

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and Gordie W. Longshaw, Commissioners and Darlene Pempek, Clerk of the Board. Absent: Charles R. Probst, Jr. Minutes of the meeting of June 01, 2005, 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 ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-Lizardtech	Support / GIS	599.00
Mark A. Thomas, Commissioner	Reimburse expense-General	339.28
A-Albert L. Parkhurst, ET AL	2 nd quarter salaries, Veterans	5,025.00
Dell Marketing	Computer/GIS	1,867.75
McKee Foods Corporation	Commissary Items/Sheriff	2,040.16
Ohio AFSCME Care Plan	Dental & Drug Coverage/Engineers	333.00
P-Bd. Of Trustees of Public Affairs	April & May Service/ WW#1	43,698.17
C-Crystal Springs	Water Service/Probate Court	103.32
S-Amy Busic	Reimburse Mileage/Common Pleas Crt	98.50
A T & T	Long Distance/Adult Probation	95.38
Crystal Springs	Water Service/Clerk of Courts	56.89
Lexis Nexis	Law HandbookWestern Court	50.45
Martins Ferry Office Supply	Supplies/Clerk of Courts	535.00
Belmont Senior Services	May 2005/5 th billing-In Home Care Levy	22,301.60
Belmont Senior Services	June 2005/1 st billing-In Home Care Levy	4,522.72

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for June 8, 2005 as follow:

FUND	AMOUNT
General Fund	7,036.91; 74,135.32; 57,925.10;
General Fund, 9-1-1	2,782.84
General Fund, EMA	1,399.90
General Fund, Sheriff	5,735.87
B-Dog & Kennel	878.48
E-9-1-1	776.00
H-County Home	108,915.76;14,810.77
JFS-PA	2,595.27;156,138.07;38,640.75; 6,045.39;124.39;32,611.67;850.00;
JFS, Workforce	45,000.00
JFS, Child Support Enforcement	11,818.66; 17,421.63
J-Real Estate Assessment	26,499.96
K-Engineers, MGVT	36,610.32; 2,558.22
N-Sanitary Sewer, WW#3	202,781.48
P-Sanitary Sewer	5,088.49;14,385.84
Oakview Administration Bldg	1,520.23
LEPC Fund	706.01
S-JFS, Childrens Services	6,066.20;3,297.74;6,413.35;5,806.31;79,161.14;26,288.95
District Detention Home	3,349.64
Oakview Juvenile Rehab	\$5,435.53, \$15,014.82
Probate Court, Computer Fund	2,627.50
Sheriff Commissary	5,845.00
Western Court	1,697.71
T-Water & Sewer Guarantee Deposit	515.46;184.15

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

IN THE MATTER OF APPROVING
TRANSFERS OF FUNDS FOR THE VARIOUS COUNTY DEPARTMENTS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the transfer of funds for the various county departments as follows:

BELMONT COUNTY GENERAL FUND

FROM	TO	AMOUNT
A401-A11 Other Expenses	A001-H01 Examinations	\$3,546.92

BELMONT COUNTY GENERAL FUND

FROM	TO	AMOUNT
A401-A11 Other Expenses	A206-A03 Housing of Prisoners	\$2,997.50

BCDJFS/BELMONT CO. FLOOD DISASTER GRANT FUND H04

FROM	TO	AMOUNT
H004-H01 Salaries	H004-H04 Equipment	\$50,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF TRANSFER OF FUNDS
FOR THE WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF MARCH APRIL MAY 2005**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer of funds.

FROM	TO	AMOUNT
S079-S07 CERT OF TITLE/CLK OF COURTS	Y091-Y03	\$187.50
H430-H14 COUNTY HOME	Y091-Y03	\$1,437.50
S033-S47 DISTRICT DETENTION	Y091-Y03	\$187.50
S049-S63 MENTAL HEALTH	Y091-Y03	\$562.50
S066-S79 MENTAL RETARDATION	Y091-Y03	\$3,937.50
K200-K24 MVGT-K11 ENGINEERS	Y091-Y03	\$562.50
S082-S14 WESTERN COURT COMPUTER	Y091-Y03	\$187.50
S230-S16 OAKVIEW JUVENILE REHAB	Y091-Y03	\$562.50
H300-H13 DJFS	Y091-Y03	\$3,375.00
H310-H08 CHILD SUPPORT	Y091-Y03	\$937.50
L001-L13 SOIL AND WATER	Y091-Y03	\$187.50
Y090-Y14 WATER & SEWER	Y091-Y03	\$375.00
T075-T02 WIC FRINGES 2005	Y091-Y03	\$375.00
		\$12,875.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Yes

**IN THE MATTER OF TRANSFER OF FUNDS
BETWEEN THE S33 BHJD DISTRICT DETENTION HOME FUND
AND THE BELMONT COUNTY GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following transfer of funds as follows between the S33 BHJD District Detention Home Fund and the General Fund.

FROM	TO	AMOUNT
A901-A11 District Detention Home	S033-S15 Transfers In	\$ 40,500.00
	2005 partial 3rd quarter allocation of funding	

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE S00 COMMISSARY FUND/SHERIFF OFFICE**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 4, 2005, May 18, 2005 and June 1, 2005.

S00 COMMISSARY FUND/SHERIFF OFFICE	
S000-S01 Supplies	\$5,030.09

Upon roll call the vote was as follows:

Mr. Longshaw Yes
Mr. Thomas Yes
Mr. Probst Absent

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw granting permission for county employees to travel as follows: ENGINEER'S DEPARTMENT: Michael Wahl and Steven Clark to Columbus, Ohio, July 6-7, 2005 for CEAO Ohio Traffic Engineering & Highway Safety Conference & Trade Show. Estimated expenses: \$210.00 each.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

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

Motion made by Mr. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated June 1, 2005, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

OPEN PUBLIC FORUM

Mr. Anthony Maroni of County Road 66 (Gun Club Road), Uniontown, requested the board address the problem of dust, smoke, speed and the noise from limestone trucks that haul on that road. Mr. Maroni said he has lived there for over 50 years and has never seen anything like this situation. The road is chipped with limestone in the winter that turns to dust and mud in the spring. The residents can't open their doors and windows because of the dust. Mr. Maroni stated he has talked to county engineer Fred Bennett with no results. Mr. Maroni also said that neighbors that work midnight shift can't sleep due to the noise of the jake brakes. Commissioner Thomas said the county doesn't have the authority to pass anything on the noise from the jake brakes but that he would talk to the sheriff about the problem and also the county engineer to see if they could get some help for that road. Mr. Maroni said he was told there is no river gravel available to put down on the road this year and that means they will be using the limestone again, which is unacceptable. Mr. Maroni said perhaps the trucks could be rerouted but Commissioner Thomas said "The problem with that is, it's a public road and they have a right to use it. If they were to reroute themselves, that would be one thing, but the county and the engineer who's in charge of the road doesn't have the power to say 'you can't use the road,' just so you know that." Commissioner Thomas assured Mr. Maroni he would look into the matter and call him back.

**IN THE MATTER OF APPROVING
THE HIRING OF SUMMER HELP FOR
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the hiring of Michael Kernik and Joshua Newell as summer help at the Belmont County Sanitary Sewer District, effective May 31, 2005.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

**IN THE MATTER OF AWARDING BID
FOR WAYNE TOWNSHIP RESURFACING PROJECT 18-3/
BEMONT COUNTY ENGINEER**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for the Belmont County Engineer Wayne Township Resurfacing Project 18-3 to the low bidder, Shelly & Sands, Inc., in the amount of \$58,375.75, based upon the recommendation of Fred Bennett, County Engineer.

Note: This project is for the resurfacing of Wayne Township 34 (Shry Road). This project will be funded by Ohio Public Works and Wayne Township.

*** Due to availability of funds from OPWC, it is the county engineer's recommendation that the pay quantity for item 448, asphalt concrete intermediate course type I, be reduced from 456 CY to 391 CY, a difference of 65 CY. At \$86.50 per cubic yard, this will reduce the total contract by \$5,622.50. New contract amount: \$58,375.75. Wayne Township Trustees and Shelly & Sands are in agreement. Original bid amount was \$63,998.25.*

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

**IN THE MATTER OF AWARDING BID
FOR PROJECT 05-5 APPLYING LIQUID BITUMINOUS
MATERIAL FOR DUST CONTROL/ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for the Belmont County Engineer Project 05-5, Applying Liquid Bituminous Material, to Lash Excavating & Paving, Inc. in the amount of \$170,300.00, based upon the recommendation of Fred Bennett, County Engineer. (Only one (1) bid was received)

Note: This project provides for the furnishing and application of Bituminous Liquid Asphalt Materials for dust control on various highways. Estimated costs \$225,000 Funding Source MVGT

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

**IN THE MATTER OF PLAT OF
WYNGATE SUBDIVISION
RICHLAND TOWNSHIP SEC 28, T7, R4**

**[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date June 8, 2005**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Wyngate Subdivision, Richland Township Sec 28, T7, R4, pursuant to Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

To: Cindi Henry, Clerk, Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 15th day of June, 2005, at 11:45 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
- cc: Richland Township Trustees
Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

**IN THE MATTER OF ENTERING INTO CONTRACT
WITH WASHINGTON COUNTY COMMISSIONERS FOR
HOUSING OF PRISONERS IN WASHINGTON COUNTY JAIL**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a contract with the Washington County Board of Commissioners for Housing of Prisoners in the Washington County Jail. Belmont County shall pay Washington County \$55.00 per day for each person from Belmont County incarcerated in Washington County Jail. This agreement will be retroactive to April 1, 2005 and terminate March 31, 2006.

Note: This is the same amount we pay under the current contract with Washington County and also the current contracts with Carroll County and Jefferson County for housing of prisoners.

CONTRACT FOR HOUSING PRISONERS

IN THE

WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this 8th day of June 2005, by and between the Board of County Commissioners of Washington County, Ohio hereinafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff" and Belmont County hereinafter referred to as "Belmont County".

