W.C. REQUEST TO PROCEED/ENGINEER'S**

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing the signing and submittal of the Ohio Public Works Commission Request to Proceed for Resurfacing Local Roads-Project #15, O.P.W.C. Project #CRM14, Contractor: Tri-State Asphalt Company, Contract Amount: \$75,491.24, Estimated Start Date: 10/01/01.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF DISCUSSION HELD
RE: DON MYERS, DIRECTOR OF DEVELOPMENT**

Don Myers, Director of Development, came before the Board to present an update on the recent release of information relevant to Belmont Coal requesting a permit to long wall mine in areas of Belmont County. Mr. Myers stated, "Yesterday, we received documents stating the unemployment rate of Belmont County is at an all time low of three (3) percent for the month of July. Five years ago we were in the top nine percent of the State, now there are only nine counties lower than Belmont County. The State's unemployment rate is at 4.4 percent and the Nation's rate is 4.7 percent. Three percent the lowest number I remember in the history of Belmont County."

Mr. Myers continued, "There is a critical vote, the Wheeling Steel vote. Our efforts here, we support our leaders (Congressman Ney, etc.) on various pieces of legislation. Today's vote is the first step; there are fourteen hundred Ohioans work at Weirton Steel. Between these two corporations, there are over 7500 jobs. The magnitude here can not be over stated."

Mr. Myers continued by updating the Board on Fox Commerce Industrial Park. He stated, "All construction is complete. The beautification project will begin on October 1, 2001 and should be done by October 31, 2001. This is a 2.3 million dollar contract out there. There is no over run. This is excellent land. The one hundred ten thousand dollar contingency is going to be used for Geo grids for strengthening the roads. This project will come in twenty thousand dollars over or under of total budget, most probably under."

The Community Improvement Corporation (CIC) Board met yesterday with the Board of Commissioners at Ohio University Eastern. This was a very productive meeting. The CIC is made up of eighteen members; we are very respectful of what the Commissioners want. Our concern is that we have spent time and money to build this Industrial Park; we see the need for not only this Industrial Park, but also a much larger Industrial Park. There is a minimum of one hundred fifty (150) acres with a limit of four to six (4-6) trucks per day. Our neighbors in Jefferson County recently received the WalMart, and we congratulate them. This company looked at Belmont County but the site was not large enough. A lot of good people surround the current Industrial Park, and have said they would be willing to make their land available. There is activity going on now whereas a local coal mine wants to mine under the Industrial Park. This project involves thirty-nine hundred acres. Publications have been put in the paper; a lot of people have not seen them. The Industrial Park is critical to the well being of Belmont County. This is of critical importance if Belmont County is to continue to grow. If we don't continue to do developments like this Industrial Park, we can be in the low fifty thousand-population range. The State of Ohio projected our population for this year at sixty-one thousand, we are at seventy thousand so far. Mr. Myers brought a topographical map showing the projected sight for the proposed long wall mining project. He continued, "I have brought this map today to show the area for which the permit has been filed in the Records Office, and also those that may be affected in the future. This area number one is thirty-nine hundred acres of our primmest land. This is residential and industrial property; we are very concerned about this. We think the public needs to be aware. The CIC voted to bring this information to the Commissioners today. We want to make the map available to the public. We want to request that the State of Ohio hold a public hearing. This permit was published on September 20; residents have thirty days from that date to respond. We need a request in to the state requesting a hearing."

Mr. Myers continued, "We value every job in Belmont County. We don't want to hurt jobs that currently exist. Senator Byrd in West Virginia stated last month that nobody has suffered more than coal miners. We want to keep the jobs and the people in our county. We would not want to do anything to hurt anyone's job in the valley. We wish to cause no one suffering. We wish to do our job and continue to lead our county forward. We want to advise the Board that we wish to request a public hearing with Ohio Department of Natural Resources. We want to find out if there is any way to negotiate. We don't want to interfere with the actions of the Board, but we must move quickly. If the Commissioners are doing something, we will pull back."

Commissioner Olexo stated, "I contacted an official from ODNR. To clarify, the public hearing is on the request of an individual or group of people. The Board feels strongly that should happen. The reason for this being here today is to show that map - to show who is affected now and who may yet be affected. We are here to represent the people of the county; we feel it is our duty. We would like to ask the media if they can get the map out to the public, to make the public aware."

IN THE MATTER OF DISCUSSION HELD
RE: DON MYERS, DIRECTOR OF DEVELOPMENT (cont'd)

Commissioner Olexo commented on the earlier statement by Mr. Myers about the high cost for electrical hookup. Mr. Fred Bennett, County Engineer, stated, "The county is currently building three local garages, before the utility companies absorbed this cost then got it back through billing. This has really hurt." Mr. Myers stated that AEP has been a pleasure to work with, we are not criticizing.

Mr. Myers continued, "The Board wishes to thank the Commissioners for yesterdays meeting, we understand how important each job is in this county. We have no problem with mining going on that does not damage our Industrial Park, the Fairgrounds, and the seventy homes. We do strongly want to help. We can not understate, nor overstate this issue."

Commissioner Thomas stated, "We appreciate the update, thank you for all you and the CIC Board has done. What a wonderful opportunity you provide to the county. It is up to the Commissioners to continue our negotiations with Bob Murray on behalf of the CIC Board and the residents. We only want to deal with the area that has been applied for, in and around the area west of Airport Road, into Fox Commerce, Loy Reclamation and points west. These are the people that will be affected by the mining. The mining permit has been filed; this thirty-day period is very crucial. If you have any concerns, if you are in this area, please call the Board. On behalf of the residents, we will continue our negations with Ohio Valley Coal. However, because the law states we must follow certain steps, we have filed a legal objection and will proceed for a hearing. We don't want our friends at Belmont Coal to misunderstand and take this as being adversarial at this point. We have to do what we need to do to protect our residents. Commissioner Olexo has scheduled a meeting with Belmont Coal. We want to do what we can to help people understand this issue. That is why they elected us, and why we are here."

Mr. Myers closed his presentation by stating, "This is some of the primest land we have in Belmont County, mixed use, with that in mind, the CIC Board voted unanimously to:

1. Make this map aware to the public who can't understand it or read it
2. Ask the State of Ohio for a public hearing on this coal permit for mining

We value, highly value coal jobs, and would not do anything to hurt anyone's job in the Valley. We wish to cause no one suffering, we wish only to do our job - continue to lead our county forward."

IN THE MATTER OF ADJOURNING
MEETING AT 11:15 A.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 11:15 A.M.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

Read, approved and signed this 5th day of October A.D., 2001.

_____ COUNTY COMMISSIONERS

We, Ryan E. Olexo and Darlene Pempek, 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

