

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 19, 2012

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

RESOLUTION NO. 12-55

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 12, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 12, 2012; 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. Stapleton    Aye        Mr. O'Brien        Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-56

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0118 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0118:

It was moved by Mr. Stapleton, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0118 and memo transfers in batch numbers MTAPR0118 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1201526	VILLAGE OF OSTRANDER	SIDEWALK IMPROVEMENT ENGINEER COST	23111709 - 5365	\$12,000.00	0001
R1201905	CHEMSEARCH	OIL FOR EQUIPMENT - PREVENTIVE MAINTENANCE	66211903 - 5201	\$3,500.00	0001
R1201905	CHEMSEARCH	OIL FOR EQUIPMENT - PREVENTIVE MAINTENANCE	66211904 - 5201	\$3,500.00	0002
R1201909	COMMISSIONERS	DECEMBER 2012	66211901 - 5380	\$230,000.00	0001
R1201912	CRAUN LIEBING CO INC	EQUIPMENT PARTS - OECC	66211903 - 5201	\$2,000.00	0001
R1201912	CRAUN LIEBING CO INC	EQUIPMENT PARTS - ALUM CREEK	66211904 - 5201	\$10,000.00	0002
R1201916	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - OECC	66211903 - 5380	\$60,000.00	0001
R1201916	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - ALUM CREEK	66211904 - 5380	\$175,000.00	0002
R1201916	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - TARTAN	66211906 - 5380	\$6,000.00	0003
R1201916	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - SCIOTO RESERVE	66211907 - 5380	\$6,000.00	0004
R1201922	CITY OF DUBLIN	REIMBURSEMENT TO DUBLIN FOR SEWER CHARGES	66211903 - 5319	\$140,000.00	0001
R1201926	EDG INC	SCADA REPAIRS - OECC	66211903 - 5328	\$5,000.00	0001

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R1201926	EDG INC	SCADA REPAIRS - ALUM CREEK	66211904 - 5328	\$2,500.00	0002
R1201931	FACILITIES	VEHICLE FUEL AND PARTS	66211901 - 5228	\$85,000.00	0001
R1201931	FACILITIES	VEHICLE REPAIRS	66211901 - 5328	\$10,000.00	0002
R1201933	FACILITIES	NEXTEL SERVICES	66211901 - 5330	\$12,000.00	0001
R1201933	FACILITIES	REPLACEMENT PHONES	66211901 - 5250	\$1,000.00	0002
R1201967	INFILCO	OPERATING SUPPLIES - UV	66211903 - 5201	\$3,500.00	0001
R1201967	DEGREMONT INC	BALLAST - OECC			
R1201967	INFILCO	OPERATING SUPPLIES - UV	66211904 - 5201	\$10,000.00	0002
	DEGREMONT INC	BALLAST - ALUM CREEK			
R1201967	INFILCO	OPERATING SUPPLIES - UV	66211907 - 5201	\$3,000.00	0003
	DEGREMONT INC	BALLAST - SCIOTO RESERVE			
R1201972	JANTON CO	JANITORIAL SUPPLIES - OECC	66211903 - 5201	\$3,000.00	0001
R1201972	JANTON CO	JANITORIAL SUPPLIES - ALUM CREEK	66211904 - 5201	\$4,000.00	0002
R1201974	XYLEM WATER SOLUTIONS USA	GENERAL SUPPLIES AND PARTS - OECC	66211903 - 5201	\$15,000.00	0001
R1201974	XYLEM WATER SOLUTIONS USA	GENERAL SUPPLIES - ALUM CREEK	66211904 - 5201	\$10,000.00	0002
R1201977	KEMIRA WATER SOLUTIONS INC	FERRIC CHLORIDE - OECC	66211903 - 5290	\$20,000.00	0001
R1201980	K O K PRODUCTS INC	CALCIUM HYPOCHLORITE - OECC	66211903 - 5290	\$1,000.00	0001
R1201980	K O K PRODUCTS INC	CALCIUM HYPOCHLORITE - ALUM CREEK	66211904 - 5290	\$6,000.00	0002
R1201980	K O K PRODUCTS INC	CALCIUM HYPOCHLORITE - TARTAN	66211906 - 5290	\$1,000.00	0003
R1201980	K O K PRODUCTS INC	CALCIUM HYPOCHLORITE - SCIOTO RESERVE	66211907 - 5290	\$1,000.00	0004
R1201982	LOEB ELECTRIC CO	OPERATING SUPPLIES - OECC	66211903 - 5201	\$3,000.00	0001
R1201982	LOEB ELECTRIC CO	MINOR TOOLS AND EQUIPMENT - OECC	66211903 - 5250	\$250.00	0002
R1201982	LOEB ELECTRIC CO	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$5,000.00	0003
R1201982	LOEB ELECTRIC CO	MINOR TOOLS AND EQUIPMENT - ALUM CREEK	66211904 - 5250	\$250.00	0004
R1201987	MULTITRODE INC	SOFTWARE SUPPORT FOR SCADA SYSTEM - OECC	66211903 - 5320	\$4,250.00	0001
R1201987	MULTITRODE INC	APPROVED REPAIRS IF NEEDED - OECC	66211903 - 5328	\$1,000.00	0002
R1201987	MULTITRODE INC	SOFTWARE SUPPORT FOR SCADA SYSTEM - ALUM CREEK	66211904 - 5320	\$4,250.00	0003
R1201987	MULTITRODE INC	APPROVED REPAIRS IF NEEDED - ALUM CREEK	66211904 - 5328	\$1,000.00	0004
R1201988	DELAWARE AREA TRANSIT AGENCY	CLIENT TRANSPORTATION	22411601 - 5355	\$12,000.00	0001
R1201990	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT PARTS - OECC	66211903 - 5201	\$3,000.00	0001
R1201990	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT PARTS - ALUM CREEK	66211904 - 5201	\$3,000.00	0002
R1201991	MCNAUGHTON MCKAY INC	EQUIPMENT PARTS - OECC	66211903 - 5201	\$5,000.00	0001
R1201991	MCNAUGHTON MCKAY INC	PERSONAL PROTECTIVE EQUIPMENT - OECC	66211903 - 5225	\$1,000.00	0002
R1201991	MCNAUGHTON MCKAY INC	EQUIPMENT REPAIRS - OECC	66211903 - 5328	\$1,000.00	0003
R1201991	MCNAUGHTON MCKAY INC	EQUIPMENT PARTS - ALUM CREEK	66211904 - 5201	\$5,000.00	0004
R1201991	MCNAUGHTON MCKAY INC	PERSONAL PROTECTIVE EQUIPMENT - ALUM CREEK	66211904 - 5225	\$1,000.00	0005
R1201991	MCNAUGHTON MCKAY INC	EQUIPMENT REPAIRS - ALUM CREEK	66211904 - 5328	\$1,000.00	0006
R1201992	NORTH SOUTH TOWING INC	LARGE VEHICLE TOWING AND REPAIRS - ALUM	66211904 - 5328	\$5,000.00	0001

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		CREEK			
R1201992	NORTH SOUTH TOWING INC	LARGE VEHICLE TOWING AND REPAIRS - TARTAN	66211906 - 5328	\$1,000.00	0002
R1201992	NORTH SOUTH TOWING INC	LARGE VEHICLE TOWING AND REPAIRS - SCIOTO RESERVE	66211907 - 5328	\$1,000.00	0003
R1201995	NCL OF WISCONSIN INC	LAB SUPPLIES - OECC	66211903 - 5201	\$2,000.00	0001
R1201995	NCL OF WISCONSIN INC	LAB SUPPLIES - ALUM CREEK	66211904 - 5201	\$5,000.00	0002
R1202001	DELAWARE CAB CO INC	CLIENT TRANSPORTATION	22411601 - 5355	\$20,000.00	0001
R1202001	DELAWARE CAB CO INC	CLIENT TRANSPORTATION	22511607 - 5355	\$5,000.00	0002
R1202002	OHIO UTILITIES PROTECTION	ESTIMATED SAFETY CALLS	66211901 - 5301	\$12,000.00	0001
R1202005	OHIO CAT	GENERATOR REPAIRS - OECC	66211903 - 5328	\$11,000.00	0001
R1202005	OHIO CAT	GENERATOR REPAIRS - ALUM CREEK	66211904 - 5328	\$17,900.00	0002
R1202005	OHIO CAT	GENERATOR REPAIRS - TARTAN	66211906 - 5328	\$2,300.00	0003
R1202005	OHIO CAT	GENERATOR REPAIRS - SCIOTO RESERVE	66211907 - 5328	\$1,550.00	0004
R1202005	OHIO CAT	GENERATOR REPAIRS - NORTHSTAR	66211911 - 5328	\$1,500.00	0005
R1202010	PD PAYKOFF TRUCKING CO LLC	HAULING OF BIOSOLIDS - OECC	66211903 - 5380	\$38,000.00	0001
R1202010	PD PAYKOFF TRUCKING CO LLC	HAULING OF BIOSOLIDS - TARTAN	66211906 - 5380	\$6,000.00	0002
R1202010	PD PAYKOFF TRUCKING CO LLC	HAULING OF BIOSOLIDS - SCIOTO RESERVE	66211907 - 5380	\$6,000.00	0003
R1202013	POLYDYNE INC	CHEMICAL - POLYMER	66211903 - 5290	\$60,000.00	0001
R1202013	POLYDYNE INC	CHEMICAL - POLYMER	66211904 - 5290	\$30,000.00	0002
R1202016	REPUBLIC WASTE SERVICES INC	TRASH PICK UP - OECC	66211903 - 5338	\$5,000.00	0001
R1202016	REPUBLIC WASTE SERVICES INC	TRASH PICK UP - ALUM CREEK	66211904 - 5338	\$3,000.00	0002
R1202025	SAFETY SOLUTIONS INC	PROTECTIVE EQUIPMENT - REGIONAL SEWER DISTRICT	66211901 - 5225	\$10,000.00	0001
R1202025	SAFETY SOLUTIONS INC	OPERATING SUPPLIES - OECC	66211903 - 5201	\$100.00	0002
R1202025	SAFETY SOLUTIONS INC	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$100.00	0003
R1202025	SAFETY SOLUTIONS INC	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$100.00	0004
R1202025	SAFETY SOLUTIONS INC	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$100.00	0005
R1202025	SAFETY SOLUTIONS INC	OPERATING SUPPLIES - HOOVERWOODS	66211910 - 5201	\$100.00	0006
R1202028	DELAWARE AREA CAREER CENTER	WORK READINESS	22311611 - 5348	\$88,919.00	0001
R1202030	SIEMENS INDUSTRY INC	BIOXIDE - OECC	66211903 - 5290	\$85,000.00	0001
R1202030	SIEMENS INDUSTRY INC	BIOXIDE - ALUM CREEK	66211904 - 5290	\$125,000.00	0002
R1202030	SIEMENS INDUSTRY INC	BIOXIDE - TARTAN	66211906 - 5290	\$10,000.00	0003
R1202030	SIEMENS INDUSTRY INC	BIOXIDE - SCIOTO RESERVE	66211907 - 5290	\$7,500.00	0004
R1202030	SIEMENS INDUSTRY INC	BIOXIDE - NORTHSTAR	66211911 - 5290	\$6,000.00	0005
R1202032	DELAWARE AREA CAREER CENTER	ABLE	22411601 - 5348	\$20,820.00	0001
R1202038	TW TELECOM	PHONE AND INTERNET SERVICE TO OECC	66211903 - 5330	\$5,500.00	0001
R1202038	TW TELECOM	PHONE AND INTERNET SERVICE - ALUM CREEK	66211904 - 5330	\$5,500.00	0002
R1202048	VERITY ENTERPRISES	ON THE JOB TRAINING	22311611 - 5305	\$8,000.00	0001
R1202049	TRACTOR SUPPLY COMPANY	PROTECTIVE EQUIPMENT - REGIONAL SEWER DISTRICT	66211901 - 5225	\$2,500.00	0001

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R1202049	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - OECC	66211903 - 5201	\$800.00	0002
R1202049	TRACTOR SUPPLY COMPANY	MINOR TOOLS & EQUIPMENT - OECC	66211903 - 5250	\$500.00	0003
R1202049	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$1,500.00	0004
R1202049	TRACTOR SUPPLY COMPANY	MINOR TOOLS & EQUIPMENT - ALUM CREEK	66211904 - 5250	\$500.00	0005
R1202049	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$250.00	0006
R1202049	TRACTOR SUPPLY COMPANY	MINOR TOOLS & EQUIPMENT - BENTTREE	66211908 - 5250	\$250.00	0007
R1202049	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$250.00	0008
R1202049	TRACTOR SUPPLY COMPANY	MINOR TOOLS & EQUIPMENT - HOOVERWOODS	66211909 - 5250	\$250.00	0009
R1202049	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$200.00	0010
R1202049	TRACTOR SUPPLY COMPANY	MINOR TOOLS & EQUIPMENT - NORTHSTAR	66211911 - 5250	\$200.00	0011
R1202057	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - OECC	66211903 - 5316	\$5,200.00	0001
R1202057	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - ALUM CREEK	66211904 - 5316	\$5,200.00	0002
R1202057	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - HOOVERWOODS	66211909 - 5316	\$200.00	0003
R1202057	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - SCIOTO HILLS	66211910 - 5316	\$200.00	0004
R1202057	TREASURER,STATE OF OHIO	SLUDGE FEE - OECC	66211903 - 5316	\$1,600.00	0005
R1202057	TREASURER,STATE OF OHIO	SLUDGE FEE - ALUM CREEK	66211904 - 5316	\$2,700.00	0006
R1202057	TREASURER,STATE OF OHIO	SLUDGE FEE - SCIOTO HILLS	66211910 - 5316	\$100.00	0007
R1202057	TREASURER,STATE OF OHIO	SLUDGE FEE - HOOVERWOODS	66211909 - 5316	\$100.00	0008
R1202065	USA BLUEBOOK	OPERATING SUPPLIES - OECC	66211903 - 5201	\$2,500.00	0001
R1202065	USA BLUEBOOK	MINOR TOOLS AND EQUIPMENT - OECC	66211903 - 5250	\$1,000.00	0002
R1202065	USA BLUEBOOK	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$2,500.00	0003
R1202065	USA BLUEBOOK	MINOR TOOLS AND EQUIPMENT - ALUM CREEK	66211904 - 5250	\$1,000.00	0004
R1202065	USA BLUEBOOK	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$500.00	0005
R1202065	USA BLUEBOOK	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$500.00	0006
R1202065	USA BLUEBOOK	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$300.00	0007
R1202065	USA BLUEBOOK	CHEMICALS FOR BENTTREE	66211908 - 5290	\$1,000.00	0008
R1202065	USA BLUEBOOK	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$300.00	0009
R1202065	USA BLUEBOOK	OPERATING SUPPLIES - SCIOTO HILLS	66211910 - 5201	\$300.00	0010
R1202065	USA BLUEBOOK	OPERATING SUPPLIES - NORTHSTAR	66211910 - 5201	\$300.00	0011
R1202081	HEALTH DEPARTMENT	HELP ME GROW PART C	70161602 - 5348	\$95,000.00	0001
R1202081	HEALTH DEPARTMENT	HELP ME GROW GRF VISITING	70161606 - 5348	\$76,000.00	0002
R1202081	HEALTH DEPARTMENT	HELP ME GROW GRF	70161606 - 5348	\$25,000.00	0003
R1202093	ADRIEL SCHOOL INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$61,000.00	0001
R1202095	SAFY INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$15,000.00	0001
R1202096	YOUTH ADVOCATE SERVICES	RESIDENTIAL TREATMENT	22511607 - 5342	\$20,000.00	0001
R1202097	HOUSE OF NEW HOPE INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$51,000.00	0001

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R1202098	KIDS COUNT TOO INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$16,000.00	0001
R1202099	SOJOURNERS CARE NETWORK	RESIDENTIAL TREATMENT	22511607 - 5342	\$25,000.00	0001
R1202100	VILLAGE NETWORK,THE	RESIDENTIAL TREATMENT	22511607 - 5342	\$137,000.00	0001
R1202101	BUCKEYE RANCH	RESIDENTIAL TREATMENT	22511607 - 5342	\$75,000.00	0001
R1202123	BALDWIN,DAVID A	BOARD AND CARE	22511607 - 5350	\$6,000.00	0001
R1202124	GLADMAN,DANIEL	BOARD AND CARE	22511607 - 5350	\$18,000.00	0001
R1202125	NETTO,MARCEL	BOARD AND CARE	22511607 - 5350	\$6,000.00	0001
R1202126	ROBERSON,CORY	BOARD AND CARE	22511607 - 5350	\$6,000.00	0001
R1202127	SCHAMMA,PAT	BOARD AND CARE	22511607 - 5350	\$6,000.00	0001
R1202128	SMITH,ROBERT	BOARD AND CARE	22511607 - 5350	\$20,000.00	0001
R1202148	MID OHIO DEVELOPMENT EXCHANGE	MODE MEMBERSHIP 2012	21011113 - 5308	\$15,200.00	0001
R1202155	GALBO CONSULTING	WORK READINESS	22311611 - 5348	\$11,135.00	0001
R1202161	BOARD OF DEVELOPMENTAL DISABILITIES	LOCAL CLUSTER	22511607 - 5342	\$8,120.90	0001
R1202162	BOARD OF DEVELOPMENTAL DISABILITIES	DCBDD	22511607 - 5342	\$8,680.20	0001
R1202163	PPG INDUSTRIES INC	INCUMBENT WORKER TRAINING	22311611 - 5305	\$21,723.32	0001
R1202164	JOBS FOR OHIO GRADUATES	JOG	22311611 - 5348	\$80,941.71	0001
R1202165	SANDUSKY COUNTY JFS	COLLABOR8 PROFESSIONAL SVCS.	22411601 - 5301	\$9,594.10	0001
R1202165	SANDUSKY COUNTY JFS	MAINTENANCE	22411601 - 5320	\$1,372.75	0002
R1202167	DELAWARE AREA CAREER CENTER	DELAWARE JOB NETWORK ONE STOP	22311611 - 5348	\$23,105.00	0001
R1202176	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	10011303 - 5243	\$15,000.00	0001
R1202178	SCIOTO MECHANICAL SVCS INC	PLUMBING CONTRACT FOR EMS STATION #7 RENOVATION	10011303 - 5301	\$21,100.00	0001
R1202183	CITY OF DELAWARE	4TH QUARTER EMS RUNS	10011303 - 5345	\$143,091.86	0001
R1202184	HERITAGE PHARMACY	PHARMA MEDICAL SUPPLIES	10011303 - 5243	\$12,000.00	0001
R1202186	RRH LTD	LEASE & CAM FEES SIX MONTHS	10011303 - 5335	\$30,000.00	0001
R1202190	SCHILLING PROPANE SVS	PROPANE FOR MEDIC STATIONS	10011303 - 5338	\$10,000.00	0001
R1202201	NORTHWOODS CONSULTING PARTNERS INC	COMPUTER MAINTENANCE	22411605 - 5325	\$40,000.00	0001
R1202205	TREASURER,STATE OF OHIO	BCMh REIMBURSEMENTS	10011102 - 5319	\$300,000.00	0001
R1202213	PROSECUTORS	CSEA CONTRACT	10011102 - 5360	\$10,000.00	0001
R1202214	SHERIFFS OFFICE	CSEA CONTRACT	10011102 - 5360	\$30,000.00	0001
R1202215	JUVENILE COURT	CSEA CONTRACT	10011102 - 5360	\$60,000.00	0001
R1202223	BOARD OF DEVELOPMENTAL DISABILITIES	COUNTY HOME	10011501 - 5350	\$60,000.00	0001
R1202224	MAXIMUS CONSULTING SVCS INC	COST ALLOCATION PLAN	10011102 - 5301	\$11,000.00	0001
R1202227	TRIDENT GROUP LTD,THE	SECURITY SERVICES	10011102 - 5301	\$250,000.00	0001
R1202229	CCAO CEO	CCAO MEMBERSHIP	10011102 - 5308	\$8,860.00	0001
R1202231	CITY OF DELAWARE	40% SHARE MUNICIPAL COURT	10029203 - 5319	\$225,000.00	0001
R1202237	NEXTEL COMMUNICATIONS	EMS NEXTEL CHARGES	10011303 - 5330	\$6,000.00	0001
R1202242	ALLIED WASTE SERVICES INC	TRASH REMOVAL 2,3,4,5,8	10011303 - 5338	\$6,200.00	0001
R1202246	DELAWARE COUNTY FAIR	GRANT	10011102 - 5601	\$15,000.00	0001
R1202247	MORPC	MEMBERSHIP	10011102 - 5308	\$51,810.00	0001
R1202248	MAIN STREET DELAWARE INC	GRANT	10011102 - 5601	\$10,000.00	0001

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R1202260	DELAWARE COUNTY HISTORICAL SOCIETY	GRANT	10011102 - 5601	\$20,000.00	0001
R1202267	EMERGENCY MANAGEMENT AGENCY	EMA APPORTIONMENT	10011102 - 5345	\$32,215.00	0001
R1202270	TREASURER,STATE OF OHIO	STATE AUDIT	10011102 - 5301	\$80,000.00	0001
R1202272	TREASURER, DELAWARE COUNTY	REAL ESTATE TAXES WILLIS	10011102 - 5380	\$48,000.00	0001
R1202277	SOIL & WATER CONSERVATION DISTRICT	GRANT	10011102 - 5601	\$250,000.00	0001
R1202278	TREASURER, STARK COUNTY	5TH DISTRICT COURT OF APPEALS	10029202 - 5301	\$20,000.00	0001
R1202282	REGIONAL PLANNING	MEMBERSHIP	10011102 - 5308	\$171,676.00	0001
R1202285	NORTHWOODS CONSULTING PARTNERS INC	LICENSE	22411605 - 5316	\$6,240.00	0001
R1202285	NORTHWOODS CONSULTING PARTNERS INC	MAINTENANCE	22411605 - 5328	\$1,935.00	0002
R1202286	CITY OF DELAWARE	CITY PROSECUTOR	10029203 - 5360	\$150,000.00	0001
R1202288	OHIO STATE UNIVERSITY EXTENSION	GRANT	10011102 - 5601	\$242,000.00	0001
R1202294	GARLAND COMPANY INC	ROOF SNOW RETENTION STRIPS	40111402 - 5410	\$11,460.00	0001
R1202315	PNC	EMS DEPARTMENT PRO CARD	10011303-5200	\$4,000.00	0001
R1202315	PNC	EMS DEPARTMENT PRO CARD	10011303-5300	\$4,000.00	0002

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

RESOLUTION NO. 12-57

IN THE MATTER OF APPROVING AN ORANGE TOWNSHIP COMMUNITY REINVESTMENT AREA AGREEMENT WITH MENARD, INC.:

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

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as Orange Township Community Reinvestment Area #041-58618-01; and

WHEREAS, Delaware County Resolution 11-144 expressed the Board’s support for a proposed development project by Menard, Inc. (“Menard”) in Orange Township and contingent approval of an Orange Township Community Reinvestment Area Agreement with Menard; and

WHEREAS, Menard desires to construct a new 162,000 square foot home improvement store (hereinafter referred to as “Project”) within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Project will include subdividing a 68.303 acre parcel (PIN 31823001003001) into a 21 acre site to be the home of a Menards retail store, along with creating approximately nineteen planned commercial outparcels and a 5.5 acre planned industrial site; and

WHEREAS, the proposed tax incentive is designated for the 21 acre site to be the home of the Menards retail store and is proposed to financially offset the public road improvement costs; and

WHEREAS, the purpose of the Community Reinvestment Area Agreement will be to offer financial incentives to offset up to \$1,000,000 of the estimated \$5,300,000 in public road improvements that Menard must complete to make this a successful project; and

WHEREAS, in order to be eligible for the proposed tax incentive, the Project site required rezoning from farm residential to industrial or commercial; and

WHEREAS, the Orange Township Trustees approved the rezoning on December 19, 2011, and the rezoning became effective on January 19, 2012;

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

Section 1. The Board hereby approves the Orange Township Community Reinvestment Area Agreement with Menard as a benefit for the continued economic growth of Delaware County.

**ORANGE TOWNSHIP COMMUNITY REINVESTMENT AREA AGREEMENT**  
CRA #041-58618-01 – Menard, Inc.

This Agreement is made and entered into by and between the Delaware County Commissioners, on behalf of Delaware County, Ohio (“County”), with their main offices located at 101 North Sandusky Street, Delaware, Ohio 43015, and Menard, Inc. (“Menard”), a Wisconsin corporation, with their main offices located at 5101 Menard Drive, Eau Claire, WI 54703, and the Parties set forth the following recitals:

WHEREAS, the County has encouraged the development of real property and the acquisition of personal property located in the area designated as Orange Township Community Reinvestment Area #041-58618-01 (“CRA”); and

WHEREAS, Menard desires to construct a new 162,000 square foot home improvement store (hereinafter referred to as the “Project”) within the boundaries of the aforementioned CRA, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the purpose of this Agreement is to offer financial incentives to offset up to \$1,000,000 of the estimated \$5,300,000 in public road improvements that Menard must complete to make this a successful project; and

WHEREAS, Menard’s North American Industrial Classification System (NAICS) number is 444110; and

WHEREAS, the County, by Resolution No. 10-1050, adopted August 9, 2010, designated the CRA, pursuant to Chapter 3735 of the Revised Code; and

WHEREAS, effective September 23, 2010, the Director of Development of the State of Ohio determined that the aforementioned area designated in Resolution No. 10-1050 contains the characteristics set forth in section 3735.66 of the Revised Code and confirmed the area as Community Reinvestment Area #041-58618-01 under Chapter 3735; and

WHEREAS, the County is desirous of providing Menard with real property tax incentives available for the development of the Project in the CRA; and

WHEREAS, Menard will be creating new jobs at the Project site; and

WHEREAS, Menard has submitted a proposed agreement application (attached hereto as Exhibit A and, by this reference, fully incorporated herein) to the County (the “Application”); and

WHEREAS, the Tax Incentive Negotiating Committee for the CRA has investigated Menard’s Application and unanimously recommended approval on the basis that Menard is qualified by financial responsibility and experience to create and preserve employment opportunities in the CRA and improve the economic climate of Delaware County; and

WHEREAS, because the exemption recommended is less than fifty percent, this Agreement is not subject to approval by the Olentangy Local School District; and

WHEREAS, the Orange Township Trustees recommended approval in Orange Township Resolution 11-031 at their January 18, 2011, meeting;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties agree as follows:

1. Menard shall construct a 162,000 square foot home improvement store in Orange Township, within the CRA, at the following site:

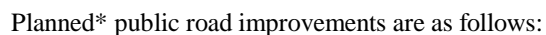
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Menards Project Site



The development will occur on sixty-eight acres of Parcel 31823001003001, as the same is known and designated on the Delaware County Auditor's revised list of parcels in Delaware County, Ohio. The development will include subdividing the larger parcel into a 21 acre site to be home of a Menards retail store, along with creating approximately nineteen planned commercial outparcels and a 5.5 acre planned industrial site. This abatement is designated for, and specifically limited to, the 21 acre site to be the home of the Menards Project, and the purpose of the abatement is to financially offset the infrastructure costs.

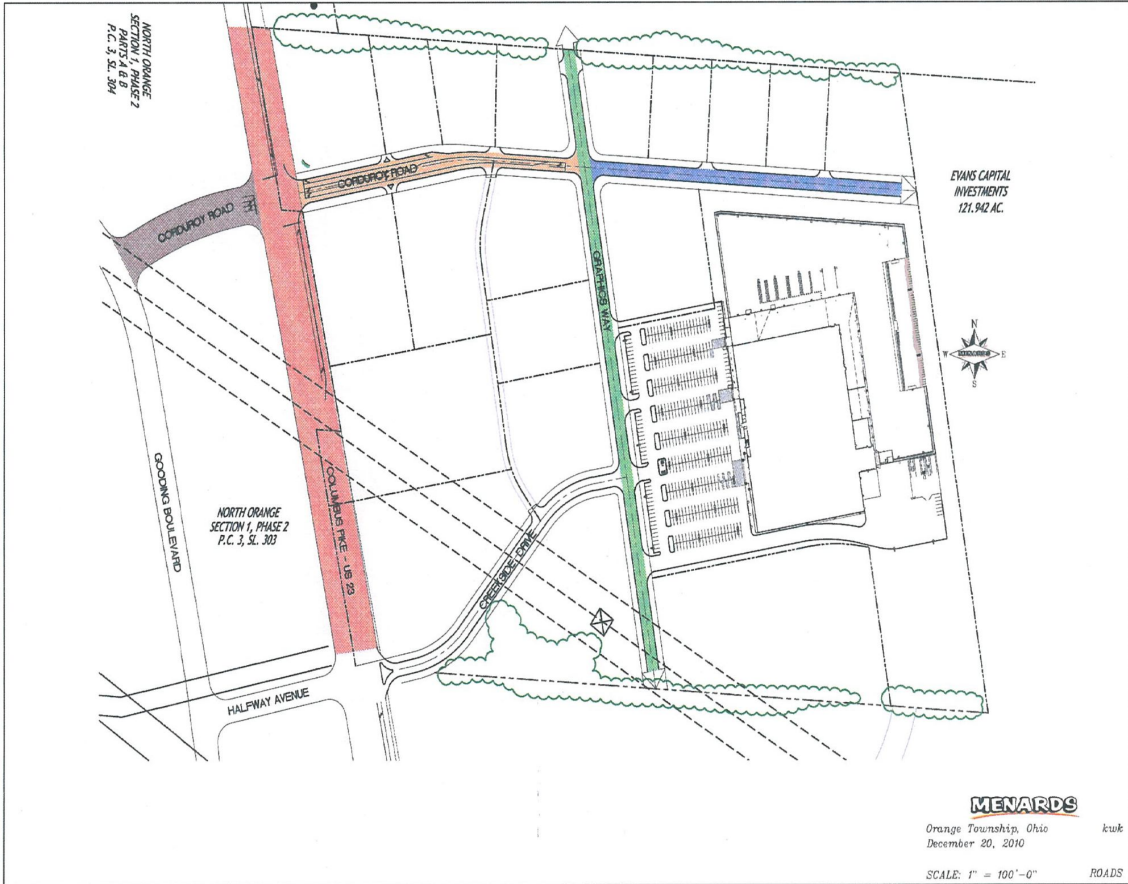




TOTAL:	\$5,300,000
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\*Estimates are from preliminary site plans and cost estimates provided by Floyd Browne Group. Estimates assume that the improvements are not subject to prevailing wage requirements. Plans for the improvements have not been approved and are subject to change.

Overall Public Infrastructure Improvements  
Associated with the Project



The Project shall commence on or after January 1, 2012, and all acquisition, construction, and installation shall be completed by December 31, 2014. Any changes to the commencement or completion dates may only be made by written amendment of this Agreement.

2. Job Creation: Menard shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, the equivalent of:
- 50 new full-time permanent job opportunities
- 80 new part-time permanent job opportunities = 40 FTE
- 0 new full-time temporary job opportunities
- 0 new part-time temporary job opportunities.
- =
- 90 new full-time equivalent (FTE) jobs.

No employees are currently located at this site. In total, Menard has approximately 1000 full-time permanent employees, 1250 part-time permanent employees, Zero full-time temporary employees, and Zero part-time temporary employees in the State of Ohio.

1 FTE = 37.5 hours per week or 2 part time employees working 37.5 total hours per week = 1 FTE

New Job Creation Period	New FTE Employment Level	Retain	Total FTE Employment
By December 31, 2014	+80 (Year 1)		80
By December 31, 2015	+9 (Year 2)		89
By December 31, 2016	+1 (Year 3)		90

The creation of 90 FTE jobs shall result in at least TWO MILLION DOLLARS (\$2,000,000) in annual payroll generated at the Project site by December 31, 2016.

The following is a payroll itemization by the type of new jobs created:

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\$1,500,000	new full-time permanent
\$0	new full-time temporary
\$500,000	new part-time permanent
\$0	new part-time temporary
=	
\$2,000,000	new job payroll

3. During the life of this Agreement, Menard shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the applicant’s compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

ADDITIONAL REQUIREMENTS:

- a. During the life of this Agreement, Menard shall maintain a corporate membership in a Delaware County chamber of commerce or business association.
- b. Menard shall contact the Superintendent, Delaware Area Career Center, 4565 Columbus Pike, Delaware, OH 43015, 740.548.0708, for information on adult education and training services.
4. The County hereby grants Menard a tax exemption for real property improvements made to the Project site, pursuant to section 3735.67 of the Revised Code, in the following amounts:

Real Property	EXISTING baseline	NEW INVESTMENT
Land	\$1,994,900; 68.303 Acres (2009 Auditor Market Value)	\$3,415,150 (estimated purchase price at \$50,000/acre)
Building	\$0	\$7,500,000
Building Acquisition	\$0	\$0
Terms		50%/yr exemption for 10 years on Building
Total Investment	\$1,994,900	\$10,915,150

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	50%
Year 5	50%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

The following table shows new and abated taxes on a \$7.5 million building, plus the increased taxes on commercial land. Please see the attached tax analysis for more information.

				Delaware	Menards Abatement
Delaware County	5.050000	6.99%		\$92,022	\$67,077
	0.000000	0.00%		\$0	\$0
		72.81			
Olentangy LSD	52.562079	%		\$957,797	\$698,156
Preservation Park	0.600000	0.83%		\$10,933	\$7,970
Delaware Area Career	2.357936	3.27%		\$42,967	\$31,319
Delaware Co Library	1.000000	1.39%		\$18,222	\$13,283
	0.000000	0.00%		\$0	\$0
		11.82			
Orange Township	8.533050	%		\$155,491	\$113,340
Delaware County Health Dept	0.647999	0.90%		\$11,808	\$8,607
Delaware Morrow Mental Health	1.000000	1.39%		\$18,222	\$13,283
Delaware 911	0.443430	0.61%		\$8,080	\$5,890

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	Tax Year 2010/ Based on: Collection 2011			
TOTAL	72.194494	100%	\$1,315,543	\$958,923

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2014, nor extend beyond 2025. Said exemption shall be based on the increase on the assessed value of real property attributed to the real property improvements at the Project site. Menard must file the appropriate tax forms (DTE 24) with the County.

The exemption granted herein shall terminate immediately upon Menard, either solely or in conjunction with its successor in interest, realizing an actual total exemption under this Agreement of One Million Dollars (\$1,000,000), as determined by the Delaware County Auditor, who shall provide to Menard and the Board of County Commissioners a written annual report, on or before the thirty-first day of January in each year this Agreement remains in effect, demonstrating the amount of the exemption as of the date of the report. In the event the scheduled exemption term expires and the actual total exemption realized under this Agreement is less than One Million Dollars (\$1,000,000), the exemption shall terminate in accordance with the scheduled exemption term. The exemption termination provisions stated in this paragraph shall be effective notwithstanding any other term of this Agreement and shall govern in the event of a conflict therewith.

5. Menard shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars (\$500); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars (\$2,500).

The fee shall be made payable to Delaware County once per year for each year the agreement is effective by December 31. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.672 of the Revised Code and by the Tax Incentive Review Council created under section 5709.85 of Revised Code exclusively for the purposes of performing the duties prescribed under that section.

6. Menard shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Menard fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the County revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Menard materially fails to fulfill their obligations under this agreement and the County terminates or modifies the exemptions from taxation granted under this agreement.

9. If Menard materially fails to fulfill their obligations under this agreement, or if the County determines that the certification as to delinquent taxes required by this agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment by Menard of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. The County may secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

10. Menard hereby certifies that at the time this agreement is executed, Menard does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Menard is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, Menard currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Menard. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. Menard affirmatively covenants that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a tribunal of this or any other state.

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12. Menard and the County acknowledge that this agreement must be approved by formal action of the legislative authority of Delaware County as a condition for the agreement to take effect. This agreement takes effect upon such approval.

13. The County has developed a policy to ensure recipients of CRA tax benefits practice non-discrimination and equal opportunity employment. By executing this agreement, Menard certifies that it shall engage in non-discriminatory hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Menard, any successor thereto, or any related member (as those terms are defined in division (E) of section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under division (E) of section 3735.671 or section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

15. Menard affirmatively covenants that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Community Reinvestment Area incentives. If any representative of Menard has knowingly made a false statement to the State or local political subdivision to obtain the CRA incentives, then the party making such representation shall be required to immediately return all benefits received under this Agreement, pursuant to section 9.66(C)(2) of the Revised Code and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to section 9.66(C)(1) of the Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to section 2921.13(D)(1) of the Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This Agreement constitutes the entire final agreement between the Parties, shall supersede any prior or contemporaneous agreements, whether written or oral, and shall be deemed to have been drafted by both Parties. This agreement is not transferable or assignable without the express, written approval of the County. This agreement may only be modified by written amendment between the Parties.

Section 2. Upon approval of the Agreement, final execution of the Agreement shall be completed at a time convenient to both Parties thereto, taking into consideration that time is of the essence.

Section 3. The Board hereby directs the Clerk of the Board to forward a copy of the Agreement to the Director of the Ohio Department of Development within fifteen (15) days after the Agreement is entered into as provided in Section 2 of this Resolution. The Board further directs the Clerk of the Board to cause the Agreement to be recorded in the Delaware County Recorder's Office.

Section 4. This Resolution shall take effect immediately upon passage.

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

**RESOLUTION NO. 12-58**

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF A BARGAINING UNIT AGREEMENT AND ONE ACCOMPANYING MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE BOARD OF COUNTY COMMISSIONERS AND THE INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS (IAEP), LOCAL R7-11, NAGE-SEIU:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to authorize the following:

WHEREAS, the bargaining unit members of the Emergency Medical Services Division are represented by the International Association of EMS's and Paramedics, Local R7-11; and,

WHEREAS, there exists a negotiated agreement between the bargaining unit and the employer that has expired; and,

WHEREAS, the bargaining unit and the employer engaged in negotiations for a successor agreement; and,

WHEREAS, an good faith agreement was reached between the bargaining unit and the employer, and

WHEREAS, the Director of Emergency Medical Services recommends the agreement and the memorandum;

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Delaware County, State of Ohio, hereby approves the agreement and memorandum that shall be effective from January 1, 2012 through October 31, 2014.

(Copy of agreement and memorandum available for review in the Commissioners' Office until no longer of



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administrative value).

AGREEMENT  
BETWEEN  
DELAWARE COUNTY EMERGENCY MEDICAL SERVICES  
AND  
INTERNATIONAL ASSOCIATION OF EMTs  
AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU  
EFFECTIVE  
JANUARY 1, 2012  
THROUGH  
OCTOBER 31, 2014

ARTICLE 1 – PREAMBLE AND DEFINITIONS

Section 1.1 – Preamble.

This is an Agreement between the Delaware County Board of Commissioners (referred to as “Employer” or “County” or “Department”), and the International Association of EMTs and Paramedics, Local R7-11, NAGE-SEIU, (“IAEP” or “Union”), collectively referred to as “the Parties,” to establish 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 subjects. The responsibility of the Commissioners with regard to this Agreement is limited to their authority as established by the laws of the State of Ohio.

Section 1.2 – Definitions.

- “Bargaining Unit Seniority” (also sometimes referred to as “time in service”) shall mean the uninterrupted service time in any classification in the bargaining unit.
- “Classification Seniority” (also sometimes referred to as “time in grade”) shall mean the time an employee has as a full-time employee in:
  - a. Classification of EMT-Intermediate; or
  - b. Classification of EMT-Paramedic; or time worked in any classification not in the bargaining unit or as a part-time employee shall not count toward “Classification Seniority.”
- “County” Delaware County.
- “Days” Calendar day unless specified otherwise.
- “Director” Director of Emergency Medical Services, who is also the Chief Officer of the Department. Director will also mean those who are authorized on his behalf, i.e., “designee”.
- “Employee” Those individuals employed in the classifications included in the bargaining unit described in Article 2.
- “Grievance” A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of this Agreement.
- “Grievant” "Grievant" means an employee or the IAEP.
- “S.O.G.”The Department “Standard Operating Guidelines.”
- “Shift” or “Tour of Duty” or “Work Day” or “Tour” The 24 hour or other period an employee is assigned to work.

ARTICLE 2 - RECOGNITION

Section 2.1 – Representatives.

The County hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining unit described in Section 2.2 of this Article on matters related to wages, hours, and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision in this Agreement, and the resolution of grievances arising under this Agreement.

Section 2.2 - Bargaining Unit.

The bargaining unit shall be all full-time employees in the following classifications: EMT-Intermediates, Paramedics and Lieutenants. The bargaining unit shall not include supervisors, managers, professional or confidential employees, casual or seasonal employees, and others excluded by Ohio Revised Code Chapter 4117.

Section 2.3 - New Classifications.

In the event that a new classification is created and the parties disagree as to whether such position should be included or excluded from the bargaining unit, the dispute shall be submitted to the State Employment Relations Board.

Section 2.4 - Meetings.

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 without cause. Employees shall only be permitted to attend such meetings “on-duty” with prior approval of the Director or his designee.

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**Section 2.5 - Temporary Transfer.**

If an employee is temporarily transferred or re-assigned (for less than six (6) months) to a position outside of the bargaining unit, the employee shall remain a member of the bargaining unit. However, the County may modify the temporarily transferred or re-assigned employee's terms and conditions of employment during the period of the transfer or re-assignment consistent with the terms and conditions of employment of those employees who are employed in a position similar to that into which the temporarily transferred employee has been placed.

**ARTICLE 3 - MANAGEMENT RIGHTS**

**Section 3.1 - Management Responsibilities.**

Except as specifically abridged, delegated, granted or modified by a specific and express written terms or provisions of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time re-determine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and 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; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement County and Department work rules and policies, and/or standard operating guidelines for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the overall mission of the Employer's office as a governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

**Section 3.2 - Exercise of Rights.**

The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. 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 III without prior negotiation with or agreement of the Union.

**Section 3.3 - Contracting Out.**

The Employer agrees that contracting work, which will result in a reduction of the bargaining unit by termination or layoff, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

**Section 3.4 - Drug/Alcohol Testing.**

The Employer expressly retains the right to test the employees for drugs and alcohol, consistent with state and federal law.

**ARTICLE 4 - NO STRIKE / NO LOCKOUT**

**Section 4.1 - No Strike.**

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 covered by this Agreement 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 person's affecting the work of such employees.

Any employee 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 4.1 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 termination and/or any actions provided for in Ohio Revised Code Chapter 4117.

**Section 4.2 - Lockout.**

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

**ARTICLE 5 - NON-DISCRIMINATION**

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**Section 5.1 – Nondiscrimination**

The County agrees not to discriminate against the employees with respect to their terms and conditions of employment and matters of discipline because of an employee's race, color, national origin, religion, sex, ancestry, political activity which is not prohibited or limited by O.R.C. Chapter 124, union activity, or because he is in a protected age group defined by federal law.

**Section 5.2 - Employee Rights.**

Employees have the right to refrain from forming, joining, assisting, or participating in union activity, or to engage in any such activity.

**Section 5.3 - Gender.**

Any reference to the male gender in this Agreement shall be equally applicable to females.

**Section 5.4 – Compliance with ADA.**

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. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services providers and agreed to by the Employer and the employees are not subject to the grievance procedure or other legal challenge.

**ARTICLE 6 – UNION DUES DEDUCTION**

**Section 6.1 - Written Authorizations.**

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

**Section 6.2 –Notice.**

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 dues to be deducted. Dues deductions shall only be made for a pay period when actual wages are earned. If union dues are owed for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the Auditor to deduct such dues out of future paychecks only upon the express written direction of the Union.

**Section 6.3 - Remittance to Union.**

The Employer shall instruct the Auditor to deduct the dues from each payroll check. Dues deducted pursuant to this Article shall be remitted to the Union within a reasonable amount of time but in no case later than thirty (30) days from the deduction. Any alleged error in dues deduction must be submitted in writing no later than the calendar month following the alleged error or will be deemed waived.

**Section 6.4 - Revocation.**

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

**Section 6.5 - Save and Hold Harmless.**

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

**ARTICLE 7 - PROBATION**

**Section 7.1 - New Employees/Transfers.**

Newly hired employees, employees transferred into the bargaining unit, and employees appointed from the classification of EMT-Intermediate to Paramedic, must complete a probationary period of three hundred sixty-five (365) days. Employees appointed to the classification of Lieutenant must complete a probationary period of one hundred eighty (180) days. The Employer shall have the sole discretion to evaluate the performance of the employee during the probationary period.

All provisions of this Agreement shall apply to new employees in their initial probationary period, or transfer from a non-bargaining unit position, including any extensions of the probationary period, except new and transfer employees may be disciplined, including termination, suspension, etc., and the discipline will not be grievable nor may it be submitted to arbitration by either the employee or the Union.

By mutual agreement, a probationary period may be extended for a period of up to one hundred eighty (180) days for new and transfer employees and employees appointed to the classification of paramedic.



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**Section 7.2 – Discharge/Termination, Transfer Out.**

Probationary employees may be terminated or transferred back out of the bargaining unit (full-time to part-time), or returned to their former classification (Lieutenant to full-time Paramedic), as appropriate, 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 the Agreement or under civil service laws, or otherwise subject to challenge.

**ARTICLE 8 - CORRECTIVE ACTION**

**Section 8.1 - Discipline for Cause.**

Employees may be disciplined or terminated for cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Employees may also be disciplined or terminated for any violation of the Employer's current rules or policies or SOGs or rules or policies or SOGs hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement. Nothing in this Article precludes the right of the Employer to terminate or transfer an employee under the provisions of Article 7 - Probation.

**Section 8.2 - Punctuality.**

Employees shall be present, in uniform, and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

**Section 8.3 - Absence Without Leave.**

An employee who is absent for a scheduled work day without leave is subject to the disciplinary policy, beginning with a written reprimand. Three days of unauthorized absences in a two-year period may be cause for termination, regardless of prior discipline.

**Section 8.4 - Failure to Return from Leave & Inappropriate Use of Leave.**

Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including termination, in accordance with the regular policy on absences without leave. If the Director or his designee, determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, he may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including termination.

**Section 8.5 - Forms of Discipline.**

Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) working suspension; (4) suspension without pay; (5) forfeiture of earned leave; (6) demotion, reduction in position and/or reduction in pay; (7) termination, or (8) other discipline appropriate to the infraction. If discipline is issued, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline. Counseling, evaluations, and performance improvement plans are not deemed or to be considered as discipline.

**Section 8.6 –Discipline.**

For minor infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling and/or a reprimand will normally precede working suspensions, suspension without pay, reduction in pay, forfeiture of leave, and/or rank, termination, or other discipline appropriate to the infraction. The commission of multiple minor offenses, whether similar or dissimilar in nature, will result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation.

Certain offenses are serious enough to warrant more severe discipline up to and including immediate discharge/termination without regard to previous reprimands or discipline. To this end, the Board of Commissioners and/or the Director reserves the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension with or without pay, a demotion including a reduction in pay and/or rank, or termination, the County may place a member on administrative leave with pay pending a determination on final disciplinary action, if any.

**Section 8.7 - Predisciplinary Process.**

Before imposing a reduction in pay, demotion, suspension or removal, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his/her behavior. The employee has the right to be accompanied at the conference by one representative of the employee's own choosing. The conference will be scheduled as promptly as possible by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference.

If it is determined that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Employer may suspend the employee without pay for up to three days following a preliminary due process hearing and while pending the conference provided for in this Section to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and benefits for the period of

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suspension without pay.

**Section 8.8 - Rules of Conduct.**

The Director may issue or modify work rules for employees. The County policies and rules for conduct of County employees apply to employees of this Department. Certain offenses are serious enough to warrant immediate termination without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the County or the public;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel or the uttering of threatening or abusive language to management or to the public;
- d. Intoxication, working under the influence or the use of alcohol or an illegal controlled substance while on duty, improper use or possession of illegal controlled substances, or conviction for the sale of any illegal controlled substance at any time, on or off-duty;
- e. Falsification of any County records or employment records;
- f. Physical Violence.
- g. Criminal Convictions: however, pending criminal charges shall not limit the ability of the Employer to discipline the employee for the underlying circumstances or other violations of work rules, policies, and standards of the SOGs.;
- h. Harassment;
- i. Loss of driver's license or otherwise deemed uninsurable by the County's insurance carrier;

**Section 8.9 - Supersede Civil Service Law, Exclusive Remedy.**

Ohio Revised Code Section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 3, except employees terminated under Article 7 - Probation, who shall not have any right to appeal a probationary termination.

**Section 8.10 - Discipline Records.**

A copy of any record of disciplinary action, which has been placed in the employee's file, shall be provided to the employee at the time of placement. In the event that there is no intervening discipline issued to the employee, the following shall apply:

- a. Documented oral reprimands will cease to have force and effect after twelve months;
- b. Written warnings will cease to have force and effect after twelve months;
- c. Records of suspensions will cease to have force and effect after twenty-four months.

Once discipline has ceased to have force and effect, the original copy of the action will be placed in a "dead file" and kept on record with the Employer as required by the Ohio Revised Code.

**Section 8.11 – Maintenance of Certifications and Licenses.**

As a condition of continued employment with the County, each member shall obtain, possess and maintain the minimum qualifications established for the member's position, which qualifications for all members currently include, but are not limited to, the following:

- A. Certification as a State of Ohio Emergency Medical Technician.
- B. Certification in Basic Life Support for Healthcare Providers
- C. Any member who is certified as a State of Ohio Emergency Medical Technician – Paramedics shall maintain uninterrupted certification as a Paramedic.
- D. A current and valid State of Ohio Driver's License.
- E. Maintain insurability under all County automobile and/or liability insurance policy(ies).
- F. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time paramedics by federal or state law, rule or regulation, and/or the County's EMS Departmental Policies or EMS Patient Care Guidelines.

Notwithstanding anything to the contrary contained herein, there shall be no requirement that any member who is not currently a paramedic obtain certification as an Emergency Medical Technician Paramedic. This provision shall apply only to those employees who were, as of August 1, 2011, only EMT-Intermittent licensed and certified. Those employees who are EMT-Intermittent certified and grandfathered by this provision (i.e., not required to obtain EMT-Paramedic certification) must maintain all other certifications and licenses required by this Article and required by the Director and as outlined and provided for in this Article. This provision shall not apply to any

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new employees hired or transferred into the Department. All current employees as of August 1, 2011 and any new employees after that date must be and remain fully certified in all licenses and certifications listed above and as may be required by the Employer.

Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a member's State of Ohio EMT or EMT certification, Driver's License and insurability under the County plan, the County reserves the right to examine the certification, licensing status and driving record of a member, and the members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

**ARTICLE 9 - PERSONNEL FILES**

**Section 9.1 - Review of File.**

An employee shall be allowed the right of review of his or her personnel file and be entitled to the rights and protections of O.R.C. 1347.01, Personal Information Systems provisions.

**Section 9.2 - Written Statement.**

Should any employee have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Employer in writing of the alleged inaccuracy. The employee shall have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

**ARTICLE 10 - VACANCIES, ASSIGNMENTS, AND SCHEDULING**

**Section 10.1 Vacancy; Posting.**

A vacancy occurs when the Employer intends to fill an open (current or new) position and posts the position. The Employer is not required to fill any position posted pursuant to this Article. Any time a position is posted, the posted position shall be filled according to the listed criteria in Section 10.2 below.

**Section 10.2 - Procedure.**

The Employer will fill vacancies as follows:

**Posting.**

Except as provided below, the Director, or his designee, shall post the vacancy notice, naming the available job. The posting shall be for ten (10) calendar days. Interested candidates must submit a letter of intent to the Director or his designee by the end of the posting period.

**Selection.**

The Employer shall select the candidate he deems most qualified based on their job related experience, training, test results, and educational background needed to perform the duties of the posted job. After a list is posted, candidates may be removed from the list, without resort or recourse to the grievance procedure, for disqualifying conduct, including disciplinary action. With regard to Lieutenant positions, the Director or his designee, shall post a list, as needed. The list will expire after twelve (12) months unless the current list of candidates is exhausted.

**Section 10.3 - Crew Schedules.**

Crew schedules are established by the Director.

**Section 10.4 - Transfers and Assignments.**

The Director determines all transfers and assignments. When the Director determines to change an employee's duty days on a permanent basis, the Director shall provide the employee with thirty (30) calendar days notice.

**ARTICLE 11 - CONFORMITY TO LAW**

**Section 11.1 - Supersede.**

This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

**Section 11.2 - Conflict with New Laws.**

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**Section 11.3 - Reopen Contract.**

In the event that any portion of this Agreement is rendered invalid or unenforceable, the Employer and the IAEP will, at the request of either party, promptly enter into negotiations relative to the particular provisions deemed or rendered invalid or unenforceable. The remaining provisions of the Agreement will remain in effect.

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**ARTICLE 12 - LABOR RELATIONS MEETING**

**Section 12.1 - Purpose.**

In the interest of sound labor relations, the Director and/or his designee shall, unless mutually agreed otherwise, on a mutually agreeable day and time, meet with not more than three (3) officers of the Union to discuss those matters addressed below. Additional representatives may attend by mutual agreement.

**Section 12.2- Meetings and Agenda.**

At least five (5) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the agenda or release of the information concerning the labor relations committee's deliberations or recommendations without the advance notice of both the Union President and the Director or his designee. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
3. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. Consider and discuss health and safety matters relating to employees.

**Section 12.3 - Special Meetings.**

If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 12.4 – Non-bargaining.**

Labor-Relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Neither party is required to continue meeting after the third hour of a labor-relations meeting.

**ARTICLE 13 - STANDARD OPERATING GUIDELINES**

**Section 13.1 Union Notification.** The Director agrees that SOG's shall be provided to the IAEP in advance of their enforcement. (The duty to notify has no effect on the Director's authority to issue SOG's.) SOG's shall not violate this Agreement. The Union may request within seven (7) days of notice of new or revised SOGs to meet with the Employer in a Labor Relations Meeting to discuss new or revised SOGs.

**Section 13.2 Employee Notice, Posting.** Employees shall be notified of new or revised SOGs which notice may be through electronic means, e.g., County intranet. Employees will be responsible to read and acknowledge new or revised SOGs. The Employer will also post by electronic means the current collective bargaining agreement between the parties.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

**Section 14.1 - Intent and Purpose, Good Faith, Informal Resolution.**

The grievance procedure is specifically designed to deal with all alleged violations of this contract and it replaces any procedure provided by 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. Probationary terminations or removals are not grievable.

All employees are encouraged to informally discuss with their Captain grievances or concerns regarding the interpretation or application of the terms of this Agreement. Such discussions shall not delay or extend the timelines and requirements for filing grievances.

**Section 14.2 - Definitions.**

**a. Grievance:**

A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of this Agreement.

**b. Grievant:**

"Grievant" means an employee or the IAEP.

**c. Days:**

"Days" means calendar (not work) days.

**Section 14.3 - Representative.**

The grievant is entitled to IAEP representation at any step of the grievance procedure. The availability of the IAEP representative does not affect the running of the timelines at any step of the grievance procedure. An off-duty steward may meet with the grievant to discuss the grievance during the grievant's regular shift.

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**Section 14.4 - Time Limits.**

Any time limit imposed upon the handling of a grievance shall commence on the date of receipt. Time limits may be changed at any step of the grievance procedure by mutual agreement of the grievant and the Employer, which shall be confirmed in writing, which may include email communications.

The timelines imposed on the grievant are to be strictly construed unless the Director expressly extends the timelines in writing. If a grievant fails to meet a timeline, the grievance shall be dismissed. If no decision is rendered by the receiving Captain, Assistant Chief or Director within the applicable time requirements, the grievance shall proceed to the next successive grievance step. If a grievance is not timely pursued to the next step the grievance will be deemed withdrawn. (Note: this paragraph moved from Section 14.2a above.)

**Section 14.5 - Grievance Procedure.**

Step 1. The grievant must file a written grievance with his Captain within seven (7) days of the occurrence giving rise to the grievance. All written grievances, in order to be effective for consideration, shall contain the following: (1) the facts of the grievance; (2) the specific contract provision(s) alleged to be violated; (3) the remedy sought; and (4) the signature of the grievant.

The Captain has seven (7) days from the time the grievance is received from the grievant to reply to the grievant. If the Captain denies the grievance or fails to respond in a timely fashion, the grievant may proceed to Step 2 by submitting the grievance to the Director within seven (7) days after receiving the Captain's decision, or immediately after the seven (7) day period expires.

Step 2. This step begins at the time that the grievance is received by the Director. The Director, or his designee, may choose to meet with the IAEP representative or the grievant, or both, within seven (7) days of receiving written notification of the grievance, and shall submit a written decision to the grievant within seven (7) days.

**Section 14.6 - Arbitration**

Arbitration. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure and the Local President determines to proceed to arbitration, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Director by the IAEP, in writing, within fourteen (14) days from receipt of the Director's response or if the Director fails to respond within the time limits (set forth in Step 2) to the grievance. If the parties are unable to mutually select an arbitrator, the Union may request a list of arbitrators from FMCS, SERB, or AAA. Failing to mutually agree upon an arbitrator from the panel provided, the parties shall strike names alternately, with the parties' right to strike the first name to be determined by a flip of a coin. The parties may, upon mutual agreement, request that the arbitrator mediate the grievance. IF the parties are unable to mediate a resolution, the matter shall proceed to arbitration. All decisions reached by the arbitrator shall be final and binding on both parties. If the arbitrator denies the grievance, his fee and expenses will be paid by the IAEP. If the arbitrator grants the grievance, the County will pay the arbitrator's costs.

Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of this Agreement. His authority must be derived from the express, written provisions of this Agreement. The arbitrator cannot add to, amend or modify in whole or part any provision of this Agreement.

**ARTICLE 15 - SENIORITY**

**Section 15.1 - Probationary Period; Seniority Terminated.**

A probationary employee shall have no seniority until he satisfactorily completes the probationary period as a full time employee. An employee's seniority shall cease when one or more of the following occurs: (1) he resigns, (2) he is terminated for just cause, (3) he is laid off for a period exceeding twelve months, (4) he retires, (5) he refuses a recall or fails to report to work within five days from the date the Employee receives the recall notice.

**Section 15.2 - Station Transfers.**

For purposes of station transfers, classification seniority precedes bargaining unit seniority.

**Section 15.3 - Definitions of Seniority.**

"Classification Seniority" (also sometimes referred to as "time in grade") shall mean the time an employee has as a full-time employee in the following classifications:

- a. Classification of EMT-Intermediate; or
- b. Classification of EMT-Paramedic. or
- c. Classification of Lieutenant.

Time worked in any classification not in the bargaining unit or as a part-time employee shall not count toward "Classification Seniority."

"Bargaining Unit Seniority" (also sometimes referred to as "time in service") shall mean the uninterrupted service time in any classification in the bargaining unit.

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**ARTICLE 16 - LAYOFF AND RECALL**

**Section 16.1 – Layoffs.**

The County will follow the procedures in Ohio Civil Service law for layoffs except as modified in this Article. The County will notify the Union 30 days prior to the date of a layoff.

**Section 16.2 - Order of Layoff.**

Layoffs, or recalls after layoffs, will be determined by bargaining unit seniority. The least senior employee within each classification shall be laid off first and the most senior employee within each classification shall be recalled first. Employees with higher classifications who are laid off may displace less senior employees in successively lower classifications. Part-time employees within each classification shall be laid-off before any full-time employees in the affected classification. However, if the Director, using ordinary and reasonable discretion, determines that an employee whose seniority entitles him or her to be retained or recalled does not have the ability to perform the available work, the Director need not retain or recall the employee. The Director, in order to determine whether an employee has the ability to perform available work may utilize documentation submitted by the employee or order the employee to be evaluated by a physician, determined and paid by the County.

**Section 16.3 - Recall.**

If the Department fills part-time positions while full-time employees remain on layoff, the full-time employees on layoff will have the first opportunity for those part-time positions. Full-time employees electing or declining recall to available part-time positions will remain on the recall list for full-time positions for the duration of the recall period.

Recall rights shall exist for 365 days from the effective date of the layoff.

**Section 16.4 - Good Faith Discussions.**

Prior to the effective date of any layoffs, the Employer will offer the Union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through the labor relations meetings described in Article 12 of this Agreement.

**ARTICLE 17 - MISCELLANEOUS**

**Section 17.1 - Safe Working Conditions; Duty to Report.**

The Employer intends to furnish and maintain in satisfactory working condition, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, or avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the County.

**Section 17.2 - Bulletin Boards.**

The Employer agrees to provide either a bulletin board or bulletin board space for use by the Union. All union notices which appear on the bulletin boards shall be signed, posted, and removed by the Union President or his designee. No material may be posted on the Union bulletin boards which contain the following:

- a. personal attacks upon any employee or County employee or officials;
- b. scandalous, scurrilous or derogatory attacks upon the administration; or
- c. commentary regarding a candidate for elected office or issues or for office in the Union.

**Section 17.3 - Mileage Reimbursement.**

Employees who are required to use their own vehicles for Department business shall be reimbursed at the current County rate for mileage traveled.

**Section 17.4 - Union Ballot Boxes.**

The Union shall be permitted, upon prior notification to the Director, to place ballot boxes in all EMS stations for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be property of the Union and their contents shall not be subject to the Department's review. Responsibility for boxes rests with the Union. Use of boxes shall not interfere with the operations of the Employer.

**ARTICLE 18 - UNIFORMS**

**Section 18.1 - Initial Issue.**

The County agrees to provide each full-time employee, the following clothing:

- Three pairs of fatigue pants
- Three fatigue shirts with appropriate markings
- Two items total of job shirts or wind shirts
- One Belt
- One pair of black shoes or boots
- One set of protective / safety gear, to include pants, coat, helmet, and rescue gloves

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**Section 18.2 - Replacement.**

The County agrees to replace all damaged or worn items issued as part of the required uniform. The Director, or designee, reserves the right to determine whether an article is damaged or worn sufficiently to warrant replacement, and may require the employee to turn in the clothing being replaced. Employees may not wear any of the items listed above when they are not on duty.

**ARTICLE 19 - UNPAID LEAVES OF ABSENCE**

**Section 19.1 - Disability Leave.**

- A. **Unpaid Disability Leave Requested by the Employee.** If an employee's illness or disability continues beyond the time covered by his earned sick leave, he may request an unpaid disability leave or other unpaid leave of absence. Employees may also use earned vacation time or compensatory time after exhausting sick leave, but before applying for an unpaid disability leave. (Moved from 20.1(i)).

Employees may utilize donated sick leave after exhausting their paid leaves; however, any approved unpaid disability leave shall commence once the employee's paid leaves are exhausted. Employees shall not accumulate leaves or paid holidays when utilizing donated sick leave.

An employee may request an unpaid disability leave for up to six (6) months if he 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, compensatory time and vacation. Employees on unpaid disability leave shall not accumulate leaves (sick or vacation) or receive longevity pay. Employees who are not able, at the expiration of the unpaid disability leave, to perform all the functions and duties of their classification will be deemed separated from employment.

To be eligible to return from unpaid disability leave, the employee may be required to authorize the release of medical records or at the discretion of the Employer, submit to an examination. Refusal or failure to submit records or be examined will be deemed separated.

- B. **Involuntary Disability Leave or Disability Separation from Employment.** The Employer may place an employee on unpaid disability leave after the employee has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning his condition, it is determined that the employee is unable to perform the regular duties of his position because of illness, injury, or other physical or mental disability. Prior to the hearing, the County may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, at the County's expense. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of his position for the six (6) month period of unpaid leave, the Employer may separate the employee.
- C. **Reinstatement, Permanent Separation.** Within one (1) year from the expiration of the unpaid disability leave or disability separation, the employee may apply for reinstatement. After receipt of a timely application for reinstatement, the County may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and shall designate the person to conduct the examination. To be eligible for reinstatement the employee must authorize the release of examination results. The County shall pay for the examination. If the examination discloses the employee has recovered from the disability and is otherwise able to perform the regular duties of his position, the County shall reinstate the employee to his former or similar available position within thirty (30) calendar days from his written application and completion of examinations. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of his position for greater than six (6) months, the Employer may permanently separate the employee.
- D. **Early Return from Disability Leave.** If a disability leave of absence is granted for a definite period of time, at the discretion of the Director, the employee may be reinstated before the expiration of the leave.
- E. **Follow Up Examinations.** It will be the responsibility of employees to be available for follow-up examinations, to be paid by the Employer, and submit all documentation on request of the Employer.

**Section 19.2 - Family and Medical Leave.**

The Employer may implement all aspects of the Family and Medical Leave Act in his discretion to the extent allowed by and not inconsistent with this Agreement and the Act.

**Section 19.3 - Military Leave.**

Military Leave will be administered in accordance with the federal and state law.

**ARTICLE 20 - PAID LEAVES**

**Section 20.1 - Sick Leave.**

Each employee shall earn .0656 hours paid sick leave for each hour of regular work. Unused sick leave shall be accumulated without limit. Sick leave shall be used in good faith. A violation of this Article is subject to Article 8

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of this Agreement (Corrective Action).

**Balance Transfers:**

A 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.

**Use:**

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, or patients, and for absence due to illness, or injury in the employee's immediate family where the employee's presence is necessary.

**Misuse, Abuse:**

Misuse, abuse, or patterned use of sick leave may be grounds for disciplinary action.

**Immediate Family:**

"Immediate Family" for purposes of this section include: grandparents, grandparents-in-law, 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.

**Reporting Absence:**

An employee who is absent due to one of the above reasons must report his absence one (1) hour before his shift begins or prior to reporting off sick while on duty.

**Deduction:**

When sick leave is used it shall be deducted from the employee's sick leave credit on the basis of one hour of sick leave for every hour of absence from previously scheduled work.

**At Death:**

Upon death of an employee, unused accumulated sick leave shall be paid to his spouse, children or parents, if any, in that order, or to his estate. Payment for accumulated sick leave at the time of death shall be based on the employee's regular rate of pay at the time of his death, with one such hour of pay for every two (2) hours of accumulated sick leave. If the employee's death was in the line of duty, payment for accumulated sick leave at the time of death shall be one hour of pay for each hour of accumulated sick leave.

**At Separation:**

Upon resignation or retirement from Delaware County, the County will pay employees who have ten (10) years of service with the Department one-fourth (1/4) of their accumulated sick leave.

**Section 20.2 - Funeral Leave.**

An employee may be absent with pay for up to one twenty-four (24) hour tour to attend the funeral of an immediate family member (as defined in Section 20.1 (d)).

**Section 20.3 – Court and Jury Duty Leave.**

Employees may be excused from work for jury duty or when subpoenaed to court when such subpoena results from an incident that occurred when the employee was on duty with the County. Whether or not the court appearance arising from such a subpoena is on a scheduled work day, the employee shall be paid for all such time in court.

Employees called to and reporting for panel and/or jury duty during their scheduled work day shall be compensated by the County at the regular rate of pay for the normal work day. Time on jury duty is not hours worked for computing overtime. The employee must give his Captain prior notice and proof of his jury duty call, and submit his jury fee to the County Treasurer in order to receive his regular pay.

**Section 20.4 - Union Leave.**

The Union President or his designee(s) shall be granted up to one hundred fifty (150) hours of time off with pay, upon prior approval, for the duration of the collective bargaining agreement, for the purpose of attending negotiations or labor relations meetings. All Union leave must be reported to the Director or his designee prior to the time taken.

**Section 20.5 - Personal Leave**

Employees shall be entitled to personal leave up to two (2) times each year in increments of either twelve (12) or twenty four (24) hours. Personal leave shall not be used in connection with other forms of leave and shall be deducted from the employee's sick leave balance. Unused personal leave shall not carry over into the next calendar year. Time spent on personal leave shall not count as actual hours worked for overtime purposes. Personal leave shall be used to attend to important personal matters which cannot be conducted at times other than scheduled work time, or unforeseen emergency situations, and shall not be used for gainful employment or recreation. Employees will use this emergency exception responsibly. If used for an emergency situation, personal leave may be used in conjunction with other leaves. Employees provide an explanation, if requested, for the use of personal leave.

**ARTICLE 21 - STANDARD WORK WEEK AND OVERTIME**



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**Section 21.1 - Work Schedule.**

The normal schedule shall consist of 24 hours (one work day, shift or tour of duty) on duty followed by 48 hours off duty. The Employer retains the right to modify schedules. If the Employer modifies the 24/48 schedule or the start time of a shift, it will provide the affected employees with 120 days advance notice, unless the parties mutually agree on a shorter period.

**Section 21.2 - Compensatory Time.**

Employees shall be entitled to elect to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue and be counted on a one (1) for one (1) basis, i.e.; one hour earned equals one hour accrued, but shall be paid out at an overtime rate of one and one-half hours for each compensatory hour used. Employees shall be allowed to accrue up to 160 hours of compensatory time. Compensatory time must be used within 180 days of the time it is earned. The Director, or his designee, may deny a compensatory time request for a certain time if he determines that the Department operations will be interrupted. Compensatory time used will not be counted towards hours worked.

**Section 21.3 - Call-Back.**

When an employee is called back to work by the Director, or his designee, for hours of work not abutting his regular work shift, he shall be paid for at least two (2) hours.

**Section 21.4 - Overtime Rotation.**

Overtime will be distributed on a rotating basis in accordance with the applicable SOGs.

**Section 21.5 - Employee Trades.**

An employee shall be permitted to trade time with another employee upon submitting the trade into the County's scheduling software. The hours worked for a trade shall not be considered hours worked for overtime. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal schedule for that shift. Trading of shifts outside of the normal work schedule will not be authorized (e.g. overtime shifts).

In the event of an unforeseen circumstance, an employee may call their assigned station to make arrangements with another employee to provide coverage. This may only occur twice in any 6 month period. The duty lieutenant or the acting lieutenant must be notified. Additionally, the trade shall be completed on the County's scheduling software immediately upon the employee's arrival. If no one is willing to trade, the employee calling shall speak with the duty or acting lieutenant, and indicate that they will be late. The duty or acting lieutenant shall notify an on-duty Captain.

Trades shall not impede department operations. Both employees are required to have at least 48 hours of sick time accrued to be eligible to trade. Employee's agreeing to work a trade who are late or absent without leave at the time they are scheduled to work shall be held accountable, not the employee for whom he/she is working. When an employee calls off for a trade time or fails to report for duty, that employee shall have that amount of time deducted from their sick leave bank, but will not be paid for the deducted sick leave. Employees who show a pattern of not honoring trades will be ineligible for trades for a period of one year.

When submitting the trade into the scheduling software, both days that will be traded must be indicated. Trades must be paid back within a thirty (30) day period. In the case of trades, employees may work a total of 48 hours. After 24 hours of continuous work time, an employee will not operate emergency vehicles.

**ARTICLE 22 - VACATIONS**

**Section 22.1 - Vacation Leave Accrual.**

An employee (after completion of one full year of service) shall have earned two weeks 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:

<u>For 24-48 Hour Employees</u>	
1 to 7 years service	96 hours
8 to 14 years service	144 hours
15 to 24 years service	192 hours
25 or more years of service	240 hours

**Section 22.2 - Unpaid Absence.**

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

**Section 22.3 - Vacation Leave Scheduling.**

Vacation schedules will be arranged pursuant to the applicable SOG.

**Section 22.4 - Payment on Death.**

In the case of an employee's death, earned but unused vacation leave shall be paid to his spouse, children or parents, in that order, or to his estate, at his then hourly rate of pay.

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Section 22.5 - Carryover.

An employee may carry over earned vacation leave for three years with the approval of the Director.

ARTICLE 23 - HOLIDAYS

Section 23.1 - Holidays.

The employees shall receive eight (8) hours of straight-time pay or, if electing to receive all the time as compensatory, will accrue at the following rate: 5.34 hours of straight time:

- |     |                            |                               |
|-----|----------------------------|-------------------------------|
| 1.  | New Year's Day             | (January 1)                   |
| 2.  | Martin Luther King Day     | (third Monday in January)     |
| 3.  | Washington-Lincoln Day     | (third Monday in February)    |
| 4.  | Memorial Day               | (last Monday in May)          |
| 5.  | Independence Day           | (July 4)                      |
| 6.  | Labor Day                  | (first Monday in September)   |
| 7.  | Veterans Day               | (November 11)                 |
| 8.  | Thanksgiving Day           | (fourth Thursday in November) |
| 9.  | Day after Thanksgiving Day | (fourth Friday in November)   |
| 10. | Christmas Day              | (December 25)                 |

Section 23.2 - Additional Holidays.

Employees shall receive four (4) hours of straight-time pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day, or if electing to receive all the time as compensatory, will accrue at the following rate: 2.67 hours of straight time.

ARTICLE 24 - TRAINING

The County will make available to each employee the opportunity to take a paramedic refresher course, ITLS, PALS, ACLS, CPR and continuing education. The County will pay for the course and compensate the employee for the time spent taking the course. The employee must fill out proper documentation and submit it to the Director.

ARTICLE 25 - HEALTH INSURANCE

Section 25.1 - Coverage.

The Employer shall maintain a group health benefits plan for the bargaining unit. The plan shall be the plan in effect for the employees of the County generally (management and non-management employees alike). The Employer may implement reasonable changes in the health benefits plan so long as the changes are implemented for County employees generally.

Section 25.2 - Changes to Insurance.

If the County decides to change the health insurance benefits, they will inform the Union President thirty (30) days prior to the effective date of the new benefits (or less than 30 days if less than 30 days notice is received by the County from the insurance carrier), and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 26 - WAGES

Section 26.1 - Current Bargaining Unit Members.

All current bargaining unit member's pay rates will be based on their December 31, 2011 "year-end hourly wage" as established in this Agreement.

Section 26.2 - New (Probationary) Bargaining Unit Members.

All part-time (non-bargaining unit) employees who become full-time and transfer into the bargaining unit will begin at the "Entry" point of the Salary Scale defined in Section 26.3, below.

Section 26.3 - Salary Scale.

All bargaining unit member's pay rates will fall within the following salary scale for the period of this Agreement, 2012-2014. All members will receive their annual pay increase in the first full pay period of each calendar year during the contract period, with the exception of those who fail to receive acceptable performance evaluations, as defined in Section 26.4 below. Probationary period employee raises shall be according to the provisions of Section 26.5.

Pay rates for employees in calendar years 2012, 2013 and 2014 shall be 1½% above the rate received on December 31<sup>st</sup> of the prior calendar year.

	<b>Entry</b>		<b>Top</b>
Intermediate	10.42	-----	12.82
Paramedic	12.24	-----	15.06

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Lieutenant	15.85	-----	16.95
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The pay rates for employees as of the date of execution of this Agreement and for the duration of this Agreement is set forth in the separate Agreement between the parties, which will be the agreed rates for the term of this Agreement.

**Section 26.4 - Evaluations.**

Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase on January 1<sup>st</sup>. Employees will be re-evaluated after six months, and if at that time, they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation, and shall not be subject to back-pay.

**Section 26.5 - Promoted Employees.**

An employee who is newly promoted from Classification of EMT-Intermediate to that of EMT-Paramedic, shall receive a 7.5% increase in their current hourly rate or be moved to the New Hire Paramedic Wage, whichever is greater at the time of their promotion. After successful completion of a 180 day probationary period, the promoted employee shall receive an additional 5% increase in their hourly rate of pay.

**Section 26.7 - Out-of-Class Pay.**

Employees who hold the classification of EMT-Paramedic shall be paid the out-of-class rate of \$1.00 per hour for hours worked, if the employee works as an Acting-Lieutenant for at least 12 consecutive hours. All out-of-class assignments must be pre-approved by the Director, or his designee. Employees who hold the classification of EMT-Intermediate shall not be eligible for out-of-class assignments.

**Section 26.8 - Longevity**

As compensation for fulltime years of service to the County, employees shall be entitled to annual longevity pay based upon years of completed service. Such longevity pay shall begin after completion of the fifth (5<sup>th</sup>) year of service and shall equal \$100.00 for each year of completed service. Longevity pay shall be divided and paid bi-weekly, and shall be based upon the number of completed years of service with the County as of the date of payment.

**ARTICLE 27 - SCOPE & SEVERABILITY**

**Section 27.1 Supersede.**

This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement of the parties.

**Section 27.2 - Scope.**

During the negotiations leading to the execution of this Agreement, the parties had a full opportunity to submit all items appropriate to collective bargaining. The Union expressly waives the right to submit any additional item for bargaining during the term of this Agreement, whether or not the item was discussed, submitted, or contemplated during the negotiations leading to the execution of this Agreement.

**ARTICLE 28 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

**Section 28.1 - Alternate Procedure.**

The provisions of this Article will be followed in lieu of requesting the State Employment Relations Board to intervene as provided in Section 4117.14(C)(2) of the Ohio Revised Code. However, a notice to negotiate shall be filed with SERB per the statutory time frame and process.

**Section 28.2 - Mediation / Factfinding.**

During negotiations the parties may, upon written request to the State Employment Relations Board (“SERB”), utilize the services of a mediator. In addition or as an alternative to mediation, the parties may utilize factfinding by requesting a list of names from SERB, or an alternate service as agreed by the parties. Selection of a fact finder shall be made by alternate strike from the panel. The fact finder shall make recommendations based on the criteria set forth in O.R.C. § 4117.14(G)(7).

The parties agree that the process for acceptance or rejection of a fact finder’s recommendation as contained in O.R.C. § 4117.14(G)(7) shall apply to and be binding upon the parties.

**Section 28.3 - Impasse / Conciliation.**

If impasse is reached, as declared by either or both parties, following either mediation and/or factfinding, either party may request in writing the appointment of a binding conciliator. The parties may jointly select an arbitrator to serve as conciliator, or the parties jointly will request a list of seven arbitrators from the American Arbitration Association (“AAA”), the State Employment Relations Board (“SERB”), or the Arbitration Mediation Services (“AMS”). The parties will select the conciliator by the alternate strike method, and either party may request another list(s) from AAA. The parties shall split the cost of the conciliator and arbitrator’s service equally.

The conciliator will hold a hearing within thirty (30) days of appointment and, within thirty (30) days of the close of the hearing, shall issue a written report to both parties, which may be made public. At least one week before

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the hearing date, both parties shall provide each other and the conciliator with their last best offer on each outstanding issue. Each party may also suggest to the conciliator a package or packages of the issues based on the parties' last and best offers. The conciliator may conduct mediation before hearing evidence. His determination, after hearing, must be on an issue-by-issue basis from the parties' last and best offers. The conciliator's determinations must be based on the criteria set forth in O.R.C. § 4117.14(G)(7).

Section 28.3 - Awards of Conciliator.

Awards and orders of the conciliator are subject to Ohio Rev. Code § 4117.14(H).

ARTICLE 29 – DURATION

Section 29.1 This Agreement shall be effective from January 1, 2012, through October 31, 2014.

Agreement between Delaware County EMS and the IAEP Local R7-11

During the negotiations for the 2012 - 2014 Agreement, the parties agreed upon wage increases for employees in each year of one percent and on-half percent (1.5%). The terms of the raises and wage rates are set forth in Article 26 of the Agreement.

Attached is a spreadsheet listing all employees of the collective bargaining unit and their rates of pay as of December 31, 2011, and the rates of pay to be received under Article 26 of the Agreement during the terms of the 2012 - 2014 Agreement.

(Copy of agreement and memorandum and attachments available for review in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 12-59

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends hiring Bryan Baker as a Waste Water Operator with Water Reclamation; effective date January 23, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Bryan Baker as a Waste Water Operator with Water Reclamation; effective date January 23, 2012.

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

RESOLUTION NO. 12-60

IN THE MATTER OF APPROVING A DISCRIMINATION PROHIBITED POLICY FOR  
DELAWARE COUNTY EMPLOYEES:

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

Delaware County

Subject:	Effective:	Supersedes:	This Sheet	Total Sheets
DISCRIMINATION PROHIBITED	January 19, 2012	2006 Handbook pages 6-9 and the 5/15/2000 Sexual Harassment Policy	1	5

1.0 Purpose

To insure that the Delaware County Offices/Departments enjoy a working environment free from harassment and discrimination.

2.0 Scope

All County Appointing Authorities, Offices, Departments, and Employees. This policy also includes all suppliers, subcontractors, visitors, and volunteers entering or conducting business on County property or on the County's behalf.

3.0 Distribution

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To all County Appointing Authorities, Offices, Departments, and Employees

**4.0      Policy**

**DISCRIMINATION PROHIBITED**

**I.          EQUAL EMPLOYMENT OPPORTUNITY**

A.          Delaware County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias. All personnel decisions and practices including, but not limited to, hiring, suspensions, terminations, layoffs, demotions, promotions, transfers, and evaluations, shall be made without regard to the above listed categories. The County intends for all of its policies to comply with federal and state equal employment opportunity principles and other related laws.

B.          The County will not tolerate any conduct that intimidates, harasses, or otherwise discriminates against any employee, or applicant for employment, on the grounds listed above. Employees or applicants who believe they have been subject to unlawful discrimination or harassment by an employee, supervisor, or other individual affiliated with Delaware County shall immediately report the conduct, in writing, to the department or office Director, Appointing Authority or Human Resources.

**II.          AMERICANS WITH DISABILITIES**

A.          Delaware County prohibits discrimination in hiring, promotions, transfers, or any other benefits or privileges of employment, of any qualified individual with a permanent disability. To be considered a qualified individual, the employee must satisfy the requisite skills, experience, education and other job-related requirements of the position he or she holds or desires and must be able to perform the essential functions of the position, with or without a reasonable accommodation.

Delaware County will provide reasonable accommodation to a qualified applicant or employee with a disability unless the accommodation would pose an undue hardship on or direct threat to County facilities or operations. Decisions as to whether an accommodation is necessary and/or reasonable shall be made on a case-by-case basis. An employee who wishes to request an accommodation shall submit a written request for accommodation to their Director, Appointing Authority or Human Resources. The employer and employee will meet and discuss whether an accommodation is appropriate and, if applicable, the type of accommodation to be given.

B.          Complaints: Any employee who believes that his or her rights have been violated under this policy shall submit a written complaint as set forth in the Unlawful Discrimination and Harassment Policy.

**III.          UNLAWFUL DISCRIMINATION AND HARASSMENT**

A.          The County is committed to providing a workplace environment that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of the employee's membership in any one of the following protected categories: race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. Unlawful discrimination and harassment is inappropriate and illegal and will not be tolerated. In the commitment to eliminating this inappropriate behavior, Delaware County has established this policy. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy.

B.          Definitions: Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in one of the above-listed protected classifications.

Unlawful harassment is a form of employment discrimination. Harassment is unwelcome conduct that is based on race, color, religion, sex, national origin, age, ancestry, disability, genetic information, and/or military status. Harassment becomes unlawful when (1) enduring the offensive conduct becomes a condition of continued employment, or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment that is based on one of the other protected categories listed above is similarly unlawful and must be reported.

C.          Examples:          Unlawful discrimination occurs when an employee is denied a benefit, such as a pay raise or a promotion, based upon his or her membership in a protected classification. Unlawful harassment occurs when

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harassing comments and actions are directed at an employee based upon that employee's membership in a protected classification and when those comments and actions are so severe and pervasive as to alter the terms and conditions of the employee's employment. An example of sexual harassment occurs when behavior of a sexual nature is directed toward an employee who finds the behavior unwelcome and offensive. An example of unlawful racial or other prohibited harassment occurs when comments of a racial or other unlawful nature fail to respect rights of others, are demeaning or lower morale.

Unlawful harassment does not generally encompass conduct of a socially acceptable nature; however, some conduct that is appropriate in a social setting may be inappropriate in the work place. Acquiescence in the behavior does not negate the existence of unlawful harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may, nevertheless, form the basis of a legitimate complaint.

D. Retaliation: Anti-discrimination laws also prohibit retaliatory conduct against individuals who file a discrimination charge; who testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws; or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. Delaware County and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who believes that he or she has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of a relationship with an individual who took action under this policy, shall report such conduct to the Director, Appointing Authority or Human Resources immediately. Any person found to have retaliated against an individual for engaging in activity protected by this policy will be subject to discipline, up to and including termination. Disciplinary action for filing a false complaint is not a retaliatory act.

Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, up to and including termination, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

E. False Complaints: Delaware County encourages legitimate complaints made in good faith in accordance with this policy. False complaints made in bad faith will not be tolerated. Unsubstantiated complaints made in accordance with this policy shall not be considered a "false complaint" subject to disciplinary action, unless the complaint is determined to have been made in bad faith. False complaints are considered to be a violation of this policy and an employee who makes a false complaint may be subject to discipline, up to and including termination.

F. Coverage: Unlawful discrimination or harassment that affects an individual's employment may extend beyond the confines of the workplace. Conduct that occurs off duty and off premises may also be subject to this policy.

G. Workplace Romances: To avoid concerns of sexual harassment and other inappropriate behavior, employees are required to inform their Director, Appointing Authority or Human Resources if they currently are, or if they become, romantically involved with a co-worker. Such relationships are not necessarily prohibited, but must be appropriately addressed. Should Delaware County determine that a conflict exists between an employee's employment with the County and a personal relationship with a co-worker, the County will attempt to work with the employees to resolve the conflict. Should operational needs prevent resolution, the relationship must cease or one or both of the parties must separate from employment. Supervisors are expressly prohibited from engaging in romantic or sexual relationships with any employee they directly, or indirectly, supervise.

H. Corrective Action: If it is determined unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified.

I. Complaint Procedure: Employees who believe they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual otherwise affiliated with Delaware County shall immediately report the conduct, in writing, to their Director, Appointing Authority or Human Resources. Similarly, employees who feel they have witnessed discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact their Director, Appointing Authority or Human Resources. Late reporting of complaints will not, in and of itself, preclude Delaware County from taking remedial action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to report complaints in an expedient manner following the harassing or offensive incident.

Although employees are encouraged to confront the alleged harasser at their discretion, they are also required to submit a written report of any incidents through their Director, Appointing Authority or Human Resources. When the County is notified of the alleged harassment, it will investigate the complaint within a reasonable time period after receipt of notification. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept confidential, to the extent practicable and permitted by law, although confidentiality is not guaranteed. All employees are required to cooperate in any investigation of a harassment complaint. Failure to cooperate may result in disciplinary action, up to and including termination. Determinations of harassment shall be made on a case-by-case basis. If the investigation

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reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

An employee may obtain a Harassment Complaint form from his/her supervisor, Human Resources Department, or online at <http://www.co.delaware.oh.us/hr/index.html>.

Complaint Form

Name of Complainant: \_\_\_\_\_  
Department: \_\_\_\_\_  
Position Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type of Complaint: \_\_\_\_\_

- 1. Policy / Procedure Infraction: \_\_\_\_\_
- 2. Harassment based upon a protected class: (Please specify) \_\_\_\_\_
- 3. Sexual Harassment: \_\_\_\_\_

- 1. Name of individual engaging in alleged harassment or policy infraction: \_\_\_\_\_
- 2. Position Title of individual named in 1. (if employee): \_\_\_\_\_
- 3. Individual engaging in alleged harassment/policy violation relationship to complainant: \_\_\_\_\_

Supervisor [ ] Co-Worker [ ] Subordinate Employee [ ] Vendor [ ] Client [ ] Other (specify) : \_\_\_\_\_

Please describe the specific act(s) alleged. If additional space is needed, you may attach a separate sheet(s):  
\_\_\_\_\_  
\_\_\_\_\_

Location(s) of alleged incident: \_\_\_\_\_

Date(s) and approximate time(s): \_\_\_\_\_

Describe the effect the alleged harassment / policy violation had on you: \_\_\_\_\_  
\_\_\_\_\_

Are there others who have witnessed this behavior or others who experienced similar behavior by the individual named above? If so, please provide their name(s), indicate if witness or individual with similar experience, their address(s) and their phone number(s).  
\_\_\_\_\_  
\_\_\_\_\_

Did you tell anyone about your experience after the alleged incident? If so, please provide name(s) and phone number(s).  
\_\_\_\_\_

Actions taken, if any, by the complainant to attempt to correct the problem.  
\_\_\_\_\_

Have you filed this report with any other agency or an attorney? Yes[ ] No[ ]  
If yes, with whom? \_\_\_\_\_

Complainant’s suggestion of proposed action to address or resolve the complaint.  
\_\_\_\_\_

Additional information and comments: \_\_\_\_\_  
\_\_\_\_\_

Signature of person making report: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of person receiving report: \_\_\_\_\_ Date: \_\_\_\_\_

To:  
Human Resources Department

NOTICE OF RECEIPT OF HARASSMENT COMPLAINT

On \_\_\_\_\_ I received a complaint of sexual/other (circle one) harassment from \_\_\_\_\_ (complainant). Upon receipt of the complaint I took the following actions (initial each space):

- \_\_\_\_\_ I advised complainant of:
- 1. \_\_\_\_\_ The meaning and importance of the Harassment Policy
  - 2. \_\_\_\_\_ The County's commitment to prevent retaliation
  - 3. \_\_\_\_\_ The County's policy on confidentiality
  - 4. \_\_\_\_\_ The County's right to investigate the complaint, even if complainant does not choose to pursue it, if such an investigation is deemed necessary to protect the County or the community
  - 5. \_\_\_\_\_ The penalties for making improper charges
- \_\_\_\_\_ I made written notes of the allegations (see attached copy).  
\_\_\_\_\_ I explained that the complaint must be submitted to me in writing before any review or other action takes place.

Name of Person Who Received Complaint (Please Print) \_\_\_\_\_ Position Title \_\_\_\_\_

Department \_\_\_\_\_ Date Complaint Taken \_\_\_\_\_

COMPLAINANT'S ACKNOWLEDGEMENT OF ADVICE AND CHOICE OF RESOLUTION OPTION

After being given the advice described above, I chose to initially pursue resolution of my complaint through (initial one space):  
\_\_\_\_\_ Individual resolution

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\_\_\_\_\_ Mediation  
\_\_\_\_\_ Administrative investigation and resolution  
\_\_\_\_\_ Investigation and hearing by a grievance committee  
\_\_\_\_\_ I do not wish my complaint to be pursued; however, I have been advised that, because the County is legally required to investigate all egregious acts of sexual/other harassment, the County reserves the right to investigate my complaint if it is deemed necessary to protect the interests of the County or the community. I will be advised if the County elects to conduct an investigation.  
I understand that I must submit my complaint in writing before any review or other action takes place. I further understand that my complaint must be shared with the accused so that the accused may respond, and that I will be notified in advance when the accused is to be informed of my complaint.

Signature of Complainant	Date
Vote on Motion	Mr. O'Brien      Aye      Mr. Thompson      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 12-61

IN THE MATTER OF APPOINTMENT OF THE BOARD’S REPRESENTATIVE TO VARIOUS  
BOARDS AND COMMISSIONS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to appoint the following to the following boards and commissions:

- Regional Planning - All 3 Commissioners
- Regional Planning Executive Committee – Ken O’Brien
- Regional Planning Alternate-Tim Hansley
- Records Commission –Tommy Thompson
- Investment Committee – Tommy Thompson & Dennis Stapleton
- JFS Community Planning Committee-Tommy Thompson
- Job and Family Services (Children’s Services Sub-Committee of Community Planning) – Tommy Thompson
- Job and Family Services (WIB Sub-Committee of Community Planning) – Dennis Stapleton
- Delaware-Knox-Marion-Morrow County WIB- All 3 Commissioners
- Area 7 Board- Dennis Stapleton
- Family and Children's First Council – Ken O’Brien
- Central Ohio Youth Center Board (Joint Detention Center) –All 3 Commissioners
- Central Ohio Youth Center Board (Joint Detention Center) –Trustee-Ken O’Brien
- DKMM Solid Waste District - All 3 Commissioners
- DKMM Solid Waste District Executive Committee – Ken O’Brien
- DKMM Policy Board –Tommy Thompson
- DKMM Budget/Audit Committee – Dennis Stapleton
- EMA/LEPC – Ken O’Brien
- Correction Planning – Dennis Stapleton
- CIC (Community Improvement Corporation) - All 3 Commissioners
- Threat, Risk, and Needs Committee (TRN) –Ken O’Brien
- Data Processing Board – Dennis Stapleton
- Council for Older Adults –Tommy Thompson
- Heart of Ohio Resource Conservation and Development– Tommy Thompson
- Railroad Task Force-Dennis Stapleton
- CCAO Consortium (CEBCO) –Dennis Stapleton      (Alternate-Ken O’Brien)



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911 Board-Ken O’Brien (Alternate – Tommy Thompson)

The Strand Cultural Arts Board–Tommy Thompson

Community Action Organization –Tommy Thompson

MORPC-All 3 Commissioners

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

**RESOLUTION NO. 12-62**

**RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO 2012:**

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Dennis Stapleton, President of the Board of Delaware County Commissioners, is designated as the Official Voting Representative of Delaware County.

BE IT FURTHER RESOLVED that Ken O’Brien, Vice President of the Board of Delaware County Commissioners, is designated as the Alternate Voting Representative of Delaware County.

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

**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Stapleton**

- Later Today: Delaware Chamber Lunch; ODOT Safety Improvements Meeting
- Attended The Annual Meeting For Main Street Delaware With Administrator Hansley
- On Friday Will Attend A CCAO Board Meeting-President’s Appointment To State Board

**Commissioner Thompson**

- Next Week There Is A Community Action Organization Meeting And A Board Of Revision Meeting

**Commissioner O’Brien**

- Attended And Participated In The Regional Planning Executive Committee Meeting

**RESOLUTION NO. 12-63**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:25AM.

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

**RESOLUTION NO. 12-64**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:20AM.

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

**11:20AM RECESS/RECONVENE 4:37PM**

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RESOLUTION NO. 12-65

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF  
EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to adjourn into Executive Session at 4:38PM.

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

RESOLUTION NO. 12-66

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to adjourn out of Executive Session at 4:47PM.

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

RESOLUTION NO. 12-67

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Recommendation to appoint Shancie Jenkins as the Director of Delaware County Job and Family Services;  
effective January 30, 2012;

Therefore be it resolved, that the Delaware County Board of County Commissioners hereby approves the  
appointment of Shancie Jenkins as the Director of Delaware County Job and Family Services; effective January  
30, 2012.

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

There being no further business, the meeting adjourned.

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Ken O’Brien

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Dennis Stapleton

\_\_\_\_\_  
Tommy Thompson

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners