

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 6, 2010

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

7:30 PM Public Hearing For Consideration Of The Hardin #267 Watershed Area Ditch Petition Filed By Cathy Eggleston And Others

RESOLUTION NO. 10-877

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 1, 2010:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 1, 2010; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-878

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0702:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0702 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Verizon	Cell Phones	22411604-5330	\$ 6,000.00

Vote on Motion Mr. Hanks Nay Mr. Thompson Aye Mr. O'Brien Nay

RESOLUTION NO. 10-879

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0702 WITH THE OMISSION OF PAYMENTS FROM 41411435:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0702 WITH THE OMISSION OF PAYMENTS FROM 41411435 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Verizon	Cell Phones	22411604-5330	\$ 6,000.00

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-880

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0702BR:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0702BR.

Vote on Motion Mr. Thompson Aye Mr. Hanks Abstain Mr. O'Brien Aye

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RESOLUTION NO. 10-881**IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0702GC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0702GC.

Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-882**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Engineer's Office is requesting that Andrew Fortman attend the 2010 Ohio Bridge Conference in Columbus, Ohio, August 11-12, 2010 at the cost of \$185.00 (Fund Number Motor and Gas).

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 10-883**IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE ROOF #397 ROAD WATERSHED AREA DITCH, PETITIONED FOR BY DEBORAH HETRICK, KAREN IRWIN AND OTHERS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Deborah Hetrick, Karen Irwin and Others, filed a petition with the Clerk of the Board of Commissioners on February 2, 2010 in favor of certain improvements to the "The Roof #397 Road Watershed Area "; and

WHEREAS, David B. McCauslin, who was not a petitioner, was listed in the petition as an owner of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, on June 25, 2010, Mr. McCauslin, residing in the part of the watershed more specifically referred to as the West side of North 3 B's and K's Road filed an Application for a Lateral Amendment of the petition to include improvements to the West side of North 3 B's and K's Road pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners had, on Monday the 3rd day of May, 2010 held a view of the proposed improvements; and

WHEREAS, no further view of the petitioned for improvements is necessary under section 6131.10 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for Amendment;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Application for a Lateral Amendment of the Petition for the Roof #397 Road Watershed Area ("the Petition") is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Petition shall be amended to specifically include, but not be limited to, the West Side Of North 3 B's and K's Road.

Section 3. This Amendment does not require additional notice under section 6131.07 of the Ohio Revised Code and does not require an additional view under section 6131.10 of the Ohio Revised Code.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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RESOLUTION NO. 10-884**IN THE MATTER OF APPROVING OWNER'S AGREEMENT WITH NELSON FARMS ASSOCIATES FOR NELSON FARMS SECTION 1, PHASE A, PART 2:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following agreement:

**PROJECT AGREEMENT
PROJECT NUMBER: 10016**

THIS AGREEMENT, executed on this 6th day of July 2010, between **NELSON FARMS ASSOCIATES, LLC**, hereinafter called **'OWNER'** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NELSON FARMS SECTION 1, PHASE A, PART 2**, further identified as Project Number 10016, is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$15,700)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

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The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$195,560
CONSTRUCTION BOND AMOUNT	\$195,560
MAINTENANCE BOND AMOUNT	\$ 195,600
INSPECTION FEE DEPOSIT	\$ 15,700

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-885

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO WARRENSBURG ROAD BRIDGE, INCLUDING REPLACEMENT OF AN EXISTING STRUCTURALLY DEFICIENT BRIDGE OVER DELAWARE RUN WITH MINIMAL ROADWAY APPROACH IMPROVEMENTS, APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR-172-3.39 WARRENSBURG ROAD OVER DELAWARE RUN BRIDGE REPLACEMENT:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that the existing bridge on County Road Number 172, Warrensburg Road, is structurally deficient and requires replacement along with minimal roadway approach improvements and recommends that the Board proceed with Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$370,000.00.