WHEREAS, Belmont County wants to confine in the Washington County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial or serving a sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities and obligations of the County and the Belmont County for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. The County shall receive, keep, board, and safely maintain in the Washington County Jail on behalf of the County of Belmont all persons who could otherwise be lawfully incarcerated in Belmont County. (Except as provided in paragraphs 4,5 and 9 below.)
2. Belmont County shall pay to Washington County the sum of fifty-five dollars (\$55.00) per day for each person incarcerated in the Washington County Jail under paragraph 1. For purposes of determining the compensation to be paid, each part of any calendar day a person is incarcerated up to twelve (12) hours shall be paid for at the rate of one-half of one day's fee; each part of a calendar day over twelve (12) hours shall be paid at the rate for a full day.
3. Belmont County prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious or venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoners so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter. The County may refuse to keep such prisoner thereafter following notice to Belmont County and following receipt of such notice Belmont County agrees to receive back such affected prisoner.
5. The Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
6. Belmont County agrees to pay for any and all medical surgical, dental, or ophthalmology expenses incurred on behalf of a Belmont Co. prisoner including doctor's fees, hospital charges, and prescription costs.
7. Belmont County shall transport and provide security anytime a Belmont County prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Belmont County shall bear the expense or the burial of a Belmont County prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. 10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing Belmont County prisoners. Payment shall be made by Belmont County to the Washington County Sheriff, 309 Fourth Street, Marietta, Ohio 45750 within thirty (30) days of the date of the statement. The Washington County Sheriff may refuse to accept Belmont County prisoners if timely payment is not made.
11. 11. Belmont County agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Washington County Jail, as prescribed by the Sheriff, Board of Washington County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. 12. Anytime Belmont County arrests an individual for domestic violence, violation of a temporary protection order or a civil protection order or menacing by stalking, and the victim does not have a phone number, our agency will be responsible for attempting to make notification to the victim of the offender's pending release upon being so notified by the staff of the Washington County Jail. Our agency will be responsible for advising the staff of the Washington County Jail once said notification has been made to the victim along with the name of the officer making such notification. Our agency acknowledges that failure to comply with this agreement will result in the refusal of the jail staff to accept a prisoner arrested for any of the above stated offenses.
13. 13. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
14. 14. This agreement shall be retroactive to April 1, 2005, and terminate March 31, 2006.
15. 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This Agreement entered into on behalf of Belmont County pursuant to Resolution Number _____ passed June 8, 2005 (Please insert resolution # and date)

Any alteration of contract shall result in the contract being null and void

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/
Gordie W. Longshaw /s/

WITNESS

Jayne Long /s/

Fred A. Thompson /s/
Sheriff

A. WASHINGTON COUNTY COMMISSIONERS

Approved as to Form
Chris Berhalter /s/
Prosecuting Attorney

WITNESS

John Grimes, President

Teresa L. Smith, Clerk

Samuel R. Cook

Larry P. Steinel
Approved as to Form

Larry R. Mincks, Sr., Sheriff

James E. Schneider, Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

DISCUSSION HELD

Commissioner Thomas explained that Belmont County has similar contracts with Jefferson County and Carroll County. Jefferson County houses the most prisoners from Belmont County because they have the most beds available and are the nearest in distance. Commissioner Thomas stated that housing of prisoners has been an escalating problem for years and that they hope to finalize plans for a jail expansion in Belmont County soon. The delay this year has been due to the election of a new sheriff in January who had to evaluate the staff, jail and prisoner situation before presenting his recommendations to the board. Commissioner Thomas explained that the board has some final questions for the sheriff that need answered before they can commit to the project. He stated, "A letter is going out to the sheriff today with those questions. The bottom line for us is not how much is it going to cost to build the facility, we can absorb that, the one time cost, but what's it going to cost the taxpayers every day that the new operation is in place? That's the biggest question." Commissioner Thomas said they hope to have the information soon because the county is struggling with the out-of-county housing costs. On top of the \$55 dollars a day, there are transportation costs, staffing, vehicles and time that are being factored into the jail expansion project. An expansion would ideally reduce those costs. "The design is in place; the cost is too much today for the taxpayers to bear- the long-term costs," said Thomas. Commissioner Thomas noted that no matter what ideas the sheriff and commissioners come up with for the expansion, the operation of jails and the number of staffing is regulated by the state of Ohio.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH COUNTY AUDITOR,
COUNTY TREASURER AND BCDJFS STAFF AT 10:55 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter executive session at 10:55 a.m. with County Auditor Joseph Pappano, County Treasurer Joseph Gaudio, and Belmont County Department of Job and Family Services Director Dwayne Pielech and Human Resource Administrator Mike Kinter, and Clerk Darlene Pempek pursuant to O.R.C. 121.22 (G)(4) Collective Bargaining to discuss negotiations and bargaining issues upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C.§ 121.22(G)(4); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment.

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH COUNTY AUDITOR,
COUNTY TREASURER AND BCDJFS STAFF AT 11:05 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn executive session at 11:05 a.m. with County Auditor Joseph Pappano, County Treasurer Joseph Gaudio, and Belmont County Department of Job and Family Services Director Dwayne Pielech and Human Resource Administrator Mike Kinter, and Clerk Darlene Pempek pursuant to O.R.C. 121.22 (G)(4) Collective Bargaining to discuss negotiations and bargaining issues.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

NO ACTION TAKEN AS RESULT OF EXECUTIVE SESSION

**IN THE MATTER OF ENTERING EXECUTIVE SESSION
AT 11:06 A.M.WITH LINDA PICKENPAUGH, EXECUTIVE DIRECTOR,
MENTAL HEALTH AND RECOVERY BOARD**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into Executive Session at 11:06 a.m. with Linda Pickenpaugh, Executive Director, and Sandy Kelner, Fiscal Officer of the Mental Health & Recovery Board and Clerk Darlene Pempek pursuant to O.R.C. 121.22(G)(5) Confidential Matters upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C.§ 121.22(G)(5); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider matters required to be kept confidential by federal law or rules or state statutes;

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider matters required to be kept confidential by federal law or rules or state statutes;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION
AT 11:25 A.M.WITH LINDA PICKENPAUGH, EXECUTIVE DIRECTOR,
MENTAL HEALTH AND RECOVERY BOARD**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn Executive Session at 11:25 a.m. with Linda Pickenpaugh, Executive Director, and Sandy Kelner, Fiscal Officer of the Mental Health & Recovery Board and Clerk Darlene Pempek pursuant to O.R.C. 121.22(G)(5) Confidential Matters.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

NO ACTION TAKEN AS RESULT OF EXECUTIVE SESSION

**IN THE MATTER OF ENTERING INTO
PURCHASE OF PERFORMANCE OF SERVICES
CONTRACT WITH MEAD TOWNSHIP PARK DISTRICT
ON BEHALF OF BCDJFS RE: SUMMER YOUTH RECREATION PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into Purchase of Performance of Services contract with **Mead Township Park District** on behalf of Belmont County Department of Job and Family Services for the Summer Youth Recreation Program.

Contract amount not to exceed \$20,000.00.

Effective date is after the latest date on the signature page and terminates September 1, 2005.

Note: The purpose of this contract is to provide eligible Belmont County Youth with activities during the summer that emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services**

Whereas, this contract, entered into on this 10th day of June, 2005, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Mead Township Park District (hereinafter "Contractor"), is for the purchase of the performance of the Summer Youth Recreation Program that meet the requirements and standards of the Belmont County Prevention, Retention and Contingency Plan, the Ohio Revised Code and rules and regulations promulgated there under and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide eligible Belmont County Youth with activities during the summer that emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

II PARTIES

The parties to this agreement are as follows:

- Purchaser:** The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074
- Contractor:** Mead Township Park District
P.O. Box 74
Shadyside, OH 43947
740-671-9328

III CONTRACT PERIOD

This contract and its terms will become effective upon the execution of this document by all parties as stated herein. **The effective date is after the latest date on the signature page. No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is September 1, 2005.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

Belmont County Youth up to age 19 in families with income at or below 200% of the Federal Poverty Level Guidelines.

Program Duration

The Summer Youth Recreation Program may run for up to twelve (12) weeks.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser=s choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor=s breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor=s failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

Prevention, Retention and Contingency (PRC)

Prevention, Retention and Contingency is a state program utilizing TANF funds to help families become self-sufficient. PRC services and eligibility requirements are outlined in the Belmont County PRC Plan, the Ohio Revised Code and Ohio Department of Job and Family Services rules.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor will provide a Summer Youth Recreation Program for eligible Belmont County Youth. The program will provide youth with activities that emphasize increasing self-esteem, improving interpersonal relationship skills, building leadership skills, learning about fair play and honesty, character building and providing learning opportunities.
2. Contractor will provide physical location for the program
3. Contractor will hire necessary staff to operate the program and is responsible for worker=s compensation, social security, FICA or any other costs related to the employment of the staff.
4. Contractor is responsible for determining the eligibility of the participants and must obtain income or other eligibility verifications. Income eligibility for the program is 200% of the Federal Poverty Level Guidelines. Contractor may enroll youth who are over the 200% guideline however, they must charge a fee to those youth that is not less than the participant fee charged to the Purchaser.
5. Contractor shall meet all service requirements of this contract. Contractor=s failure to perform services as required herein is a breach of this contract, thus triggering Purchaser=s right to terminate, cancel, rescind, and modify this contract as well as Purchaser=s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
6. Contractor shall meet all performance standards included and incorporated into this document. Contractor=s failure to meet these standards will be a breach of this contract, thus triggering Purchaser=s right to terminate, cancel, rescind, and modify this contract as well as Purchaser=s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
7. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor=s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser=s right to terminate, cancel, rescind, and modify this contract as well as Purchaser=s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will pay all costs related to providing the Summer Youth Recreation Program.
2. Purchaser will assist in helping the Contractor to understand the PRC regulations and provide income guideline information.
3. Purchaser will, when able, provide links to other agencies that may assist the Contractor in providing the program.
4. Purchaser will monitor Contracto=s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements
 Contractor shall provide the Summer Youth Recreation Program to eligible Belmont County youth. The program will emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

1. Increasing the participants= understanding of the importance increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

D. Performance Standards
 To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Output-effectiveness measures

1. All youth enrolled in the Summer Youth Recreation program will participate in activities that will emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

E. Performance Reporting
 At the end of the contract period, the Contractor shall provide to the Purchaser a list of the names of the youth attending the program. The Contractor will reconcile with the Purchaser any remaining funds and return any such funds to the Purchaser.

Failure of Contractor to deliver all required reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser=s discretion.

F. Evaluation and Monitoring
 Purchaser shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity. Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties will be a breach of this contract, triggering Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS
 Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF (CFDA# 93.558) funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$20,000. The Contractor will submit a bill to the Contractor for the entire amount of the contract.**

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

VII ALLOWABLE COSTS
 Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS
 Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for participants.

ACTIVITY	TOTAL COST
Payroll (Salaries, Medicare, Pers, Taxes, etc.)	\$8,750.00
Equipment	\$3,500.00
Supplies	\$3,250.00
Rentals	\$4,000.00
Advertising	\$500.00
TOTAL BUDGET AMOUNT	\$20,000.00

IX DUPLICATE BILLING
 Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT
 Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.
 Audits may be conducted using a sampling method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.
 Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.
 If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.
 Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser, upon request, when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor=s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser=s consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor=s performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement.

Contractor further avers that no financial interest was involved on the part of any of Purchaser=s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee=s business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including the Ohio Administrative Code rules.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor=s employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors. Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor=s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers= Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXIV PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

XXXV SIGNATURES

Dwayne D. Pielech /s/ 6/6/05

Dwayne D. Pielech, Director Belmont County Department of Job and Family Services Date

Jim Merryman /s/ 6/2/05

Representative Mead Township Park District Date

Mark A. Thomas /s/ 6/8/05

Belmont County Commissioner Date

Gordie W. Longshaw /s/ 6/8/05

Belmont County Commissioner Date

Belmont County Commissioner Date

Chris Berhalter /s/ 6/8/05

Approved as to form: Belmont County Prosecutor Date

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

**IN THE MATTER OF ENTERING INTO
PURCHASE OF PERFORMANCE OF SERVICES
CONTRACT WITH THE ALLISON MILLS RECREATION CENTER
ON BEHALF OF BCD,JFS RE: SUMMER YOUTH RECREATION PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into Purchase of Performance of Services contract with the **Allison Mills Recreation Center** on behalf of Belmont County Department of Job and Family Services for the Summer Youth Recreation Program.

Contract amount not to exceed \$20,000.00.

Note: Effective date is after the latest date on the signature page and terminates September 1, 2005.

Note: The purpose of this contract is to provide eligible Belmont County Youth with activities during the summer that emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services**

Whereas, this contract, entered into on this 10th day of June, 2005, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Allison Mills Recreation Center (hereinafter "Contractor"), is for the purchase of the performance of the Summer Youth Recreation Program that meet the requirements and standards of the Belmont County Prevention, Retention and Contingency Plan, the Ohio Revised Code and rules and regulations promulgated there under and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide eligible Belmont County Youth with activities during the summer that emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074

Contractor: Allison Mills Recreation Center
3326 Belmont Street
Bellaire, OH 43906
740-676-3337

*** ARTICLES I THRU VII SAME AS CONTRACT ABOVE FOR MEAD TOWNSHIP PARK DISTRICT**

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for participants.

	TOTAL COST
Payroll (Salaries, Medicare, Pers, Taxes, etc.)	\$9,000.00
Fees	\$1,000.00
Supplies and Materials	\$3,500.00
Snacks and Food	\$5,000.00
Transportation	\$1,500.00
TOTAL BUDGET AMOUNT	\$20,000.00

***ARTICLE IX THRU XXXIV SAME AS ABOVE**

XXXV SIGNATURES

Dwayne D. Pielech /s/ 6/6/05

Dwayne D. Pielech, Director Date

Belmont County Department of Job and Family Services

Barbara Roman /s/, Walter C. Bauchnecht III /s/ 6/2/05

Representative

Mead Township Park District **Date**

Mark A. Thomas /s/ 6/8/05

Belmont County Commissioner Date

Gordie W. Longshaw /s/ 6/8/05

Belmont County Commissioner **Date**

Belmont County Commissioner **Date**

Chris Berhalter /s/ 6/8/05

Approved as to form:

Belmont County Prosecutor Date

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

**IN THE MATTER OF AUTHORIZING THE SIGNING
AND SUBMITTAL OF 2005 TITLE II FORMULA GRANT PROGRAM
APPLICATION TO ODYS ON BEHALF OF BELMONT-HARRISON
SARGUS JUVENILE CENTER**

Motion made by Mr. Longshaw, seconded by Mr. Thomas authorizing Board President Mark A. Thomas to sign and submit the 2005 Title II Formula Grant Program application to the Ohio Department of Youth Services on behalf of the Belmont-Harrison Sargus Juvenile Center in the amount of \$49,920.00 for the period of October 1, 2005 thru September 30, 2006.

Note: If this grant is awarded, Sargus Juvenile Center will hire a licensed counselor as a contractual employee who will provide thirty-two hours of mental health services to the youth per week.

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Absent

**IN THE MATTER OF APPROVING THE HIRING
OF SUMMER INTERN CLERK FOR WESTERN DIVISION COURT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the hiring of Tara Lee as "Summer Intern Clerk", a temporary position for the Belmont County Western Division Court, based upon the recommendation of Judge Harry White.

Note: The position will commence June 13, 2005 with compensation established at \$7.00 per hour. Ms. Lee will work 35 hours per week. Salary and all related expenses will be paid from the court's Special Projects Fund.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ACCEPTING PROPOSAL
FROM NORRIS ENVIRONMENTAL FOR NESHAP
ASBESTOS INSPECTION OF COURTHOUSE ANNEX II**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to accept the proposal from Norris Environmental, St. Clairsville, Ohio in the amount of \$3,000.00, for services provided to conduct a Neshap asbestos inspection of Annex II (the old Children's Home on State Rt. 331) based upon the recommendation of Bill Eddy, Superintendent, Belmont County Building and Grounds.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING
INTO SUBSIDY GRANT AGREEMENT FOR
COMMUNITY BASED CORRECTIONS PROGRAM
ON BEHALF OF BELMONT COUNTY COMMON PLEAS COURT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a Subsidy Grant Agreement for Community Based Corrections Programs with the Ohio Department of Rehabilitation and Correction on behalf of the Belmont County Common Pleas Court. The grant has been awarded in the amount of \$67,887.00 for fiscal year 2006.

Note: This grant funds the Adult Probation Division under the supervision of Ed Gorence.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
407 NON-RESIDENTIAL FELONY**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Corrections Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

NOW, THEREFORE this Grant Agreement is made and entered into this Sixth day of June, **2005**, by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Belmont County, Ohio, (hereinafter referred to as (Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A. TERMS AND CONDITIONS:

1. The Grantor awards to the Grantee the sum of Sixty-Seven Thousand Eight Hundred Eighty-Seven Dollars TO BE PAID IN FOUR EQUAL INSTALLMENTS OF (\$16,971.75) for the period beginning with the effective date of this agreement and ending June 30, 2006 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, **2006**. Total expenditures for Fiscal Year **2006** (July 1, **2005** to June 30, **2006**) will not in any case exceed \$67,877.

2. The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year **2006** The parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year **2006** budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

3. In the event that the Grantee wished to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

4. The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.

5. It is agreed that the Chief of the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Chief of the Bureau of Community Sanctions for the Grantor. The Grantee and the Bureau of Community Sanctions will attempt to settle any controversy or disputes which arise out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The FISCAL AGENT designated to act on behalf of the Grantee is Ed Gorence II.
The program's TAX IDENTIFICATION NUMBER is 34-60000236.

6. Quarterly payments will be made by the Grantor upon receipt of a written request from the Grantee. This process will continue until the total grant award has been expended. Interim payments made under an extension of the previous grant will be deducted from the amounts owed for the first quarter of the fiscal

**IN THE MATTER OF BID OPENING FOR
THE OPWC PROJECT BEL-CR10-13.01 BRIDGE REPLACEMENT
PROJECT/BELMONT COUNTY ENGINEER'S**

BID OPENING

This being the day and 11:30 A.M. being the hour that bids were to be on file in the Commissioners' Office for the O.P.W.C. BEL-CR10-13.01 Bridge Replacement Project for the Belmont County Engineer Department, they proceeded to open the following bids:

<u>COMPANY</u>	<u>BID BOND</u>	<u>AMOUNT</u>
Ohio-West Virginia Excavating Co. P.O. Box 128, Powhatan, Point, OH 43942	X	\$283,418.30
Ruhlin Company 6931 Ridge Rd., Sharon Center, OH 44274	X	\$418,349.45

Present for the bid opening were Fred Bennett, County Engineer and Eric Ayres, Times Leader.

Motion made by Mr. Thomas, seconded by Mr. Longshaw to turn over all bids received for the O.P.W.C. BEL-CR10-13.01 Bridge Replacement Project to Fred Bennett, County Engineer, for review and recommendation.

Note: This project is for the removal of a concrete arch bridge and replacement with a two span box beam bridge on County Highway 10 over Wheeling Creek at Blainesville. The project is funded by Ohio Public Works Commission (74%) and MVGT funds (26%). The engineer's estimated cost is \$287,564.43

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH BELMONT COUNTY
BOARD OF ELECTIONS DIRECTOR AND MEMBER AT 11:45 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into Executive Session at 11:45 a.m. with Bill Shubat, Director, Board of Elections, Lee Horsfall, board member, and Darlene Pempek, Clerk pursuant to O.R.C. 121.22(G)(2) Property Exception upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. § 121.22 (G)(2); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider **the purchase of property for public purposes.**

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider **the purchase of property for public purposes;**

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH BELMONT COUNTY
BOARD OF ELECTIONS DIRECTOR AND MEMBER AT 12:10 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn Executive Session at 12:10 p.m. with Bill Shubat, Director, Board of Elections, Lee Horsfall, Election Board member, and Clerk Darlene Pempek pursuant to O.R.C. 121.22(G)(2) Property Exception.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

NO ACTION TAKEN

RECESS AT 12:10 P.M.

RECONVENE AT 3:15 P.M.

**IN THE MATTER OF ACCEPTING
LIMITED WARRANTY DEED FROM BOARD OF EDUCATION
OF BELMONT-HARRISON VOCATIONAL SCHOOL DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to accept the Limited Warranty Deed from the Board of Education of the Belmont-Harrison Vocational School District for property situated in Richland Township, Section 28, Township 7, Range 4 and being a portion of a 0.5222 acre tract recorded in Deed Volume 651, Page 535 in the Belmont County Records.

Note: Belmont County originally transferred this property to the Board of Education of the Belmont-Harrison Vocational School District provided that said transfer was made for educational purposes only, but for no other use or purpose whatsoever. Said deed further provided that in the event the said real estate ceased to be used for educational purposes the same shall revert to and be vested in the Commissioners.

LIMITED WARRANTY DEED

The Board of Education of the Belmont-Harrison Vocational School District, for valuable consideration paid, grants with limited warranty covenants to **The Board of Belmont County Commissioners** of Belmont County, Ohio, whose tax-mailing address is Belmont County Courthouse, St. Clairsville, Ohio 43950, the following real property:

Situated in the Township of Richland, County of Belmont, State of Ohio and being a part of Section 28, Township 7, Range 4, and being a portion of a 0.5222 acre tract now or formerly claimed by the Belmont County Joint Vocational School District as recorded in Deed Volume 651, Page 535 in the Belmont County Deed Records and being more particularly described as follows:

Beginning for the description at an iron pin (set) on the northwesterly corner for the tract herein described, said point of beginning bears N.25° 13' 00" W. 299.22 feet and S. 39°22'16" W. 61.99 feet from a corner of a 40.0970 acre plat for Belmont County Joint Vocational School as recorded in Cabinet A, Slide 58 in the Belmont County Plat Records.

Thence from said point of beginning and with the southerly line for a 0.1542 acre tract now or formerly claimed by the Board of Belmont County Commissioners as recorded in Deed Volume 740, Page 385 in the Belmont County Deed Records, N. 39° 22' 16" E. 41.29 feet to an iron pin (set); thence leaving the said southerly line S. 24° 41' 57" E. 129.23 feet to an iron pin (set) thence S. 13° 26' 25" W. 57.83 feet to an iron pin (set) on the westerly line for the said 0.5222 acre tract; thence with the said westerly line N. 25° 13' 00" W. 156.67 feet to the place of beginning, passing on line at 24.30 feet an iron pin (found) inscribed "WWS 5486", containing 0.120 acres which are subject to any and all right of ways, restrictions, easements, etc. of record.

The bearings in the above description are based upon the plat for the Belmont County Joint Vocational School as recorded in the above mentioned Cabinet A, Slide 58.

The above description was prepared by William Street Registered Surveyor No. 5486 from a field survey performed March, 2005. All iron pins (set) are 5/8" X 30" rebar with a yellow plastic identification cap inscribed "WWS 5486".

The transfer of this real estate to the Board of Education of the Belmont Harrison Vocational School District in the deed recorded in Volume 651, Page 535 provided that said transfer was made "for educational purposes only, but for no other use or purpose whatsoever". Said deed further provided that in the event that said real estate ceased to be used for educational purposes "the same shall revert to and be vested in the Commissioners of Belmont County, Ohio" the Grantor in the deed recorded in Volume 651, Page 535. By execution of this deed, the Belmont Harrison Vocational School District acknowledges that the property conveyed herein is no longer necessary for educational purposes, and therefore, transfers the property back to the Board of Belmont County Commissioners of Belmont County, Ohio, thus extinguishing the original limitation of use placed upon this property as set forth in the deed recorded in Volume 651, Page 535.

Executed this 26 day of May 2005.

The Board of Education of the Belmont- Harrison Vocational School District
By: Allen Mann /s/
Allen Mann, President

STATE OF OHIO, COUNTY OF BELMONT SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Allen Mann, President of the Board of Education of the Belmont Harrison Vocational School District, and acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the Board of Education of the Belmont Harrison Vocational School District.

In testimony whereof, I have hereunto set my hand and official seal this 26 day of May, 2005.

Sue Lofton /s/ 6-25-08 Exp
Notary Public

This Instrument Prepared By:

David K. Liberati
SOMMER LIBERATI MUSSER & BAGAY CO.
409 Walnut Street
P.O. Box 279
Martins Ferry, Ohio 43935
Telephone: (740) 633-5551
Fax: (740) 633-5660

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

**IN THE MATTER OF ADOPTING
RESOLUTION APPOINTING JAYNE LONG AS AN
ASSISTANT CLERK TO THE BOARD OF COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the following resolution appointing Jayne Long as an Assistant Clerk to the Board of Commissioners pursuant to O.R.C. 305.13.

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, pursuant to O.R.C. 305.13 the Belmont County Board of County Commissioners ("Commissioners") may appoint a full-time Clerk of the Board and such necessary assistants to the clerk as the board deems necessary; and
NOW THEREFORE, BE IT RESOLVED THAT: the Commissioners hereby appoint Jayne Long as an Assistant Clerk to the Board of Commissioners to assist the Clerk of the Board in performing statutory duties specified in Section 305.10 and 305.11 and other functions specified by the Commissioners.

ROLL CALL on the adoption of the Resolution resulted as follows:

Commissioner Thomas Yes
Commissioner Longshaw Yes
Commissioner Probst Absent

Adopted June 8, 2005

**IN THE MATTER OF ADOPTING
RESOLUTION APPROVING UNION CONTRACT FOR
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS APPROVING
THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
UNION CONTRACT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the following Resolution:

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners ("Commissioners") is the co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, pursuant to the Ohio Revised Code, the "Commissioners" as co-appointing authority for the Belmont County Department of Job and Family Services, establish compensation and benefit levels and authorize any hiring and/or employment changes; and

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Belmont County Commissioners does hereby approve the labor agreement with the Ohio Council 8, AFSCME, AFL-CIO, Local 3073, as co-appointing authority of the Department of Job and Family Services for the three-year period of July 1, 2005 through June 30, 2008 and hereby authorizes the agreed upon payment of a \$3,000.00 stipend to all bargaining unit members be paid prior to June 30, 2005.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Absent

DISCUSSION HELD:

Commissioner Thomas gave a brief overview of the contract as follows:

This contract covers 124 bargaining unit members and is a 3-year contract that begins July 1 2005 through June 30, 2008. The contract was negotiated between the union and management staff during the last 2-3 mos. The bargaining unit overwhelmingly approved the contract that allows for 3% increases in each of the next three years. The contract also increases the employees' monthly healthcare premium costs from 10% to 12%. There are no increases in holidays or sick-time accruals. Employees will pay an additional 1.5% towards their retirement during the life of the contract. Any disciplinary actions taken against an employee will remain in effect (currently it's 6 months) will now move to one year.

The Belmont County Department of Job and Family Services is primarily funded by federal and state funds. Any unused moneys, saving, etc, cannot be used towards county general fund issues. Only a mandated share of general revenue funds money goes towards the department's budget. "The net result of the contract is that the agency remains progressive and supportive in Belmont County's children and their families," said Commissioner Thomas.

**AGREEMENT
BETWEEN
THE COUNTY OF BELMONT, OHIO
AND THE
BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES
AND
OHIO COUNCIL #8
AFSCME, AFL-CIO
July 1, 2005 through June 30, 2008**

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**ARTICLE 1
PREAMBLE AND PURPOSE**

Section 1.1

This agreement is made by and between the County of Belmont, Ohio, Belmont County Department of Job and Family Services, hereinafter referred to as the Employer and Local 3073, the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter known as the Union. Any name change to the Department of Job and Family Services will not affect this Agreement.

This agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the terms and conditions of their employment. It is also the intent of this Agreement to set forth understandings between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein, thereby complying with the

requirements of Chapter 4117 of the Ohio Revised Code. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

Section 1.2

The provisions of this Agreement are binding upon the Belmont County Department of Job and Family Services, and the Belmont County Board of Commissioners, and its successors, assigns, purchasers, and/or operators. This Agreement shall not be affected or changed in any respect by transfer, consolidation, merger, or sale, or, by any change in legal status, ownership, or management of the Belmont County Department of Job and Family Services.

**ARTICLE 2
RECOGNITION**

Section 2.1

The Belmont County Department of Job and Family Services does hereby recognize and accept the Union as the sole and exclusive bargaining agent for all full-time and part-time employees of the Belmont County Department of Job and Family Services, including those in the bargaining unit as certified by the State Employees Relations Board and hereinafter defined as:

Account Clerk 1	File Clerk
Account Clerk 2	Floater
Account Clerk 3	Income Maintenance Aide 2
Case Manager – APS	Investigator 1
Case Manager – Children Services	Investigator 2
Case Manager – CSEA Investigator	Laborer Crew Leader
Case Manager – Day Care	Mail Clerk/Messenger
Case Manager – DDU	Maintenance Repair Worker 1
Case Manager – Employ. Serv. Rep.	Maintenance Repair Worker 2
Case Manager – Fraud	Maintenance Repair Worker 3
Case Manager – Fraud Investigator	Office Machines Operator 1
Case Manager – IV-E	Public Inquiries Assistant
Case Manager – Medicaid	Purchasing Assistant
Case Manager – Nursing Home	Receptionist
Case Manager – Public Assistance	Safety Officer
Case Manager – Trainer	Secretary 1 (non-confidential)
Case Manager – WIA	Social Services Aide 1
Clerical Specialist	Social Services Aide 2
Clerk 2	Telephone Operator
Coordinator	Telephone Operator Receptionist
Custodial Worker	Vehicle Operator
Fiscal Specialist	

Section 2.2

Exclusions from the bargaining unit shall be all Management level employees, confidential employees, professional employees and supervisors as defined in 4117 including County Job and Family Services Director, Program Administrators, Assistant County Administrator, Eligibility/Referral Supervisor, Fiscal Administrator, Case Manager/Investigator Supervisor, Human Resources Administrator, Contract Evaluator, Social Services Supervisor, Human Resources Assistant, Administrative Assistant, Building Maintenance Supervisor, Fiscal Officer.

Section 2.3

Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within 30 days to discuss inclusion or exclusion from the bargaining unit. If the parties fail to reach an agreement on the position, the issue shall be submitted to SERB for a final determination.

**ARTICLE 3
UNION SECURITY AND DUES DEDUCTION**

Section 3.1

The Employer agrees to deduct the regular Union membership dues from the pay of only those employees in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.2

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

Section 3.3

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

Section 3.4

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

Section 3.5

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

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

Section 3.6

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

Section 3.7

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

June 08, 2005

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

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

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

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

Section 3.8

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

- A. An employee shall have the right to revoke the authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- B. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of employment or upon acceptance of a job classification outside the bargaining unit; and
- C. The contribution amount shall be certified to the Employer by the Union. The employee shall provide to the Employer within thirty (30) days advance notification of any change in the contribution amount.
Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.
- D. Once an employee revokes authorization under this Article, the employee shall not be entitled to reauthorize voluntary contributions for a six (6) month period from the effective date of the revocation.
- E. Indemnification: The parties specifically agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contribution.

ARTICLE 4

UNION REPRESENTATION

Section 4.1

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

Section 4.2

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

Section 4.3

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

Section 4.4

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

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

Section 4.5

Rules governing the activity of Union Representatives are as follows:

- A. The Union agrees that no official or member of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct any Union business during normal work times except to the extent authorized in Section 4.4 above and only after obtaining approval from the Director or his designee.
- B. Union officials (or representatives) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1

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

Section 5.1 (Cont'd.)

right and responsibility to direct the operations of the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, assign, transfer, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to meet these purposes effectively and efficiently.
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedule and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Employer's budget and use thereof;

- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions during emergency situations;
- K. Maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over Department organization and the technology of performing the work performed; and,
- M. To set standards of service and determine the procedures and standards of selection for employment.

**ARTICLE 6
NO STRIKE OR LOCKOUT**

Section 6.1

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

Section 6.2

In addition, the Union shall cooperate at all times with the Employer in the continuation of its entire operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and shall order all employees to return to work immediately.

Section 6.3

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

Section 6.4

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

**ARTICLE 7
NON-DISCRIMINATION**

Section 7.1

The provisions of this Agreement shall be applied to all employees without discrimination as to age, sex, disability, marital status, race, color, creed, national origin, religious belief, sexual preference, union and/or political affiliation. In addition, all county and agency civil rights plans and policies shall apply. The Union shall share equally the responsibility for applying this provision of the Agreement.

Section 7.2

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

Section 7.3

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

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 8.1

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

Section 8.2

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

Section 8.3

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

Section 8.4

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

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

STEP ONE (1) - - If the grievant and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the grievant, and/or his Union representative, may process the grievance of Step 1 of the Procedure.

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

It shall be the responsibility of the immediate supervisor to schedule a meeting, investigate and provide an appropriate written response to the grievance and the Union Steward within five (5) working days following the day on which the immediate supervisor was presented the written grievance. The grievant shall be permitted a Union Steward as his representative at this step of the Procedure.

STEP TWO (2) - - Within five (5) working days of receipt of Step 1 answer, the grievant and/or the Union Steward may appeal the grievance to the Job and Family Services Director and/or his designee. Any grievance so appealed shall be met on within ten (10) working days. The meeting shall be held at a mutually agreed upon time, but no later than ten (10) working days from the time of the appeal, between the Director and/or his designee, the grievant, and the Union's representatives. The Union's representative shall consist of the Council 8 Representative, Local Union President or his/her designee, and the Grievant/Steward who filed the grievance.

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

STEP THREE (3) - -

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

B. Within sixty (60) days of the effective date of this Agreement, Union and Management will choose a panel of five (5) arbitrators. Arbitration proceedings must be initiated in writing within thirty (30) calendar days from the date the written response is issued. An arbitrator must be selected within thirty calendar days after Union notification.

- C. The arbitrator shall expressly confine himself to the precise issues submitted for review and shall have no authority to determine any other issue not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his determination. The proceedings shall be informal as is compatible with the requirements of justice, and the arbitrator need not be bound by the common law or statutory rules of evidence and procedure, but may make inquiry in the matter through oral testimony and record presented at the hearing, which is best calculated to ascertain substantial rights of the parties and to carry out justly the spirit and provisions of this Agreement.
- D. The filing fee and costs of the arbitration shall be borne by the losing party. In the case of a split decision by the arbitrator, the costs of filing and arbitration shall be shared equally by the parties. The arbitrator shall make the decision on who pays. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.
- E. The arbitrator shall within thirty (30) calendar days following the hearing issue an award. The arbitrator shall not have jurisdiction or authority to:
 - 1. Review provisions of a new contract;
 - 2. Nullify, in whole or in part, any provisions of this Agreement;
 - 3. Add to, detract from or alter in any way, provisions of this Agreement;

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

Section 8.5

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

Section 8.6

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

Section 8.7

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

Section 8.8

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

Section 8.9

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

Section 8.10

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

Section 8.11

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

Section 8.12

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

Section 8.13

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

Section 8.14

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

ARTICLE 9 DISCIPLINE

Section 9.1

No employee shall be disciplined except for just cause.

Section 9.2

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- C. The Employer agrees not to discharge or suspend without pay an employee without first arranging a predisciplinary conference. The conference shall be scheduled no earlier than 72 hours after the time the employee is notified of the charges and the conference. The hearing shall be conducted by a neutral party and the charged employee shall have his union representative present. Such a conference must be conducted within a reasonable time from the date in which the Employer gains knowledge of those incidents which it deems to be a violation of conduct. The Union shall be notified through its President or designee that charges have been brought against the employee.
- D. The employee shall be notified in writing of the findings of the predisciplinary hearing conference within five (5) days. A copy shall be submitted to the Union President. If, as a result of the predisciplinary conference, any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) days of receipt of the neutral party's report. A copy shall be submitted to the Union President.
- E. An Employee may waive his right to a hearing by submitting a signed written waiver to the Employer and the Union.
- F. Appeals of any discipline of this nature may be submitted to the Employer at Step 2 of the Grievance Procedure.

Section 9.3

Oral and written reprimands shall be on record for six (6) months only. All records relating to oral and/or written reprimands will cease to have force and effect six (6) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past six (6) months. All other records of discipline will cease to have force and effect six (6) months. Discipline that results in suspension of four or more days shall have force and effect for one (1) year.

Section 9.4

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

**ARTICLE 10
LABOR MANAGEMENT MEETINGS**

Section 10.1

In the interest of sound Labor Management relations, the Union and the Employer will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than five (5) employee representatives of the Union, three (3) representatives of the Employer, and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed. These representative numbers may change by mutual written consent.

The purpose of such meetings shall be to:

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

Section 10.2

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

Section 10.3

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

**ARTICLE 11
PROBATION PERIODS**

Section 11.1

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day of employment and shall continue for a period of one-hundred and fifty (150) calendar days. A newly hired probationary employee may join the Union and file grievances from the time of hire, however, he may be terminated any time during his probationary period, including any extension, and shall have no appeal over such removal.

Section 11.2

An employee who is awarded a job under the bidding procedure will be required to successfully complete a ninety (90) day probationary period. Probationary period begins upon assignment to new position. Anytime within the first forty-five (45) days of the probationary period, the employee may voluntarily return to his prior position.

Section 11.3

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

Section 11.4

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

**ARTICLE 12
JOB DESCRIPTIONS**

Section 12.1

The Employer shall furnish the Union with a table of organization and copies of job descriptions of all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description.

Section 12.2

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

Section 12.3

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

**ARTICLE 13
VACANCIES AND PROMOTIONS**

Section 13.1

Whenever there is a job vacancy in the exclusive Bargaining Unit covered by this contract, and the Department intends to fill the vacancy, The Department of Administrative Services will be excluded from the bidding process. A notice of the opening shall be posted for five (5) working days. All eligible employees as defined by Article 13.5, in the Bargaining Unit, shall have that five (5) work day period in which to bid for the job by submitting a written application addressing his qualifications. The posting notice shall contain the job classification title, rate of pay, shift, brief job description, and immediate supervisor.

All applications timely filed shall be reviewed by the Department, and the job will be awarded within ten (10) working days in accordance with the following criteria, which shall be given equal weight.

- A. Work Experience (related)
- B. Education
- C. Seniority

Work experience, education and seniority are weighed equally (33.33% of total value) in determining which employee is awarded a job. For bidding purposes, three (3) years of service with the agency equates to an Associate Degree, and five (5) years of service with the agency equates to a Bachelor Degree.

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

Section 13.2

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

Section 13.3

An employee who is awarded a job under these provisions shall receive the rate of pay of the new classification immediately and shall be placed in the position awarded within thirty (30) calendar days of the award date.

- A. Employees who are awarded a position in a higher pay range shall be placed in a step which is at least four percent (4%) greater than their present base rate.

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- B. Employees who are awarded a position in the same pay range shall continue to receive their same rate of pay.
- C. Employees who are awarded a position in a lower pay range shall remain in the same step. If the lower classification does not contain a step equal to that of the current classification, the employee shall be placed in the maximum step of the lower classification.

Section 13.4

In order to bid on any Case Manager position, an employee must have completed an undergraduate degree or have been employed by the agency for at least five years in addition to any state mandated qualifications. Employees who are currently in Case Manager positions or who have previously been classified as Case Managers are exempt from this course requirement.

In those situations in which a Case Manager position is posted and there are no qualified bids, the contractual requirement of the completion of an undergraduate degree will be waived and the position will be reposted. The waiver of this requirement may be included concurrently with the initial posting.

This waiver does not apply to those Case Manager positions (i.e., Children Services) which require an undergraduate degree or any specialized course work above and apart from the contractual requirement.

Section 13.5

Employees are prohibited from bidding on a new position for six (6) months from the award date of current position.

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

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

Section 13.6

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

Section 13.7

Subsequent to July 1, 2002, any part-time position created and made full-time must be bid as full-time unless the incumbent has five (5) or more years in that position.

ARTICLE 14 TEMPORARY TRANSFERS

Section 14.1

Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than is the employee's own, shall be paid the higher rate of pay for all hours so assigned after the completion of one (1) day in the assignment, and retroactive to the time the assignment began and for the duration of the assignment. Such temporary assignments shall not exceed sixty (60) working days, unless extended by mutual agreement of Labor-Management.

ARTICLE 15 LAYOFF AND RECALL

Section 15.1

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

- A. The Employer shall determine in which classification the layoffs are to occur.
- B. Employees in each affected classification shall be laid off in inverse order of agency seniority.
For the purpose of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.
In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of lots will be used.
- C. The Employer shall give the affected employee ten (10) days written notice of their layoff indicating their right to bump less senior employees in any lower or equal classification, within the bargaining unit, for which they are qualified, according to DAS qualifications in effect upon execution of this Agreement.
- D. The affected employees shall have five (5) working days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. An employee not submitting such request within five (5) working days shall be considered to have accepted the layoff.
- E. Any bargaining unit employee who is bumped out of his position may exercise the same layoff rights as outlined above.
- F. Prior to the implementation of a layoff, the Employer will consider any written requests from bargaining unit employees for voluntary layoffs.

Section 15.2

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

Section 15.3

In those instances when the Employer chooses to reorganize without reducing the workforce, the choice to occupy any newly created position(s) will be given, according to seniority, to those employees in the affected classification(s). The employee must be qualified to occupy the newly created position(s). Should all employees in the affected classification(s) elect not to occupy the new position(s), layoff procedures will begin.

Section 15.4

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

Section 15.5

Laid off employees shall have recall rights to the position from which they were laid off for eighteen (18) months from the effective date of the layoff.

Section 15.6

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

Section 15.7

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

ARTICLE 16 UNION LEAVE

Section 16.1

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

**ARTICLE 17
BULLETIN BOARDS**

Section 17.1

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

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

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

Section 17.2

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

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

**ARTICLE 18
BREAK PERIODS**

Section 18.1

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

Section 18.2

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

**ARTICLE 19
BARGAINING UNIT WORK**

Section 19.1

The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out nor performed by management personnel on a regular basis so as to result in the displacement of a bargaining unit position.

**ARTICLE 20
PAID LEAVES**

Section 20.1 SICK LEAVE

- A. Sick leave credit shall be earned at the rate of one and one quarter (1 1/4) day for each calendar month of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or lay off. Unused sick leave shall accumulate without a limit.
- B. Sick leave may be requested for the following reasons:
 - 1. Illness or injury of the employee or a member of his immediate family;
 - 2. Exposure of employee or a member or his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
 - 3. Medical, dental or optical examinations or treatment of employee or a member of his immediate family where the employee=s presence is required and which cannot be scheduled during non-working hours;
 - 4. Pregnancy, childbirth and/or related medical conditions.

For the purposes of this policy, the immediate family@ is defined as spouse, parent, step-parent, grandparent, step-grandparent, sibling, son-in-law, daughter-in-law, child, grandchild, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone who has assumed one of these roles, or a legal guardian or a power-of-attorney.

- C. Sick leave shall be charged in minimum units of one quarter (3/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
 - 1) When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person within one half (1/2) hour after the time that he is scheduled to report to work and shall continue to do so for every succeeding day of absence thereafter unless emergency conditions make it impossible. The employee=s supervisor shall be informed of the place where the employee can be contacted.
- D. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Any employee failing to comply with sick leave rules and regulations will not be entitled to sick leave pay. Application for sick leave with intent to defraud shall result in dismissal and refund of salary or wages paid.
- E. The employee may be required by the Employer to furnish a statement from a licensed physician notifying the Employer of the nature of the illness or injury and that the employee was unable to perform his duties.
- F. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician=s certificate to the effect that the presence of the employee is necessary to care for the ill family member.
- G. The Employer may require an employee to take an examination, conducted by a licensed physician of the Employer=s choice, to determine the employee=s physical or mental capabilities to perform the duties of the employee=s position. The cost of said examination shall be paid by the Employer.
- I. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the Department of Job and Family Services. The intent of the leave donation program is to allow employees to voluntarily provide assistance to

their co-workers who are in critical need of leave due to the serious illness or injury of the employee or member of the employee's immediate family (as defined in Article 20).

1. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
 - a. Or a member of the employee's immediate family has a serious illness or injury.
 - b. Has no accrued leave or has not been approved to receive other state-paid benefits; and
 - c. Has applied for any paid leave, workers= compensation, or benefits program for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e., fifty-six (56) hours pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.
2. Employees may donate leave if the donating employee:
 - a. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
 - b. Donates seven (7) hours per week;
 - c. Retains a combined leave balance of at least seventy hours. Leave shall be donated in the same manner in which it would otherwise be used;
3. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.
4. Employees who wish to donate leave shall certify:
 - a. The name of the employee for whom the donated leave is intended;
 - b. The type of leave and number of hours to be donated;
 - c. That the employee will have a minimum combined leave balance of at least seventy hours; and
 - d. That the leave is donated voluntarily and the employee understands that the leave will not be returned.

Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

- J. Employees having a minimum of ten (10) years of service with the Department, or who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, be eligible to convert to cash up to forty-five (45) days of accrued sick leave. After the forty-five (45) days of sick leave balance, employees will receive one day for every one-hundred (100) hours accrued sick leave not to exceed fifty-five (55) days.
- K. Employees who use no sick leave in a rolling six (6) month period shall be entitled to one (1) additional day of leave or one additional day of pay for each six-month period. Donation of sick leave shall not affect this attendance incentive.

Section 20.2 PERSONAL LEAVE

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

ARTICLE 21 BEREAVEMENT LEAVE

Section 21.1

If a death occurs among the members of the employee's immediate family, the employee shall be granted a leave of pay for a maximum of three (3) days.

Section 21.2

Definition of immediate family is as defined in Article 20.

ARTICLE 22 PARENTAL LEAVE

Section 22.1

Parental leaves of absence shall be granted to parents of newborns or adoptive parents who request the same. The employee(s) shall be entitled to six weeks paid leave of absence in addition to any other approved leave. The six weeks must be taken consecutively. The parental leave must be used at the time of the qualifying event.

ARTICLE 23 LEAVES OF ABSENCE

Section 23.1 MILITARY LEAVE

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

Section 23.2 JURY AND WITNESS LEAVE

An employee who is:

- a) called for jury duty;
- b) subpoenaed as a witness in a case in which he is not a party;
- c) a party in an action related to his employment in which his interest is not adverse to that of the Belmont County Department of Job and Family Services, shall be granted full pay for regularly scheduled working days. Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his regular scheduled working days.

Section 23.3 EDUCATION LEAVE

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

Section 23.4 PERSONAL LEAVE

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

Section 23.5 MEDICAL OR DISABILITY LEAVE

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

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

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

**ARTICLE 24
HOURS OF WORK AND OVERTIME**

Section 24.1

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

Section 24.2

When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in the paragraph above, he shall be paid overtime pay for such time over eight (8) or over forty (40) hours at one and one-half (12) times his regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime. Compensation for hours worked in excess of forty (40) hours per week and/or eight (8) hours per day will be made in accordance with the following guidelines:

UNPLANNED OVERTIME - Unscheduled Overtime Work

The agency will allow the employee to take compensatory time or receive pay. Compensatory time shall be credited at the appropriate overtime rate (i.e., credit shall be at least one and one-half (12) for each hour or portion of each hour worked in excess of eight (8) or over forty (40) hours).

PLANNED OVERTIME - Scheduled Overtime Work

The method of compensation (paid or compensatory time) for overtime work shall be determined by the Director. Hours in excess of forty (40) will be compensated at the rate of one and one-half (12) hours for each hour of overtime. If planned overtime work is offered with payment as compensatory time only, said overtime will be offered on a voluntary basis.

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

Section 24.3

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

Section 24.4

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

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

Notwithstanding provisions of Section 24.2 by mutual agreement of the Union and Management, the employee may waive the time and one-half over eight (8) hours.

Section 24.5

When an employee is scheduled to work a shift that begins after 3:00 p.m. and before 6:00 a.m., a shift differential of .25 per hour will be implemented. When an employee is scheduled to work a shift on a weekend, a shift differential of .35 per hour will be implemented. Shift differential does not apply to on-call, call back, or overtime from your regularly scheduled day shift.

Section 24.6

Employees scheduled On-Call will receive an additional \$25 per day for all weekdays.

Employees scheduled On-Call on weekends will receive an additional \$40 per day.

Employees scheduled On-Call on holidays will receive an additional \$75 per day. In those situations in which the holiday is observed on an alternate weekday, the employee shall be paid for working the actual holiday (i.e., January 1st, July 4th, November 11th, December 25th.)

**ARTICLE 25
TRAVEL ALLOWANCE**

Section 25.1

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

Section 25.2

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

- a. Mileage: Employees required to use their privately owned vehicles shall be reimbursed in accordance with the IRS maximum allowance deduction for mileage.
- b. Lodging (Outside of County): Reimbursement for reasonable lodging rates at a hotel or motel reasonably close and convenient to the place where business will be transacted. Prior approval is necessary.
- c. Parking/Highway Tolls: Reimbursable if necessary to pay for parking or to travel a toll highway.
- d. Meals (Travel Outside of County):
 - 1. Meal reimbursement for a full day, with receipts, will be allowed on a forty dollars (\$40.00) per diem rate. Reimbursement Out-of-State meals will be allowed on a fifty dollars (\$50.00) per diem rate. Meal reimbursement for a full day, without receipts, will be allowed on a twenty dollars (\$20.00) per diem rate.
 - 2. Meal reimbursement for less than a full day will be as follows:
 - a. A maximum of eight dollars (\$8.00) for breakfast reimbursement with receipts OR a maximum of four dollars (\$4.00) for breakfast reimbursement without receipts. A maximum of ten dollars (\$10.00) for Out-of-State reimbursement for breakfast meals.
 - b. A maximum of twelve dollars (\$12.00) for lunch reimbursement with receipts OR a maximum of six dollars (\$6.00) for lunch reimbursement without receipts. A maximum of fifteen dollars (\$15.00) for Out-of-State reimbursement for lunch reimbursement.

- c. A maximum of twenty dollars (\$20.00) for dinner reimbursement with receipts OR a maximum of ten dollars (\$10.00) for dinner reimbursement without receipts. A maximum of twenty-five dollars (\$25.00) for Out-of-State dinner reimbursement.
 - d. You may be reimbursed without receipts for gratuities on meals as long as the tip does not exceed 15% of the cost of the meal. Gratuities count toward the applicable maximum meal rate.
3. If leaving before 5:00 p.m., for an overnight stay, an employee is entitled to dinner that evening.
 Any employee who is required to travel out of county and must remain on paid time until 5:00 p.m. will be reimbursed for the dinner meal.
 Any employee leaving after 5:00 p.m., not on paid time, for an overnight stay will not be entitled to meal reimbursement for that evening.
 If leaving before 12:00 noon, for an overnight stay, employee is entitled to lunch and dinner reimbursement for that day.
 Day following overnight stay - Breakfast and Lunch are reimbursable. Dinner is reimbursable only if returning late, after 7:00 p.m., or staying over.
 If travel to and from is within one day, only lunch is reimbursable. If the employee has to leave early from the office (6:30 a.m.), breakfast is reimbursable. If return is late, (after 7:00 p.m.) dinner is reimbursable.

Section 25.3

The following items shall not be reimbursed:

- A. Alcoholic beverages
- B. Entertainment
- C. Laundry and dry cleaning
- D. Room service charges
- E. Expenses of a spouse traveling with an employee

Section 25.4

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

Section 25.5

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

**ARTICLE 26
VACATION**

Section 26.1

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

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

Section 26.2

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

Section 26.3

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

Section 26.4

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

Section 26.5

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

**ARTICLE 27
HOLIDAYS**

Section 27.1

All permanent full-time and part-time bargaining unit employees shall be entitled to the following holidays with pay:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October

HOLIDAY	DATE OBSERVED
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving
Christmas Day	December 25
Floating Holiday	One Day

Section 27.2
 In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 27.3
 If an employee is required to work on one of the recognized holidays, he shall receive time and one-half (12))for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.4
 Permanent full-time and part-time bargaining unit employees shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

Section 27.5
 The floating holiday shall be taken in accordance with the guidelines for usage of personal days. If this day is not used during the calendar year, it will be forfeited.

**ARTICLE 28
 HEALTH AND SAFETY**

Section 28.1
 The Employer shall make reasonable provisions for the safety, health and welfare of its employees. Both the Union and Employer agree to work cooperatively in maintaining safety and complying with the Occupational Safety and Health Act.

Section 28.2
 Employees shall be responsible for reporting any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and Department property.

Section 28.3
 The Safety All Ways Committee shall continue to meet at least quarterly, or more often if necessary. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

Section 28.4
 Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her department. The Agency will attempt to accommodate such a request. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence.

**ARTICLE 29
 EDUCATION PROGRAM**

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as an investment rather than a cost and the parties seek to expand as well as develop employee skills through training initiatives.

Section 29.1
 The Employer shall continue a program for employee education.

Section 29.2
 The Employer shall continue to establish criteria for the approval of courses.

Section 29.3
 This Article shall be subject to the availability of funds to the Department.

Section 29.4
 The Employer will pay the following pre-approved education expenses at 100%:
 a. Registration Fees
 b. Application Fees
 c. Graduation Fees
 d. Lab Fees

Section 29.5
 The Employer will pay (when arrangements can be made) or reimburse an employee for tuition and textbooks for pre-approved courses at the following rate:
 Grade of C or above: 100%
 Grade of C- and below will not be reimbursed.

In those cases where the educational institution, the employer, and the employee agree that the employer pays the costs up front, and the employee owes the employer, any required adjustments may be made over a period of time equal to the period of time over which the course was taken.

**ARTICLE 30
 INSURANCES**

Section 30.1 LIABILITY INSURANCE
 A. The Employer agrees to provide a liability insurance policy in conformance with the policy adopted or to be adopted by the County Commissioners for coverage of Department of Job and Family Services employees.
 B. The Employer assumed no liability and no responsibility for any personal property an employee chooses to use in his official capacity as an employee and/or leave at any department facility.

Section 30.2 HEALTH CARE
 A. The Employer agrees to provide a health care insurance program in conformance with the policy adopted by the County Commissioners for coverage of all full-time bargaining unit employees, and part-time bargaining unit employees that work twenty-one (21) hours or more per week. The employees' choices of plans will be from among those plans that the County Commissioners negotiate each year. The Employer agrees that coverage under any new hospitalization program adopted shall be as good or better than that currently provided.
 B. The Employer agrees to pay eighty-eight percent (88%) toward the premium cost, with the employee paying the balance of twelve percent (12%) of the premium, not to exceed \$100 in the first year, \$115 in the second year and \$130 in the third year of this agreement.

June 08, 2005

C. Effective January 1, 2006, the Employer agrees to contribute \$179.50 per month for each bargaining unit member to the Ohio AFSCME Care Plan for Dental Level 2, Vision Care, Hearing Care, and the AFSCME Prescription Card.

Effective January 1, 2007, the Employer agrees to contribute \$186.50 per month for each bargaining unit member for the plan described in Section 30.2.C. above.

When an employee maxes out under AFSCME Care Plan, they can convert to the County Plan.

Section 30.3 FAMILY AND MEDICAL LEAVE ACT OF 1993

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

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

Section 30.4 LIFE INSURANCE

Employees will continue to receive \$15,000 life insurance policy, or greater, if adopted by the County Commissioners for coverage of Department of Job and Family Services employees.

SECTION 30.5 WAIVER

Employees who can show health insurance coverage under another plan can choose to waive coverage. The Department shall pay employees who waive coverage one hundred and eighty-seven dollars and fifty cents (\$187.50) per quarter.

ARTICLE 31 WAGES

Section 31.1

The Employer will continue to pay, on behalf of each employee, the employee's portion of the Public Employees Retirement System (PERS) contribution (8.5%)

Section 31.2 A Three Thousand Dollar (\$3,000) stipend will be paid to all full and part-time bargaining unit employees who are employed with the Belmont County Department of Job and Family Services at the beginning of this agreement.

Effective July 1, 2005, the hourly rate for all bargaining unit employees shall be increased by three percent (3%).

Effective July 1, 2006, the base hourly wage rates for all bargaining unit employees shall be increased by three percent (3%).

Effective July 1, 2007, the base hourly wage rates for all bargaining unit employees shall be increased by three percent (3%).

Section 31.3

The current method of computing step increases, increases due to promotion, and increases due to completion of probationary periods will remain in effect under this Agreement.

Section 31.4

The current method for computing longevity will change to include an additional five cents (5¢) per hour for years 21 through 30.

SENIORITY

Section 32.1

Seniority is defined as the employee's uninterrupted length of continuous service with the Belmont County Department of Job and Family Services provided that the seniority dates of employees hired prior to September 5, 1990 shall not be altered by this section. Seniority shall be calculated in calendar days of employment from the last hiring date or re-employment following a break in service.

For the purposes of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.

In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of the lots will be used.

Section 32.2

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

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

Section 32.3

Employees shall continue to accrue seniority during the following:

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

Section 32.4

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

Section 32.5

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

ARTICLE 33 SEVERABILITY

Section 33.1

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

Section 33.2

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

ARTICLE 34 WAIVER IN CASE OF EMERGENCY

Section 34.1

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

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

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

Section 34.2

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

ARTICLE 35

DURATION OF AGREEMENT

Section 35.1

This Agreement shall be effective as of July 1, 2005, and shall remain in full force and effect until June 30, 2008.

Section 35.2

Executed at St. Clairsville, Ohio this 8th day of June, 2005.

FOR THE COUNTY

FOR THE UNION

Mark A. Thomas /s/

Gordie W. Longshaw /s/

BELMONT COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Chris Berhalter /s/

Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 3:30 P.M.
WITH DARLENE PEMPEK, CLERK OF THE BOARD OF COMMISSIONERS.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter executive session at 3:30 p.m. with Darlene Pempek, Clerk of the Board of Commissioners, pursuant to O.R.C. 121.22(G)(4) to discuss Collective Bargaining issues upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C.§ 121.22(G)(4); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment.

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 3:50 P.M.
WITH DARLENE PEMPEK,
CLERK OF THE BOARD OF COMMISSIONERS.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn executive session at 3:50 p.m. with Darlene Pempek, Clerk of the Board of Commissioners, pursuant to O.R.C. 121.22(G)(4) to discuss Collective Bargaining issues.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

*** ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION**

**IN THE MATTER OF ADOPTING RESOLUTION
GRANTING AUTHORIZATION TO CHANGE EMPLOYMENT
STATUS OF JERRY MOORE, BCDJFS EMPLOYEE**

Motion to authorize the Director of the Belmont County Department of Job and Family Services to change the employment status of Jerry Moore from intermittent to full-time permanent effective June 13, 2005.

Note: Jerry Moore has been employed as an intermittent employee in the classification of Income Maintenance Aide with the agency since February 7, 2005

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS GRANTING
AUTHORIZATION TO THE DIRECTOR OF THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the following Resolution:

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners (“Commissioners”) is the co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, pursuant to the Ohio Revised Code, the “Commissioners” as co-appointing authority for the Belmont County Department of Job and Family Services, establish compensation and benefit levels and authorize any hiring and/or employment changes; and

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Belmont County Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to change the employment status of Mr. Jerry Moore from intermittent to full-time permanent effective June 13, 2005.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Absent

**IN THE MATTER OF RESOLUTION DECLARING
THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE
TEN-MILL LIMITATION AND REQUESTING THE COUNTY
AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH**

RESOLUTION

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the following Resolution:

WHEREAS, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten-mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122nd General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

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

SECTION 1. That pursuant to the provisions of Section 5705.21 of the Ohio Revised Code, it is necessary that a renewal of an existing tax be levied in excess of the ten mill limitation for the benefit of *Belmont Harrison Monroe Alcohol, Drug Addiction and Mental Health Services Board* for the purpose of

Providing mental health and addiction services to the residents of Belmont County at a rate not exceeding one and one-half (1 ½) mills for each one dollar (\$1.00) of valuation, which amounts to fifteen cents (.15) for each one hundred dollars (\$100.00) of valuation, for a period of ten (10) years, commencing with tax list year 2006 (Ohio Revised Code Section 5705.05)

SECTION 2. That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the 8th day of November, 2005. If approved by the electors, said tax levy shall first be placed upon the 2006 tax list and duplicate, for first collection in calendar year 2007.

SECTION 3. That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Mental Health and Recovery Board Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

SECTION 4. That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

BE IT FURTHER RESOLVED, that the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

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

Mr. Mark A. Thomas, President	Yes
Mr. Gordie W. Longshaw	Yes
Mr. Charles R. Probst, Jr, Vice-President	Absent

DISCUSSION HELD:

Commissioner Thomas explained that this motion is the first step for placing a levy on the November ballot for the benefit of the Belmont-Harrison Monroe Mental Health and Recovery Board It is a 1.5 mil-10 year renewal levy. The mental health services levy in 2004 generated \$764,827.60. Eric Ayres of the Times Leader questioned why only Belmont County residents are taxed when the programs benefit those in Harrison and Monroe counties also. Commissioner Thomas said the primary recipients of the funds are Community Mental Health, Crossroads, Tri County Help Center, Northpointe Consulting, Tri-State Behavioral, and Student Services that are all located here in Belmont County. Services that are provided to Harrison and Monroe counties through these agencies are served here in Belmont County. The electorate in Belmont County are the ones who vote on this levy and are taxed on it. The Mental Health Recovery Board, by statute, does not provide the services. It (the board), by statute, handles the federal, state and local funds. They are funded federally through grants, Title IX funds, and Title XX funds. The State of Ohio contributes to mental health subsidies and substance abuse subsidies. The local match is Belmont County levy funds. 90% or so of their revenue is generated from federal and state funds. The Belmont County levy that generates anywhere from \$750,000 to \$925,000 is about 10% of the budget. The board contracts with the aforementioned providers who provide the services. "The federal and state law says we will give you these moneys and this is how you do your business," said Commissioner Thomas. He further explained, "There are not these types of agencies in either Monroe or Harrison counties." Commissioner Thomas said the taxpayers of Belmont County have repeatedly voted to renew this levy and suggested the media contact Linda Pickenpugh, Director of the Mental Health and Recovery Board, if they have further questions.

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 1, 2005.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADOPTING
RESOLUTION RE: WAIVER OF BARGAINING UNIT
MEMBERS INCREASE IN HEALTH INSURANCE/
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS APPROVING
THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
WAIVER OF BARGAINING UNIT MEMBERS INCREASE IN HEALTH INSURANCE**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the following Resolution:

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners (“Commissioners”) is the co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, pursuant to the Ohio Revised Code, the “Commissioners” as co-appointing authority for the Belmont County Department of Job and Family Services, establish compensation and benefit levels and authorize any hiring and/or employment changes; and

WHEREAS, the Board of Belmont County Commissioners approved the labor agreement with the Ohio Council 8, AFSCME, AFL-CIO, Local 3073, for the three-year period of July 1, 2005 through June 30, 2008; and

NOW THEREFORE, BE IT RESOLVED THAT, the Commissioners hereby authorize the waiver of the 2% increase in the bargaining unit members share of health insurance for the month of July 2005, due to accounting matters in the implementation of the increase. The 2% increase will be effective with the August 2005 payment for health insurance.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING INTO
COORDINATION AGREEMENT
WITH OHIO HISTORIC PRESERVATION OFFICE
FOR THE ADMINISTRATION OF CDBG AND HOME FUNDED ACTIVITIES**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into the following agreement:

**COORDINATION AGREEMENT
Between Belmont County Commissioners
and the
Ohio Historic Preservation Office
for the**

Administration of CDBG and HOME-funded Activities

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds to the State of Ohio Department of Development (“State”);

WHEREAS, the State has awarded CDBG and/or HOME funds to Belmont County Commissioners (County) for undertakings that may affect properties that are listed in or eligible for listing in the National Register of Historic Places (“National Register”); and

WHEREAS, the County and the Ohio State Historic Preservation Officer (“SHPO”) agree that by following the procedures outlined in this agreement, the County will be able to meet its obligations pursuant to Section 106 and Section 110(f) of the National Historic Preservation Act (16 U.S.C. 470) and its implementing regulations, Protection of Historic Properties (36 CFR Part 800), to take into account the effects of federally assisted projects on historic properties and provide the Advisory Council on Historic Preservation (“Council”) an opportunity to comment.

NOW, THEREFORE, the County and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulation at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. Archaeology

In the event the County plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the County will consult with the OHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register.

II. Exempt Activities

A. If the County determines that an undertaking only involves (a) buildings that are less than fifty years old or (b) exempt activities, as defined by Stipulation II. B., II. C., and II. D., then the undertaking shall be deemed exempt and require no further review under this agreement because these activities generally have no effect on historic properties. The County will keep documentation of this decision on file and compile a list of exempt undertakings annually, as required in Stipulation V.

B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:

1. Non-Construction Work
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering fees and other non-construction fees and costs.
 - c. Rental or purchase of equipment.
 - d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
 - e. Mortgage refinancing where no change in use will occur.
2. Site Work
 - a. Repair, line painting, resurfacing, and maintenance of existing streets, roads, alleys, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur.
 - b. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
3. Exterior Rehabilitation
 - a. Rebuilding of existing wheelchair ramps.
 - b. Repair of porches, cornices, exterior siding, doors, balustrades, stairs, or other trim as long as any new material matches existing features in composition, design, color, texture, and other visual and physical qualities.
 - c. Foundation repair.
 - d. Exterior scraping with non-destructive means and painting of wood siding, features and trim; exterior painting of brickwork, if existing surfaces are already painted. (This does not apply to lead-encapsulant painting).
 - e. Caulking, reglazing, and weather-stripping.
 - f. Installing of screens and storm windows, provided that they:
 - (1) Completely fill the original window opening.
 - (2) Match the meeting rail or other major divisions.
 - (3) Outside storms must not protrude beyond the face of the building.
 - (4) Interior storms must not cause damage to the original interior trim.
 - (5) Interior storms must be designed to seal completely so as to protect the primary window from condensation damage.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim.
 - h. Repair or replacement of asphalt, fiberglass shingle, and asbestos roof covering with in-kind materials as long as the shape of the roof does not change.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof does not change.
 - j. Repair or replacement of gutters and downspouts.

- 4. Interior Rehabilitation
 - a. Repair or installation of new basement floors.
 - b. Installation of attic insulation.
 - c. Repair of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
 - d. Kitchen and bathroom remodeling if no walls, windows, or doors are altered.
 - e. Installation of new furnace, water heater, or furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural or decorative features.
 - g. Asbestos abatement activities that do not involve removal or alteration of structure or decorative features.
- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement. (**Appendix C**)
- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement. (**Appendix D**)

III. Project Review

- A. If the County determines that an undertaking will involve any activities that are not exempt under Stipulation II, the County will, in accordance with 36 CFR 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO: (1) project location, including a map; (2) project description, including work write-ups, plans, or specifications, as appropriate; (3) color photographs of all elevations of the building or site; (4) date any buildings in the project area were built; (5) a statement of whether any properties in the project area are listed in or eligible for listing in the National Register; (6) if there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties (**See Appendix A**).
- B. This submission should include, and the SHPO will consider, the following information if it explains the County's decisions regarding National Register eligibility and effect:
 - (1) condition assessments for various historic elements;
 - (2) an explanation of the goals of the undertaking;
 - (3) alternative treatments considered and cost estimates for each;
 - (4) life cycle maintenance costs related to each alternative;
 - (5) proposed measures to mitigate or minimize adverse effects;
 - (6) available marketing studies; and
 - (7) any other information that warrants consideration.
- C. The SHPO will respond, in accordance with 36 CFR Part 800, to the County within 30 days after receiving the project documentation by stating that (1) the SHPO concurs with the County's decision about eligibility and effect; (2) the SHPO disagrees with the County's decision about eligibility and effect; or (3) the SHPO needs more information in order to concur or disagree with the County's decision about eligibility or effect.
- D. If the SHPO and the County agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the County will retain the SHPO's letter in its project file and the review process, in accordance with 36CFR Part 800, will be complete.
- E. If the SHPO and the County agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, or the SHPO disagrees with the County's decision, the [grantee] will follow the procedures described in 36 CFR Section 800.5 (**See Appendix B**).
- F. After receiving additional information from the County, the SHPO will respond within 30 days as described in Stipulation III.C., above.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of County staff as required by the County or as proposed by the SHPO in order to assist the County in carrying out the terms of this agreement.

V. Monitoring

Within 30 days after the end of each calendar year that this agreement is in force, the County will submit to the SHPO a list of the undertakings exempted from review under Stipulation II of this agreement. For each exempt undertaking, the list will include a brief description of each activity undertaken and the age of the building or a notation that it was less than 50 years old.

VI. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

VII. Terms of Agreement

This agreement will continue in full force until June 8, 2008 and will be reviewed for modifications, termination, or renewal before this date. At the request of either party, this agreement may be reviewed for modifications at any time.

By execution and implementation of this agreement, the County and the SHPO agree that their respective responsibilities under the NHPA, associated regulations, and other related statutes, will be fulfilled.

Mark A. Thomas /s/

Mark A. Thomas, President, Belmont County Commissioners

6/8/05

Date

Mark J. Epstein, Department Head, Resource Protection and Review

Ohio State Historic Preservation Office

_____ Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF AUTHORIZING THE SIGNING OF
WORKFORCE INVESTMENT ACT 2005 SUBGRANT AGREEMENT/
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Longshaw, seconded by Mr. Thomas authorizing Commissioner Thomas to sign as the Chief Elected Official for the Workforce Investment Act 2005 Subgrant Agreement on behalf of Belmont County Department of Job and Family Services.

Subgrant Agreement No.: G-67-15-0208 WIA #: 16
 CFDA #: 17.258 (Adult) CFDA #: 17.260 (Dislocated Worker)
 CFDA #: 17.259 (Youth) CFDA #: 17.258, 17.260, 17.259 (Statewide)
Workforce Investment Act (WIA)
2005 SUBGRANT AGREEMENT

- 1. This Workforce Investment Act (WIA) Subgrant Agreement and Certification Summary is entered into between the Ohio Department of Job and Family Services, hereinafter referenced as ODJFS, and the Belmont County Department of Job and Family Services, hereinafter referenced as the Subrecipient.
- 2. All parties to this Agreement agree that, in the performance of this Agreement, there shall be no discrimination on the basis of age, ancestry, color, disability, gender, national origin, race, religion, political affiliation or belief, sexual orientation or veteran status and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity; 29 CFR Part 37.20.
- 3. This Subgrant Agreement applies to funds appropriated for Program Year (PY) 2004 and 2005 for WIA Title I and allotted for State Fiscal Year (SFY) 2006.
- 4. Funds provided under this Subgrant Agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the Workforce Investment Act, (and any amendments to that Act), the approved Local Workforce Investment Area Plan, the negotiated performance

levels, policies established pursuant to the Secretary's authority under the transition provisions at WIA Section 506(a), specifically approved statutory waivers for WIA funds and the applicable provisions in the appropriations act; P.L. 107-116.

The use of funds, reporting requirements, assurances and certifications (Attachment A) and other administrative and operational requirements governing the use of funds shall be governed by rules including, but not limited to, O.A.C. 5101:9-31-01, enacted pursuant to Chapter 6301 and information contained in APM Chapter 3000.

5. This Subgrant Agreement is effective July 1, 2005 through June 30, 2006. Commencement of expenditures is subject to the issuance of the allocation letters and signatory approval. Funds under this Subgrant are based in whole or in part upon federal funding. Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Subgrant shall terminate as of the date the funding expires without further obligation of ODJFS or the State of Ohio. Additionally, pursuant to R.C. Section 126.07, availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the funds described in this Subgrant, the Subgrant is terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

6. Funds shall be allocated via an Allocation Letter(s) from ODJFS to the Subrecipient. Costs incurred under this agreement may not exceed the amount allocated by the Allocation Letters.

7. By signing below, ODJFS and the Subrecipient agree to the terms and conditions of this Subgrant Agreement on behalf of their respective agencies.

Typed Name of Local Board Chair:

Terry Carson, CEO

Terry Carson /s/ 6-2-05
Signature of Local Board Chair Date

Typed Name of Chief Elected Official:

Mark A. Thomas, Belmont County Commissioner

Mark A. Thomas /s/ 6/8/05
Signature of Chief Elected Official Date

Typed Name of Fiscal Agent:

Dwayne Pielech, Director of Belmont County Dept of Job and Family Services

Federal Tax Identification Number: 34-6000236

Dwayne Pielech /s/ 6-6-05
Signature of Fiscal Agent

Typed Name of Authorized Representative (Administrative Entity) of Subrecipient:

Michael McGlumphy, Michael McGlumphy Consulting

Michael K. McGlumphy /s/ 6-2-05
Signature of Authorized Representative

Typed Name of Ohio Department of Job and Family Services Official:

Barbara E. Riley, Director/ODJFS

Signature of Agency Director Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

**IN THE MATTER OF APPROVING
THE REED ACT SUBGRANT AGREEMENT #G-67-15-0330
LETTER OF AWARD/BCDJFS/WIA**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Reed Act Subgrant Agreement Letter of Award on behalf of the Belmont County Department of Job and Family Services as follows:

Subgrant Agreement No.: G-67-15-0330

CFDA Number: Not Applicable

**REED ACT
SUBGRANT AGREEMENT
LETTER OF AWARD**

It is mutually agreed that the Reed Act Subgrant Agreement is modified by this Letter of Award. This Letter of Award modifies all previously executed Reed Act Subgrants and modifications between the Ohio Department of Job and Family Services (ODJFS) and the Belmont County Department of Job and Family Services, Area #16 and shall be revised as follows:

EFFECTIVE DATE: July 1, 2005 through September 30, 2005

SPECIFIC AGREEMENT PROVISION(S):

1. This Reed Act Subgrant Agreement is effective from July 1, 2005 through September 30, 2005, and shall contain the same provisions as applicable to Reed Act Subgrant Agreement #G-05-15-1253.

2. The amount of the agreement shall be based upon approved Workforce Services Month Request Forms and approved Reed Act Request Forms for marketing and outreach activities and events. Funds will be allocated by Allocation Letters from ODJFS to the Subrecipient. Costs incurred under this agreement may not exceed the amount allocated by the Allocation Letters.

REASON FOR PROVISION(S):

1. To allow the Workforce Investment Area to expend Reed Act funds for the implementation of outreach and marketing strategies through September, 2005, based on approved Reed Act Request Forms.

2. To allow the Workforce Investment Area to expend Workforce Services Month funds on activities and events in support of Workforce Services Month, which is September, 2005, based on approved Workforce Services Month Request Forms.

This letter and any attachments are to be considered a Reed Act Letter of Award and should be filed on top of your copy of the Reed Act Subgrant Agreement #G-05-15-1253 document. The Ohio Department of Job and Family Services shall annotate its files using the same procedure.

All terms and conditions of the originally approved Reed Act Subgrant Agreement that are not expressly changed by this Letter of Award remain unchanged and in full effect.

In witness whereof, this Letter of Award has been executed and delivered as of the date shown.

GRANTEE

CHIEF ELECTED OFFICIAL

Mark A. Thomas /s/

Signature

Mark A. Thomas, Commissioner

Typed Name and title of CEO

Signature Date

CHAIR, WORKFORCE INVESTMENT BOARD

Terry Carson /s/

Signature

Terry Carson, CEO

Typed Name and title of Chair

6-6-05

Date of Signature

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

FISCAL AGENT

Dwayne Pielech /s/

Signature

Dwayne Pielech, Director

Typed Name and Title of Fiscal Agent

6-6-05

Signature Date

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Signature

Barbara E. Riley, Director

Typed Name and Title of Director

Date of Signature

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 4:00 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn the meeting at 4:00 p.m.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Absent

Read, approved and signed this 15th day of June A.D., 2005.

_____ COUNTY COMMISSIONERS

Charles R. Probst, Jr., Absent_____

We, Mark A. Thomas 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