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

Section 1: The public convenience and welfare require the replacement of the structurally deficient bridge on Warrensburg Road known as DEL-CR-172-3.39 and minimal improvement of the roadway approach to the bridge, and that the Improvement known as DEL-CR-172-3.39 WARRENSBURG ROAD OVER DELAWARE RUN BRIDGE REPLACEMENT be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-CR-172-3.39 WARRENSBURG ROAD OVER DELAWARE RUN BRIDGE REPLACEMENT PROJECT are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. on July 27, 2010, at which time they will be publicly opened and read aloud, for the project known as DEL-CR-172-3.39, Warrensburg Road over Delaware Run Bridge

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Replacement Project.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR-172-3.39". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$20 and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The Owner requires that all work associated with the project be completed before November 26, 2010. The estimated commencement of work date is August 2, 2010.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best Bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:

July 9, 2010

July 16, 2010

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-886

IN THE MATTER OF ADOPTING THE AGREEMENT BETWEEN THE DELAWARE BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY ENGINEER AND LOCAL 3981, AND OHIO COUNCIL 8 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

It was moved by Mr. O'Brien, seconded by Mr. Hanks, to adopt the Agreement entered into the 1st Day of July 2010, between the Delaware Board of County Commissioners, the Delaware County Engineer and Local 3981, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO:

**DELAWARE COUNTY ENGINEER
(SUBJECT TO APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS)
AND
AFSCME OHIO COUNCIL 8, LOCAL 3981
AGREEMENT FROM
JULY 1, 2010 THROUGH
JUNE 30, 2011**

ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Engineer (the "Employer"), subject to the approval of the Delaware County Board of Commissioners, and Local 3981, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"). This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subject, including recent changes to Ohio Civil Service Law.

ARTICLE 2 - RECOGNITION

A. To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees included within the bargaining unit described as: Mechanics; Highway Worker I, II, III, IV; and Building/Grounds Maintenance. Excluded are all management-level supervisory, confidential, casual and seasonal employees as defined in the Act, as well as all other classifications of employees not included within the certified bargaining unit.

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B. Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

C. Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

D. The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description and the inclusion of the new position in the bargaining unit. If the parties are unable to come to agreement on the inclusion of the position in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

ARTICLE 3 - NON-DISCRIMINATION

The Employer, the Union, and the employees of the Engineer will not discriminate with respect to race, color, national origin, religion, sex, ancestry, union activity, refusal to participate in union membership or activities, or protected age group defined by federal law. Any employee engaged in harassment or discrimination will be subject to corrective action, up to and including discharge. Any perceived discrimination or harassment must be reported to the Engineer immediately. The parties further agree that neither the Employer nor Union shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union. The Employer shall further have the right to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. Making reasonable accommodations to employees with a qualifying disability, including providing and requiring light duty work as recommended or endorsed by a physician, is not subject to the grievance procedure.

ARTICLE 4 - NO STRIKE/LOCKOUT

A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which county services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

B. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph (A) above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

C. The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

A. The Union recognizes the Engineer ("Employer") as the authority vested with the right to manage the operations of the Delaware County Engineer.

B. Except as specifically abridged, delegated, granted or modified by an express term of this Agreement, management retains and reserves all powers vested in management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

? to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Engineer, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;

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- ? to manage and determine, and from time to time redetermine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;
- ? to establish and change work hours, work schedules and assignments;
- ? to manage and direct its employees, including the right to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;
- ? to determine the Engineer's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;
- ? to determine the size, composition and adequacy of the work force, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;
- ? to establish or amend job descriptions of personnel within the bargaining unit;
- ? to promulgate and enforce reasonable work rules, department orders, policies and procedures, provided they are not inconsistent with the provisions of this Agreement;
- ? to maintain and improve the efficiency and effectiveness of operations by any means desirable to management; and determine the overall methods, processes, means, or personnel by which operations are to be conducted;
- ? to require employees to use or refrain from using specified equipment, uniforms, or tools;
- ? to establish starting rates of pay;
- ? to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;
- ? to establish, combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement and to subcontract out work;
- ? to determine overtime and the amount of overtime required;
- ? to maintain the security of records and other pertinent information;
- ? to determine conduct and performance expected of an employee in an emergency situation; and,
- ? to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

C. Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Management rights are not subject to arbitration or impairment by arbitration award. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article without prior negotiation with or agreement of the Union, but the Employer may also schedule labor-management meetings at times mutually convenient with the Employer and Union.

D. Management rights not limited in this Agreement are exclusively reserved by the Engineer and the Delaware County Board of Commissioners.

E. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. If the Union opposes any such effort by the Employer, it will indemnify and hold the Employer harmless for any legal liability and all costs and damages flowing therefrom, including attorneys' fees, incurred as a result of such opposition.

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ARTICLE 6 - ASSIGNMENT OF WORK

A. The Employer reserves the right to assign work which may be performed by bargaining unit members to supervisors or to temporary, casual, intermittent or seasonal employees where the Employer determines that such assignment of work is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, to cover situations in which no qualified employee is readily available, in an emergency, and in other circumstances in which work has been so assigned in the past.

B. The Employer reserves the right to subcontract bargaining unit work where the Employer determines that such subcontracting is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct inspection, to cover situations in which no qualified employee is readily available or bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment, in an emergency, and in other circumstances in which work was subcontracted in the past. Except for emergencies involving the public health, welfare and safety, the Employer agrees that contracting work that will result in a layoff will be explained to the Union prior to the start of such subcontracted work with the Union being provided the opportunity to convince the Employer that the work could be done more efficiently and with the same or better quality by existing bargaining unit employees.

C. The Engineer determines all transfers, crew schedules, and assignments. The Engineer's right to assignment includes the right to assign employees to work any particular equipment in his discretion. The Engineer reserves the right to assign work that could be done by bargaining unit members to supervisors and/or temporary, casual, intermittent, or seasonal employees.

D. All employees shall be required to perform any and all temporary assigned duties of which they are capable regardless of their usual or customary duties or job assignments. Performing the job of another employee who is on vacation or sick leave for less than fifteen (15) consecutive working days shall be part of an employee's job requirements and shall not be considered a temporary assignment. In the event the temporary assignment involves assignment to a higher classification and has lasted more than fifteen (15) consecutive working days, the temporarily assigned employee will receive a four percent (4%) increase in their regular wage rate for the duration of the temporary assignment beginning on the 16th working day after the assignment. A temporary assignment, regardless of duration, to the same or lower classification, shall not result in any adjustment of wage rate.

ARTICLE 7 - UNION REPRESENTATION

A. The Union shall select and designate in writing to the Employer a local union representative, alternate and Ohio Council 8 representative. Such designated representatives, acting jointly or alone, with approval from the other, shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the union representative shall be deemed as notice to the Union. The Employer shall not be required to meet with any persons, other than the designated union representative, on behalf of the Union for purposes of discussing the matters involving the terms and conditions of employment. The Ohio Council 8 representative shall be permitted access to the workplace, however such access must be approved in advance by the Engineer or Operations Manager.

B. The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No offensive or inflammatory notices will be posted. Postings of an offensive, insensitive, disparaging or derogatory nature will not be permitted and will be removed with a copy of the removed posting provided to the Union.

C. The Employer agrees to allow the Union to conduct meetings on the Employer's premises upon reasonable notice when such premises are available. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

D. All union activity, including the investigation of grievances shall occur on non-working, unpaid time, except if specifically authorized by the Engineer. In the absence of the Employer's consent, union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work.

ARTICLE 8 - DUES DEDUCTION

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A. During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the Chapter Chairperson. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit.

B. The Union shall advise the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. Deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the County Auditor to deduct such monies out of future paychecks only upon the express written direction of the Chapter Chairperson.

C. The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to AFSCME Ohio Council #8, Local 3981, 6800 North High Street, Worthington, Ohio 43085, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, social security numbers, and addresses of those employees who had union dues deducted along with the amount of the deduction.

D. There shall be no deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting deductions, in accordance with the Authorization card signed by the Employee.

E. The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article.

ARTICLE 9 - SENIORITY

A. A probationary employee shall have no seniority until satisfactorily completing the probationary period. There are two types of relevant seniority - overall seniority from the most recent full-time permanent hire date with the Engineer and seniority within a budgetary department (Bridges, Surface, Drainage, Specialty, and Maintenance).

B. An employee shall lose all seniority rights upon an interruption of continuous service including but not limited to any one or more of the following reasons:

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
2. Voluntary resignation.
3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures.
4. Failure to give notice of intention to report and/or failure to report for work when recalled from lay-off.
5. Lay-off for a continuous period of longer than the recall right period.
6. Failure to report to work following the expiration of an approved leave of absence, unless incapable of providing notice, so long as notice is provided at the soonest possible time thereafter.

ARTICLE 10 - PROBATIONARY EMPLOYEES

A. Employees hired after the effective date of this contract must complete a one hundred-eighty (180) calendar day probationary period which can be extended up to ninety (90) additional calendar days upon mutual agreement by the Union and the Engineer. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period, including any extension. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement.

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B. Employees who have been selected, pursuant to Article 12 "Vacancy & Promotion," to be promoted into a higher paying position, are subject to being reduced for cause to their previous position prior to completion of a one hundred twenty (120) calendar day trial period. Such action shall be grievable but not subject to arbitration or review under civil service laws. Such promoted employees may voluntarily revert back to their former position during this trial period if their former position is vacant and available.

ARTICLE 11 - MANNER OF WORK

A. The Engineer requires all employees to be appropriately dressed for working conditions. Appropriate standards shall be set by the Operations Manager or the Engineer and may vary by budgetary department and by season. The Engineer further reserves the right to implement a Uniform policy during the term of this Agreement, so long as the Employer meets with and explains the policy upon implementation.

B. The Engineer will make available the following safety equipment: ear plugs, safety vest, rain suit, over shoes, gloves, safety glasses, hard hats, and will provide each bargaining unit employee at the beginning of the calendar year a \$180.00 annual payment to help toward the cost of personal safety gear, including required safety shoes. Employees are responsible for the maintenance, care and replacement of lost personal safety equipment.

C. The Engineer will provide the necessary tools and equipment to perform the required work. Tools and equipment are to be kept in good repair. Loss or damage to tools through improper care, use, or storage may result in corrective action. County tools may never be used for personal work. Personal vehicles are to be parked in designated areas.

D. Smoking is prohibited as required by state law.

E. Employees are required to work in a safe, careful manner. In the event an employee alleges an injury occurred at work, the employee must immediately report such injury, and to the extent the injury permits, immediately complete the required incident report. All employees shall promptly report unsafe conditions related to physical plant, tool, and equipment to their supervisor.

F. The Employer shall have the right to establish, modify, or abolish rules and regulations to govern, any aspect of the operations so long as the work rule does not violate this Agreement.

G. In addition to CDL drug and alcohol testing requirements, the Engineer shall have and maintain a Drug and Alcohol Free Workplace. Employees are subject to drug and alcohol testing in circumstances the same as other employees of the County generally. The employee should expect to face serious consequences up to and including discharge for a positive drug or alcohol test following a property-damaging or injury-causing accident when the employee is operating machinery or driving a company vehicle. Employees are further obligated to report to the employer if they have been prescribed or are taking any medication that has a "do not operate machinery" or "do not drive" warning while taking the medication.

ARTICLE 12 - VACANCY AND PROMOTION

A. If the Employer decides, in its discretion, to fill a vacancy of a position in the bargaining unit, the Employer shall post a dated notice, indicating the position and other information. The notice shall be posted for five (5) work days.

B. Interested employees may have their applications considered by filing a written application with the Employer during the time of the posting. Applications filed after the posting has expired or been removed shall not be considered.

C. For a vacancy or promotion, the Engineer shall select the applicant deemed best suited. The Engineer will consider all internal applicants who comply with the posting requirements but may consider and fill a position from outside of the bargaining unit applicants at his discretion. Before making a determination on who is best suited and either at the time of or after the required posting, the Engineer may post, advertise or otherwise solicit applications from outside the bargaining unit. In the event two or more applicants are deemed best suited, then budgetary department and overall seniority shall be a factor in the determination. In the event the selected applicant has either the most budgetary department seniority or the most overall seniority among the applicants, then no other applicant shall have the right to arbitrate the selection.

D. The Employer shall decide when a vacancy exists and whether to fill the vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy or its right to hire someone from outside the unit if the Employer, in its discretion, determines that no applicants from current employees are best suited for the position after considering the criteria in Paragraph (C).

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E. Each position filled pursuant to this Section will be subject to a one hundred twenty (120) day probationary period as provided by Article 10.B. The Engineer shall have the sole discretion to evaluate the performance of the employee during the probationary period and may return that person to his/her previous position at any time at his sole discretion during such probationary period.

ARTICLE 13 - UNPAID LEAVES OF ABSENCE

A. Disability Leave.

An employee may request and the Engineer may approve at his sole discretion an unpaid disability leave if the employee continues to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of his position after he has exhausted his accumulated sick leave and vacation and any FMLA leave. The terms, conditions and requirements of such leave will be determined upon approval by the Engineer. The decision regarding whether to grant an unpaid disability leave and the terms, conditions and requirements of each unpaid leave are in the sole discretion of the Engineer and not subject to the grievance procedure or subject to civil service laws.

B. Family and Medical Leave.

Eligible employees may have up to 12 weeks unpaid leave in a 12-month period for qualifying reasons under the Family and Medical Leave Act. Such qualifying reasons include (1) for absences related to a serious health condition of the employee, (2) for the birth or adoption of a child, or (3) to provide care to a qualifying family member who has a serious health condition. To the extent possible and reasonably foreseeable, the Employer requires advance notice of an expected absence that qualifies under the Act. The Employer may also require that FMLA leave be used concurrently with other types of leave, such as sick leave, vacation, or workers' compensation disability that the employee may also be using for an absence. The Employer may implement all aspects of the Family and Medical Leave Act in its discretion to the extent allowed by the Act.

C. Military Leave.

Military Leave will be administered in accordance with the Ohio Revised Code Section 5963.061, applicable Federal law and any resolution passed by the Board of Commissioners applicable to County employees generally.

ARTICLE 14 - LAYOFF AND RECALL

A. Reasons for Lay-off.

Employees may be laid-off for one or more of the following reasons:

1. Lack of funds within the Engineer's operation and maintenance funds. A lack of funds means that the Engineer's has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations,
2. Lack of work within the Engineer's budgetary departments. A lack of work means the Engineer has a current or projected temporary decrease in the workload, expected to last less than one year, which requires a reduction of current or projected staffing levels,
3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the Engineer due to lack of continued need for the position. The Engineer may abolish positions as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

B. Order of Lay-off.

1. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then part-time, and then full-time employees within the classification shall be laid-off. Full-time employees shall be provided at least ten (10) calendar day notice of lay-off and shall be laid-off in the following order:

- a. Newly hired employees in that classification who have not completed their probationary period;
- b. In the event it becomes necessary to lay-off full time employees covered

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by this Agreement, the Engineer shall determine from which Budgetary Departments such reduction will occur. Employees shall be selected for reduction based on performance, ability, qualifications and experience. Only in the event that those factors are equal shall budgetary department seniority be considered. This generally means that higher classified Highway Workers would not be reduced in force prior to lower classified Highway Workers. There are no displacement rights for reduced employees except that Highway Workers 3s and 4s may be offered the right, at the Engineer's discretion, to displace Highway Worker 1s or 2s with the least overall seniority within any budgetary department. If a Highway Worker 3 or 4 is allowed such displacement right, his/her rate of pay will be reduced to the Highway Worker 2 pay scale in that budgetary department.

C. Recall

Laid off employees are eligible for recall into the next available opening for which they are qualified for up to twelve (12) months after layoff. To be eligible for recall, the laid off employee must have provided the Engineer his current address and phone number. The laid off Employee must report back to work within five (5) days of the Engineer's mailing of recall notice by regular mail to the provided address with a copy also provided to the Union.

ARTICLE 15 - DISCIPLINARY ACTION

A. Non-probationary employees may be disciplined or discharged for just cause, including but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, follow employee or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the employer's current rules or policies or rules or policies hereafter put into effect.

B. Disciplinary action shall normally be taken in progressive manner and shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) without pay, and (4) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, if conduct of the employee so warrants. If a suspension or discharge is being considered, the Employer will provide the employee and the Union written notice of the type of corrective action being considered, the reasons for the possible corrective action, and an opportunity for the employee to be personally present along with a union representation to respond to the charges before discipline is imposed. The meeting can be scheduled to occur as soon as the second day following the issuance of the written notice. The Engineer or his designee may impose rules on the length of the conference and the conduct of the participants. If the Engineer or his designee determines that the employee's continued presence at the worksite prior to the conference poses a risk to persons or property or a threat of disruption, the Engineer or his designee may direct that the employee not be on the premises until the conference occurs. If a suspension or discharge is imposed and grieved, such a grievance shall be filed directly at Step 2 of the grievance process pursuant to Article 16, section B2. The Engineer may, at his discretion, consider such a Step 2 grievance on the written grievance appeal only. (See Article 16, Section B2). Any corrective action can be grieved but only suspensions and discharges can be arbitrated.

C. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

1. Theft or reckless damage of property of the County or another employee;
2. Insubordination towards management personnel, or the uttering of threatening or abusive language to the public, fellow employees or management;
3. Intoxication, working under the influence of alcohol or an illegal or unprescribed controlled substance while on duty, or conviction for the sale of any illegal controlled substance at any time;
4. Falsification of any county records or employment records;
5. Fighting or threats of work place violence;
6. Violation of the current driving policy which may be revised by the Engineer upon

notice to the Union and employees;

7. Excessive tardiness (defined as more than five (5) occurrences in a 12 month period with the employee receiving notice upon incurring 4 occurrences and may receive progressive discipline after two occurrences);
8. Absence without leave or notice; and
9. Excessive absenteeism defined as more than 6 occurrences of absence within a twelve (12) month period even if the absence otherwise qualifies for sick leave usage. An occurrence of absence is defined as an absence of part of, or of one or more consecutive scheduled or call-in work days, not covered either under FMLA, Funeral Leave, Workers' Compensation temporary total disability, or vacation or sick leave approved prior to the day of absence. An

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employee shall receive notice and may receive progressive discipline upon incurring 4 occurrences.

D. Ohio Revised Code 124.34 is superseded by this Agreement and is the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures.

ARTICLE 16 - GRIEVANCE PROCEDURE

The grievance procedure is specifically designed to address all alleged violations of this contract and it replaces any procedure provided by the Ohio Revised Code including appeal to the State Personnel Board of Review. All matters arising out of this contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith.

A. A "grievance" is a timely written complaint concerning the interpretation or application of a specific provision of this Agreement, filed on a designated grievance form. The timelines imposed on the grievant are to be strictly construed unless the Engineer extends the timelines in writing. If a grievant fails to meet a timeline, the grievance shall be dismissed. If the Engineer or Operations Manager renders no decision within the applicable time requirements, the grievance shall proceed to the next successive grievance step. To be valid, a grievance and all appeals must have the signature of an employee as a grievant and the Union. If a grievance is filed on behalf of the union as a whole, it shall only require the signature of the designated local union representative. In the event more than one employee alleges a grievance arising out of the same matter, the Employer may consolidate or separate the grievances at any stage of the process.

B. The grievant is entitled to union representation at any step of the grievance procedure. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

1. Step 1. The grievant must file a written grievance with the Operations Manager within seven (7) calendar days of the occurrence giving rise to the grievance. All grievances, in order to be effective for consideration, shall be in writing, on the required form, and contain the following: (1) the facts of the grievance including possible witnesses; (2) the specific contract provision(s) allegedly violated; (3) the remedy sought; and (4) the signature of the grievant and a union officer.

The Operations Manager has seven (7) calendar days from the time the grievance is received from the grievant to reply to the grievant. If the Operations Manager denies the grievance or fails to timely respond, the grievant may proceed to Step 2 by submitting the grievance to the Engineer within three (3) calendar days after receiving the Operations Manager decision, or immediately after the seven (7) calendar day period expires.

2. Step 2. Upon a timely submission of a grievance denied at Step 1, the Engineer or a designee shall meet with the union representative and/or the grievant within seven (7) calendar days, and shall submit a written decision to the grievant within seven (7) calendar days thereafter. In the event of a grievance involving a suspension or discharge, a grievance must be filed directly at Step 2 within seven (7) calendar days of receipt of the notice of disciplinary action by the employee. In such a case, the Engineer may consider, at his discretion, the grievance on the basis of the written appeal alone and the Engineer shall have a total of fourteen (14) calendar days from the time of receipt of the written grievance, to respond in writing to the grievant and union. If the Engineer wishes to have a grievance meeting in the case of a suspension or discharge, he shall inform the grievant and the Union of the same and the normal timelines for meeting and response at Step 2 shall then apply. The time limits in Step 2 may be extended by agreement of the Engineer and Union. If the Engineer denies the grievance or fails to timely respond, the grievant and union may proceed to Step 3.
3. Step 3.
 - a. Arbitration. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure, the grievant and the Union may appeal the grievance to arbitration. Both the union and grievant must sign the appeal to arbitration. Such appeal must be presented to the Engineer in writing within fourteen (14) days from receipt of the Engineer's Step 2 response or after the time period for a written response from Engineer under Step 2 has passed. Upon receipt of a written appeal to arbitrate, the Union or Employer may then request from the Federal Mediation and Conciliation Service or the American Arbitration Association, a panel of seven (7) qualified arbitrators from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel, the parties shall strike names alternately, with the Union striking the first name. All decisions reached

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by the arbitrator shall be final and binding on both parties, subject to the right of appeal pursuant to Revised Code. If the arbitrator denies the grievance, the union will pay his fee and expenses. If the arbitrator grants the grievance, the County will pay the arbitrator's costs. At any time prior to arbitration, the parties, by mutual agreement, can schedule mediation to attempt to resolve the grievance.

b. Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly limited to interpreting express provisions of the Agreement and must be derived from the provisions of this Agreement. The arbitrator cannot add to, amend or modify in whole or part any provision of this Agreement.

ARTICLE 17 - HOURS OF WORK

A. The standard workweek is forty (40) hours of work between Saturday at 12:01 a.m. and Friday at 12:00 a.m. The Employer retains the right to assign the hours of work and modify schedules. Time worked shall be recorded as designated by the Employer, including by use of a time clock. An employee will be expected to clock in no earlier than 5 minutes prior to the start of work and no later than 3 minutes after the scheduled start time. Any time clock start time entry more than 3 minutes after the scheduled start time shall be considered a tardy. At the end of a scheduled shift, employees shall not arrive to the area of the time clock earlier than 10 minutes before the end of the shift.

B. Employees shall earn overtime pay for all "hours worked" in a workweek greater than forty (40). "Hours worked" includes vacation or holiday hours in the workweek but does not include sick leave hours. Overtime is paid at 1 1/2 times regular hourly rate. Overtime shall be assigned at the Employer's discretion and is mandatory but shall not be worked unless pre-authorized by the Engineer or a designee.

C. Employees may be called in at any time to perform work. Failure of an employee to promptly report to work when called is grounds for corrective action, but the cause of a failure to report will be a consideration in deciding what the corrective action will result.

D. The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours as he determines that needs may require.

E. Any employee called in to work outside of his/her normal scheduled hours of work shall be paid a minimum of two (2) hours.

ARTICLE 18 – PAID LEAVES OF ABSENCE

A. Sick Leave

1. Each employee who has successfully completed his/her initial probationary period shall earn four and six-tenths (4.6) hours sick leave for each eighty (80) hours in paid status. Sick leave is accumulated for hours of overtime worked.

2. Sick leave shall be accrued without limit.

3. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, and for absences necessitated by illness or injury in the employee's immediate family defined as parents, spouse, or minor children, including adopted and stepchildren.

4. An employee who is absent due to one of the above reasons must report the absence to the Employer as soon as it is known but no later than the beginning of the shift or prior to reporting off sick while on duty. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

5. Before an absence may be charged against accumulated sick leave, the Engineer or a designee may require such proof of illness, injury or death as may be satisfactory to him. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

6. Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge. Abuse or patterned use of sick leave will be grounds for disciplinary action.

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7. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal scheduled work or work week earnings.

8. An employee may accrue sick leave credit only on the basis of his full-time continuous regular employment with the Employer.

9. If an employee's illness or disability continues beyond the time covered by his earned sick leave, the employee may request an unpaid disability leave or other unpaid leave of absence, but only after exhausting vacation leave.

10. An employee who transfers from one County office to another or who transferred or is hired from another public employer in Ohio to County employment within ten (10) years of service, shall be credited with the unused balance of his sick leave accumulated in his prior service. The employee is responsible for obtaining certification of his previously accumulated sick leave.

11. The Employer will establish a policy for sick leave payout so long as it is consistent with the Ohio Revised Code.

B. Jury Duty Leave

Employees will be excused from work for jury duty. An employee who is called to and reports for panel and/or jury duty shall be compensated by the Employer at the straight-time hourly rate for the hours he would have been scheduled on that day. The employee must give prior notice of his jury duty call, and pay his/her jury fee to the Delaware County Treasurer in order to receive his/her regular pay.

C. Funeral Leave

An employee may be absent and use sick leave pay for up to three (3) consecutive work days to attend the funeral of an extended family member. For purposes of this policy, "extended family member" is defined as: brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents, father-in-law, mother-in-law, spouse, children, step-children, grandchildren, and legal guardian or other persons who stand in the place of a parent to the employee. If the employee does not have earned sick leave available for funeral leave or wishes to extend absence beyond three (3) days, the employee may request an unpaid leave of absence, not to exceed two (2) additional days. In the case of a spouse, mother, father, son, or daughter, or one who stands in the place of one of these, the employee may use any form of paid leave for these two additional days.

ARTICLE 19 - HOLIDAYS

A. All full-time employees shall receive the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Presidents Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

Employees will also be given four (4) hour holiday pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day.

B. Holiday pay will be calculated at the employee's straight-time hourly rate.

C. To earn holiday pay for a full day holiday, the employee must actually work his/her entire scheduled shift on the day before and his entire scheduled shift on the day after the holiday regardless if the employee actually worked on the holiday itself. To earn holiday pay for the four-hour holidays, the employee must actually work the four hours on the day of the holiday and the next regularly scheduled shift in its entirety. The only exception to this requirement is if the missed shift, in full or part, before or after the holiday was pre-approved for vacation by the Engineer or Operations manager more than ten (10) calendar days prior to the holiday.

D. In the event that a holiday falls on a Saturday, the preceding Friday will be considered the holiday. If it falls on a Sunday, the following Monday will be considered the holiday. In a year in which December 25 falls on a weekend (Saturday or Sunday), the Employer in its sole discretion, shall determine the scheduling of the holiday for December 25, as well as for the following January 1 holiday.

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- E. The Employer may require employees to work on a particular holiday.

ARTICLE 20 - VACATIONS

A. After completion of one full year of service, an employee shall have earned two weeks (80.0 hours) of vacation leave with full pay. Thereafter, an employee shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

1 - But less than 8 years service	80.0 hours
8 - But less than 15 years service	120.0 hours
15 - But less than 25 years service	160.0 hours
25 - and over years of service	200.0 hours

- B. No vacation is earned while an employee is on layoff or unpaid leave.

C. Employees must request and obtain pre-approval of any vacation request. The approval or denial of vacation requests shall be based upon operational needs and other factors related to legitimate business needs. A vacation request once approved cannot be rescinded absent a written request and corresponding written approval of the Engineer or Operations manager. A vacation request for a full day or more must receive approval from the Engineer or the Operations Manager at least as many days in advance as the length of the vacation. Approval of vacation time of less than a full working day will be left to the discretion of that employee's crew leader, except that a crew leader's approval of vacation of less than a full shift can be revoked based on the discretion of management. A Crew leader has no authority to approve a vacation request of one full shift or more.

D. Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employer's anniversary date but only with the written approval of the Engineer annually. Vacation credit in excess of three years or not approved annually by the Engineer will be eliminated.

ARTICLE 21 - INSURANCE BENEFITS

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit.

ARTICLE 22 - WAGES

A. During this agreement, pay adjustments shall be made in the percentage of additional wage appropriation, if any, granted by resolution of the Board of Commissioners. The increase, if any, will be paid with two-thirds of the percentage going to an across the board increase to hourly wage rates and one-third of the percentage being fully distributed based on merit considerations. The percentage of increase paid to bargaining unit members will be, on average, the same percentage of raises and/or bonuses given to non-bargaining unit employees of the Engineer during the term of this agreement and such increases shall be received at the same time.

B. Merit adjustments will remain a consideration based on evaluated performance improvement as determined in the discretion of the Engineer. Merit adjustments will be considered for wage rate adjustment in calendar year 2011. All employees, regardless of grade or current wage rate, will be eligible for merit adjustment. Such adjustments, if granted, will be effective in the first payroll of the 2011 calendar year. Merit increases, if any, shall be provided in increments determined at the discretion of the Engineer and shall, in total, equal the percentage of wage adjustment applicable to merit increases as set forth in paragraph A.

C. An employee may request pre-approval for education and training from the Engineer. The Engineer in his sole discretion may approve or deny such request. If approved by the Engineer, such request is subject to the Delaware County Tuition Assistance Policy, including any amendments to that Policy made during the term of this Agreement.

ARTICLE 23 - SCOPE AND SEVERABILITY

A. This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the

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relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

B. It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

C. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

ARTICLE 24 - DURATION

The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement, unless mutually agreed.

This Agreement is effective beginning July 1, 2010 through June 30, 2011.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**Commissioners' Committees Reports
(Refer To Cd Minutes For Entire Record)**

Commissioner Hanks

- Transfers Holding
- Job Site Resources Meeting With A Vacuum Company
- Meeting With Planned Communities On A 23 Project
- Meeting With Concord Community Authority

Commissioner O'Brien

- Attended The July 4 Festivities In Sunbury

Commissioner Thompson

- Feels In General, Delaware County Honors The Country And Its Veterans Very Well
- Board Of Revision Meetings

RESOLUTION NO. 10-887

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE HARDIN #267 WATERSHED AREA DITCH PETITION FILED BY CATHY EGGLESTON AND OTHERS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to open the hearing at 7:30PM.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-888

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 6, 2010**

RESOLUTION NO. 10-889**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE HARDIN #267 WATERSHED AREA DITCH PETITION FILED BY CATHY EGGLESTON AND OTHERS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to close the hearing at 8:20PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-890**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE HARDIN #267 WATERSHED AREA DITCH PETITION FILED BY CATHY EGGLESTON AND OTHERS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, on January 28, 2010, a Ditch Petition to The Hardin #267 Watershed Area Ditch was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday April 26, 2010, conducted a view of the proposed improvements; and

Whereas, the Board on Tuesday the 6th day of July, 2010, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Hardin #267 Watershed Area Ditch Petition; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Hardin #267 Watershed Area Ditch Petition. The Board hereby fixes July 6, 2012 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE HARDIN #267 WATERSHED AREA DITCH PROJECT 40311435.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 10-891**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners