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AGREEMENT BY AND BETWEEN THE PREBLE COUNTY SHERIFF'S OFFICE AND THE FRATERNAL ORDER OF POLICE OF OHIO/OHIO LABOR COUNCIL, INC. DEPUTY SHERIFFS AND CORRECTIONS OFFICERS CAPTAINS AND SERGEANTS DISPATCHERS

Case Nos. 2022-MED-03-0229
2022-MED-03-0230
2022-MED-03-0231

Effective June 28, 2022 through December 31, 2024

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ARTICLE 1
PREAMBLE

Section 1.1. This Agreement, entered into by the Preble County Sheriff's Department, hereinafter referred to as the "Employer," and the Fraternal Order of Police of Ohio/Ohio Labor Council, Inc. hereinafter referred to as the "FOP/OLC," has as its purpose the following:

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

ARTICLE 2
FOP/OLC RECOGNITION

Section 2.1. The Employer recognizes the FOP/OLC as the sole and exclusive representative for all employees included in the bargaining unit described in the State Employment Relations Board's orders of June 28, 1990 in Case Numbers 90-REP-03-0081 (Deputies and Corrections Officers), 90-REP-02-0036 (Sergeants and above), and the Board's order of April 6, 1995 in Case Number 94-REP-11-0255 (Dispatchers/911 Dispatchers). Whenever used in this agreement, the term "bargaining unit" shall be deemed to include those full-time employees of the Employer as described above.

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 3
DUES DEDUCTION

Section 3.1. The Employer agrees to deduct FOP local membership dues and fees in accordance with this Article for all employees eligible for the bargaining unit.

Section 3.2. The Employer agrees to deduct FOP/OLC membership dues and fees once each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues and fees from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. The Employer agrees to remit the dues and fees deducted from bargaining unit employee's pay, in accordance with this Article, to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611, once each month for the duration of this Agreement.

Section 3.4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues and fees. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any

claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 3.5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the FOP/OLC.

Section 3.6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

Section 3.7. The parties agree that neither the employee nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

Section 3.8. The rate at which dues are to be deducted shall be certified to the payroll clerk by the FOP/OLC as is necessary to be accurate. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 3.9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 4
FOP/OLC REPRESENTATION

Section 4.1. Representative(s) of the FOP/OLC shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP/OLC representative shall identify himself to the Employer or the Employer's designated representative.

Section 4.2. The Employer shall recognize employees designated by the FOP/OLC to act as FOP/OLC representatives for the purposes of representation as outlined under this Agreement.

Section 4.3. The FOP/OLC shall provide to the Employer an official roster of its officers and FOP/OLC representatives which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor
5. FOP/OLC office held

No employee shall be recognized by the Employer as an FOP/OLC representative until the FOP/OLC has presented the Employer with written certification of that person's selection.

Section 4.4. The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.5. Rules governing the activity of FOP/OLC representatives are as follows:

1. The FOP/OLC agrees that no official of the FOP/OLC, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The FOP/OLC further agrees not to conduct FOP/OLC business during working hours except to the extent specifically authorized.

2. The FOP/OLC shall not conduct FOP/OLC activities in any work area(s) without notifying the supervisor(s) in charge of that area(s) of the nature of the FOP/OLC activity.

3. The FOP/OLC employee official (President, Vice-President, or representative) shall cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized activity is being conducted or upon the request of the employee's immediate supervisor.

4. An FOP/OLC employee official abusing the rules of this Section is subject to disciplinary action.

Section 4.6. The FOP/OLC representatives shall be allowed to use thirty-two (32) hours of paid time off to attend the Annual FOP/OLC State Convention and Seminar. Such time off shall be requested at least fourteen (14) days in advance. The Employer shall not withhold permission for the utilization of this time hereunder except in the event of an emergency.

ARTICLE 5
NONDISCRIMINATION

Section 5.1. Employer Pledge: The Employer agrees not to interfere with the rights of employees to become members of the FOP/OLC, and there shall be no disparate treatment, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of FOP/OLC membership or because of any legal employee activity in an official capacity on behalf of the FOP/OLC.

Section 5.2. **FOP/OLC Pledge**: The FOP/OLC agrees not to interfere with the rights of employees to not become members of the FOP/OLC, and there shall be no restraint or coercion by the FOP/OLC or its representatives against any employee exercising the right to abstain from membership in the FOP/OLC.

Section 5.3. **Joint Pledge:** The Employer, the FOP/OLC, and each employee agrees to comply with all applicable laws or constitutional provisions or resolutions forbidding unlawful

discrimination on account of race, color, religion, sex, age, disability, national origin, ancestry, veteran's status, genetic information, military status, or political affiliation.

Section 5.4. The Employer and the FOP/OLC agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

Section 5.5. Notwithstanding any other provision in this agreement the Employer may take any action required under the Americans With Disabilities Act to make reasonable accommodations for disabled employees.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1. The Employer possesses the sole right to operate its department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

A. 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 Department, standards of services, its overall budget, utilization of technology, and organizational structure;

B. To direct, supervise, evaluate, or hire employees;

C. To maintain and improve the efficiency and effectiveness of operations and programs;

D. To determine the overall methods, process, means, or personnel by which operations are to be conducted;

E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

F. To determine the adequacy of the work force;

G. To determine the overall mission of the Department as a unit of government;

H. To effectively manage the work force;

I. To take actions to carry out the mission of the Department as a government unit.

Section 6.2. The FOP/OLC recognizes and accepts that all rights, responsibilities and functions of the Employer not specifically modified by this Agreement shall remain the rights, responsibilities, and functions of the Employer.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1. The Employer and the FOP/OLC recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. During the term of this Agreement, the FOP/OLC shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 7.1(A) of this Article.

Section 7.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 7.1(A) of this Article is subject to discipline or discharge by the Employer.

Section 7.3. In the event of any violation of Section 7.1(A) of this Article, the FOP/OLC shall promptly do whatever it can to prevent or stop such unauthorized acts, including, but not limited to, the preparation of, and delivery to the Employer, a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking FOP/OLC officer.

Section 7.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws and/or by the United States or Ohio State Constitutions.

Section 8.2. All grievances must be presented to the proper step in the progression, and within the applicable time limits, in order to be considered at subsequent steps. Any grievances which originates from an action of the Employer, including, but not limited to, all grievances over "lost pay" discipline (defined as suspension without pay, reduction in classification, or discharge from employment) shall be submitted directly to Step 2.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by failing to advance a grievance to the next step within the applicable time limit.

Any grievance not answered by the Employer's representatives within the applicable time limits may be advanced by the employee to the next step in the grievance procedure. Time limits and steps set forth herein may be extended only by mutual written agreement.

A grievance may be brought by any aggrieved employee covered by this Agreement. The FOP/OLC may file a grievance involving an incident affecting a group (more than one [1]) of the bargaining unit. A group grievance must be signed by all employees wishing to be included.

Oral and written reprimands may only be grieved to Step 2 of the grievance procedure.

Section 8.3. A grievance must be submitted to the appropriate step of the formal grievance procedure within seven (7) calendar days after the grievant knows or should have known the facts giving rise to the grievance; otherwise, the grievance shall be considered not to have existed.

Section 8.4. All grievances shall be submitted in writing on a grievance form which shall contain all of the following information:

1. Aggrieved employee's name and signature;

2. Date, time, and location of grievance;

3. Description of the incident(s) giving rise to the grievance;

4. Articles and Sections of the Agreement claimed to have been violated;

5. Date grievance was first filed in writing at Step 1 or 2, whichever is applicable;

6. Desired remedy to resolve grievance.

The FOP/OLC shall be solely responsible for the duplication, distribution, and its own accounting of, the grievance forms. The FOP/OLC grievance form appears as Appendix B of this Agreement.

Section 8.5. It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the FOP/OLC to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following steps shall constitute the formal grievance procedure and shall all be followed except as is otherwise provided in Section 8.2 above.

Step 1: In order for a grievance to receive consideration under this procedure, the grievant shall reduce the grievance to writing and shall present the written grievance to the Chief Deputy in charge of their section or his designee within seven (7) calendar days after the grievant knows or should have known the facts giving rise to the grievance. The Chief Deputy or his designee shall investigate the matter and shall meet with the grievant and his desired FOP/OLC representative if either party

requests such a meeting. The Chief Deputy shall respond in writing to the grievant within fourteen (14) calendar days following the presentation of the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee may, within seven (7) calendar days following the Step 1 reply, refer the grievance to the Sheriff. The Sheriff shall have fourteen (14) calendar days in which to schedule a meeting, if he deems necessary, with the aggrieved employee. The Sheriff shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Step 3: Arbitration: If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon receipt of the FOP/OLC in accordance with this Section of this Article.

The FOP/OLC has the right to decide whether or not to proceed to arbitration following the issuance of the Employer's answer at Step 2. If the FOP/OLC wishes to proceed to arbitration, it must so notify the Employer, in writing, within ten (10) calendar days of the issuance of the Employer's answer in Step 2. Once such notification is given, the FOP/OLC shall contact the Employer within the next thirty (30) calendar days to begin the arbitration selection process outlined below.

In any case where either the required written notification of the FOP/OLC's intent to proceed to arbitration is not received by the Employer within ten (10) calendar days of his Step 2 answer, or where such notification is timely received, but the FOP/OLC thereafter fails to contact the Employer within the next thirty (30) calendar days to begin arbitrator selection procedures, the grievance shall be deemed to have been resolved on the basis of Management's last answer and it shall not be subject to arbitration.

Either party may cancel an arbitration they requested at any time prior to the arbitration hearing by serving written notice of its desire to cancel upon other party. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

If, after timely notifying the Employer of its decision to proceed to arbitration on a grievance, the FOP/OLC reconsiders its decision, it may cancel the arbitration at any time prior to the arbitration hearing by serving written notice of its desire to cancel upon the Employer. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

A. At the above-mentioned meeting to select an arbitrator, a representative of each of the parties (the FOP/OLC and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: the Federal

Mediation and Conciliation Service shall be jointly requested to submit a panel list of fifteen (15) arbitrators from Area 15 (Ohio). The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, each party may once reject a list and submit a request for another list from the FMCS. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

C. The decision of the arbitrator shall be final and binding upon the Employer, the FOP/OLC, and the grievant. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.

D. The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the parties. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees and costs of a court reporter shall be paid by the party requesting one or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Any bargaining unit employee required by the Sheriff to attend such hearings during the employee=s off-duty time shall be paid at their applicable rate of pay. Any bargaining unit employee required by the FOP/OLC to attend such hearings during their off-duty time shall not be paid by the Employer.

Section 8.6. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC grievance representative will be notified of his right to be present at the adjustment. In the event the employee seeks arbitration without the approval of the FOP/OLC, he shall be solely responsible for any and all expenses ordered by the arbitrator.

ARTICLE 9
DISCIPLINE

Section 9.1. The tenure of every bargaining unit employee of the Preble County Sheriff's Department shall be during good behavior and efficient service. No employee shall be reduced in classification, suspended, or discharged except for just cause. The Employer may take this type of action while the employee is on duty, working under the colors of the Employer, or off duty representing himself as an employee of the Sheriff's Department. The employee may only be disciplined for actions on his own personal time that violate departmental standards of conduct, rules, or regulations.

Forms of disciplinary action are:

1. Verbal warning (written record to be signed by employee);

2. Written reprimand;

3. Suspension without pay, working suspension;

4. Temporary assignment, not to exceed sixty (60) calendar days;

5. Reduction in classification;

6. Last Chance Agreement (mutual agreement);

7. Discharge from employment.

Section 9.2. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 9.3. Except in extreme instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.4. Anytime the Employer or any of his representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be administered within a reasonable amount of time from the time the Employer knew that the alleged violation occurred.

Section 9.5. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspensions, reductions, or termination), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

Section 9.6. Predisciplinary conferences will be conducted by the Sheriff or designee.

Section 9.7. Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; (2) elect in writing to waive the opportunity to have a predisciplinary conference; or (3) elect to have a representative present a written statement on the employee's behalf, if the employee is unable to attend. Failure to elect and pursue one of the above mentioned options, absent mitigating circumstances, shall constitute the employee's waiver of his right to the predisciplinary conference.

Section 9.8. At the predisciplinary conference, the Sheriff or designee will ask the employee to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

Section 9.9. At the conference the employee may present any testimony or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any FOP/OLC person he chooses. The employee may sign a waiver for FOP/OLC representation on a case-by-case basis.

Section 9.10. A written report will be prepared by the Sheriff or designee concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the report will be provided to the employee within ten (10) days following the hearing.

Section 9.11. Disciplinary action may be appealed through the grievance procedure, except as provided in Article 8.2 of this Agreement.

Section 9.12. When the Employer or his designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, the following conditions shall apply:

A. Employees being questioned as witnesses shall be so informed.

B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time, and his right to have the opportunity to have an FOP/OLC representative present to advise him during the questioning.

C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

D. The Employer may tape record preliminary investigations. If the Employer tape records any meeting, the employee will also be allowed to record the meeting, or have the Employer provide a copy of the tape within seventy-two (72) hours of the meeting.

E. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.

F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods. It is understood that there shall be no period of continuous questioning exceeding two (2) hours without provision for a ten (10) minute rest break.

G. No employee shall be disciplined for refusing to submit to a polygraph examination, voice stress analysis, or other truth detecting device.

Section 9.13. Any employee under indictment for a felony may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor, the employee may be subject to discipline pursuant to the terms of this Article.

ARTICLE 10
SUBSTANCE TESTING

Section 10.1. Drug/alcohol testing may be conducted on employees randomly and/or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. Information provided either by reliable and credible sources or independently corroborated;

E. Evidence that an employee has tampered with a previous drug test;

F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice;

G. Anytime an employee uses deadly force.

Section 10.2. **Drug Testing Procedures**: All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 10.3. **Alcohol Testing Procedures**: Alcohol testing shall be done in the same manner as pre-employment testing. A positive result shall entitle the Employer to proceed with sanctions as set forth in Section 10.6 of this article.

Section 10.4. Test Results/Refusal to Submit to Testing: The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 10.5. Confirmatory Testing:

A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the primary sample collected in the manner prescribed above.

B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in Section 10.6 of this article.

C. In the event that any confirmation drug test results are positive, the employee is entitled to have the split sample tested by another DHHS-certified lab in the manner prescribed above at the employee's expense. The employee must request the split sample test within seventy-two (72) hours of being notified of a positive result. The results of this test, whether positive or negative, shall be determinative.

Section 10.6. Positive Test Results:

A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation instead of discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.

B. If an employee is not terminated for just cause, as stated above, the Employer will require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period

on one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee may be subject to disciplinary action, including removal from his position and termination of his employment.

Section 10.7. Payment of Testing Costs: Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 10.8. The selection process for any random testing per this article will be in accordance with the Department of Transportation Standards. The random selection system must be a scientifically valid method of selection that provides an equal chance for each officer to be tested each time a random selection occurs.

ARTICLE 11
EMPLOYEE ASSISTANCE PROGRAM

Section 11.1. The Employer and the FOP/OLC recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.

Section 11.2. Participation in the assistance program shall be voluntary, except for employees who test positive for a drug or alcohol abuse violation. Employees who test positive, per Article 10 of this Agreement, shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Section 11.3. Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

Section 11.4. Records regarding treatment and participation in the E.A.P. shall be confidential, and the records shall not be maintained in the employee's personnel file.

Section 11.5. Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance, whenever possible. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment, should they so request.

ARTICLE 12
PERSONNEL FILES

Section 12.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time in the presence of the Employer or his designee, and shall be entitled to have a representative of his choice accompany him during any review. An employee shall be promptly notified of all new material placed in his personnel file. Upon the employee's request, he shall receive a copy of any documents contained in his personnel file except for material privileged under state or federal law.

Section 12.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3. Records of verbal warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance, unless the employee has additional discipline. Records of suspension shall cease to have force and effect three (3) years from the date of issuance, unless the employee has additional discipline.

Section 12.4. Personnel files are public records and the Employer will only allow inspection as provided by law.

ARTICLE 13
SENIORITY

Section 13.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Agreement. Seniority, as defined in Section 2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 13.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. However, service in a non-bargaining unit position with the Preble County Sheriff shall not count as continuous service as defined herein.

A. The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave of absence;

2. Absence while on approved sick leave or disability leave;

3. Military leave;

4. A layoff of two (2) years duration or less; and

5. A resignation where the employee is re-employed or reinstated within thirty (30) days.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;

2. Retirement;

3. Layoff for more than two (2) years;

4. Failure to return to work within fourteen (14) calendar days of a recall from layoff;

5. Failure to return to work at the expiration of a leave of absence; and

6. A resignation where the employee is re-employed or reinstated after thirty (30) days.

Section 13.3. The Employer shall post a seniority list, once every six (6) months if changes occur, on the Department bulletin boards showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the FOP/OLC upon request.

ARTICLE 14
LAYOFF AND RECALL

Section 14.1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employee in writing fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the FOP/OLC, agrees to discuss, with representatives of the FOP/OLC, the impact of the layoff on bargaining unit employees.

Section 14.2. The Employer shall determine in which work section(s) and which classification(s) layoffs will occur. Within each work section and classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available.

Section 14.3. Any employee receiving notice of long-term layoff lasting more than seventy-two (72) hours shall have ten (10) calendar days following the receipt of such notice in which to exercise his right to bump the least senior employee in his classification.

Section 14.4. Any employee receiving notice of long-term layoff lasting more than seventy-two (72) hours who does not have sufficient seniority to bump an employee within his classification, or who has been bumped from his position pursuant to this Article, shall have ten (10) calendar days following the receipt of such notice in which to exercise his right to bump the least senior employee in the next lower job classification providing that the former has more seniority and possesses the necessary skill and ability to perform the work. An employee may exercise his bumping rights to a position in the next lower job classification only once during the layoff affecting his position. An employee bumping into a position in the next lower job classification

shall be assigned to the appropriate pay range for that lower job classification and the same step therein as he was assigned to in his previous pay range.

Section 14.5. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they still meet the basic job qualifications required for the position to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within the time specified by applicable law, rule, or regulation, or within twelve (12) months of the recall, whichever is earlier. Any training required in this Section shall be at the Employer's expense.

Section 14.6. Notice of recall shall be sent to the employee by certified mail with a copy to the FOP/OLC. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. The Employer will not be required to mail the recall notice by certified mail, if such notice is delivered in person.

Section 14.7. The recalled employee shall have seven (7) calendar days following the date of receipt of the recall notice to notify the Employer in writing of his intention to return to work and shall have nineteen (19) calendar days following the receipt date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 14.8. The classifications are as follows:

Captain	Correction Officers
Deputy Sheriff	Dispatchers
Jail Sergeant	

ARTICLE 15
VACANCIES AND CORRECTIONS LIEUTENANT ASSIGNMENT

Section 15.1. The parties agree that all appointments to positions covered by this Agreement, other than the original appointments from eligibility lists, shall be filled in accordance with this Article.

Section 15.2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be emailed to bargaining unit employees on their agency email addresses. During the posting period, any bargaining unit member wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or applicants who do not meet the minimum qualifications for the job.

Section 15.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

Section 15.4. The Employer will create a Corrections Lieutenant assignment within the bargaining unit, and in its discretion, it will fill the assignment from current ranks of Corrections Sergeants. (NOTE: The Employer is not required to make an assignment to Corrections Lieutenant; it is discretionary in nature.) Such assignment is not a vacancy as defined in this Article; however, the Employer will post such assignment to allow current Corrections Sergeants to express interest in the assignment. Such Corrections Lieutenant will maintain a position within the shift work program currently used with Corrections Sergeants, but he or she will be placed on first shift. Such assignment shall not be subject to any shift bidding rotation as described in Article 20 (Hours of Work) of the collective bargaining agreement. Such Corrections Lieutenant will continue to perform shift work also performed by Corrections Sergeants, and he or she shall also perform supervisory duties over Corrections Sergeants in addition to any administrative duties as assigned by the Employer.

ARTICLE 16
PROBATIONARY PERIODS

Section 16.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated anytime during his probationary period and shall have no right to appeal through the grievance procedure contained herein over such removal.

Section 16.2. Every newly promoted employee will be required to successfully complete a probationary period. The probationary period for newly promoted employees shall begin on the day on which the promotion becomes effective, and shall continue for a period of six (6) months. A newly promoted probationary employee may be demoted to the position and salary from which he was promoted, or to a similar position and salary, only when his performance is unsatisfactory.

ARTICLE 17
BULLETIN BOARDS

Section 17.1. The Employer agrees to provide one (1) bulletin board for each work section (patrol, jail, dispatch) in mutually agreed-upon areas of the facility for use by the FOP/OLC.

Section 17.2. All FOP/OLC notices of any kind posted on the bulletin boards shall be signed, posted, or removed by the local FOP/OLC representatives. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1. FOP/OLC recreational and social affairs;

2. Notice of FOP/OLC meetings;

3. FOP/OLC appointments;

4. Notice of FOP/OLC elections;

5. Results of FOP/OLC elections;

6. Reports of non-political standing committees and independent non-political arms of the FOP/OLC; and

7. Non-political publications, rulings, or policies of the FOP/OLC.

All other notices of any kind not covered by 1 through 7 above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the FOP/OLC bulletin boards at any time which contains the following:

1. Personal attacks upon any other member or any other employee;

2. Scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or official;

3. Attacks on any employee organization, regardless of whether the organization has local membership; and,

4. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 17.3. No FOP/OLC-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP/OLC. However, employees may use the e-mail system for union business.

Section 17.4. Upon the request of the Employer or his designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this Article. Refusal to remove said material will subject the employee to disciplinary action by the Employer.

ARTICLE 18
LABOR/MANAGEMENT MEETINGS

Section 18.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter, on a mutually agreeable day and time, the Employer and/or his designee shall meet with not more than four (4) representatives of the FOP/OLC to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 18.2. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The names of those FOP/OLC representatives who will be attending shall be furnished by the FOP/OLC representatives. The purpose of such meeting shall be to:

1. Discuss the administration of this Agreement.

2. Notify the FOP/OLC of changes made by the Employer which affect bargaining unit members of the FOP/OLC.

3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

4. Disseminate general information of interest to the parties.

5. Discuss ways to increase productivity and improve efficiency.

6. To consider and discuss health and safety matters relating to employees.

Section 18.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 19
SAFETY

Section 19.1. The parties agree that safety is a primary concern and responsibility of each party. Therefore, the Employer agrees to provide safe equipment for all bargaining unit employees, and that all safety rules and practices shall be applied and enforced uniformly within the group or groups of employees to whom they are directed.

Section 19.2. The FOP/OLC agrees to promote among all bargaining unit employees safe work habits and full compliance with Employer safety rules and practices.

Section 19.3. Exposure to bloodborne pathogens (BBP) and other potentially infectious material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations, and shall so indicate of forms provided by the Employer.

Employees exposed to tuberculosis (TB) shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the health insurance plan.

All bargaining unit employees must comply with the bloodborne pathogen standards and policies as described by the Sheriff.

Section 19.4. Bargaining unit employees assigned to dispatch must comply with all policies and workplace engineering and work practice controls as set forth by the Sheriff.

Section 19.5. As soon as possible after accepting Federal inmates, the Employer will provide the following information by email to each Correction Officer, and include in the prisoner's booking jacket:

- Type of conviction and/or classification
- History regarding escape attempts
- Any other security issues

ARTICLE 20
HOURS OF WORK

Section 20.1. The hours of work within a standard workweek or standard work period shall be scheduled by the Employer so as to ensure the efficient performance of the Employer's statutory duties.

Section 20.2. The workday for bargaining unit employees shall consist of one (1) work shift within a twenty-four (24) hour period, except when a rotation of shifts occurs due to the shift bidding process which requires two (2) work shifts within a twenty-four (24) hour period, including changing an employee's shift for just one (1) day due to work requirements with mutual agreement between the Employer and employee.

Section 20.3. Employees who are four (4) hours late for work or less, who are legitimately late due to inclement weather and through no fault of their own, shall be permitted to remain at work beyond the end of their normal work shift, PROVIDED: sufficient work is available, and the employee elects to stay. Employees shall not be charged with tardiness for time made up pursuant to this Section.

Section 20.4. Employees will be assigned to particular shifts on a three (3) month basis by the Employer, or his designee. Shift assignments shall not be changed during any such assignment period unless unexpected variations of staffing levels mandate that an assignment be changed in order to provide effective delivery of services to the community. The procedures listed shall be followed in order to benefit the employee and to further satisfy the operational needs of the Department.

A. The Employer will post schedules for bidding for each division on or about November 1st and on or about May 1st. The two (2) three (3) month cycles shall begin in February and again in August. From November 1st to December 1st and again from May 1st to June 1st employees will bid by seniority without intervention from the Employer. On or about December 1st and again on or about June 1st if bidding is not completed the Employer, or designee, will intervene to expedite the process. Each remaining employee (who had not yet bid) will have until the end of their next shift to bid. If the employee does not bid by the end of their shift they will go to the bottom of the bidding list, for that bidding period.

B. The Employer shall make shift assignments based on the written preference of the non-probationary employee in order of seniority, gender (corrections officers), the completion of required training, and specialized skills needed on the shift. Additionally, while jail deputies are in attendance at the Ohio Peace Officer's Training Course, the Employer may assign such employees to shifts as needed. Employees may be assigned to the various shifts for training purposes during their probationary period. Upon the recommendation of the Supervisors, and at the discretion of the Sheriff, a probationary employee may be

assigned to a regular shift prior to the completion of their probationary period, and the displaced employee will be returned to their shift of preference. An employee who is displaced from his shift preference by assignment under this Paragraph shall be temporarily reassigned to his next lower preference.

C. Non-probationary employees who are assigned to duties which are regularly carried out on a twenty-four (24) hour-a-day basis (continuous operation employees) shall be eligible to participate in the shift preference process set forth herein. All other employees shall have their hours of work assigned by the Employer, in accordance with the other provisions of this Agreement. All schedules with shift assignments will be posted prior to their effective date.

D. The exercise of shift preference shall not limit the Employer from making temporary shift reassignments in order to carry out the mission of the Department. However, the Employer agrees that such transfers will not be made for periods of less than one (1) workweek nor will shift changes be made with less than two (2) days notice unless an emergency situation arises. To the extent possible, shift assignment changes will be by personal notification. Before the Employer exercises his right to reassign employees pursuant to this section he will ask employees in the same work section and the same rotation if they wish to volunteer for the shift assignment.

E. Employees who work during the daylight savings time changes in the Spring and Fall of the year shall be paid for the actual hours worked at the applicable rate of pay.

ARTICLE 21
OVERTIME

Section 21.1. The standard work period for all bargaining unit employees shall consist of no more than eighty-five (85) hours, within each fourteen (14) day pay period.

(The standard work period for dispatch employees shall consist of forty (40) hours within a seven (7) day period.)

"Overtime" shall be defined as all time an employee is authorized by the Employer to be in active pay status in a standard work period or scheduled work shift, in excess of that employee's total number of regularly scheduled hours for that standard workweek or work period.

For the purposes of determining an employee's eligibility for overtime, "active pay status" will include actual work hours, compensatory time off, hours on paid vacation leave, hours on sick leave if taken prior to the overtime earned, sick leave used for pre-approved medical appointments scheduled and approved at least twenty-four (24) hours in advance, and hours on paid personal leave. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime. However, employees that are scheduled off on a holiday as part of their regular work schedule shall have holiday pay count as hours worked in determining eligibility for overtime.

Overtime pay shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay, and shall be calculated (reported by the employee and paid by the Employer) to the nearest one-quarter (¼) of an hour.

Section 21.2. All overtime opportunities will first be offered in four (4) hour blocks, then if no one wants to work only four (4) hours, it may be offered in an eight (8) hour block.

When overtime is caused by a request for time off prior to the schedule being posted, the Employer will accept requests and fill such overtime (first in four [4] hour blocks, then eight [8] hour blocks) by seniority. If the overtime cannot be filled in this manner, the least senior employee in the work section needed whose scheduled shift abuts the needed overtime will be ordered to work.

When overtime is needed after the schedule is posted, the Employer will attempt to fill the overtime on a voluntary basis from employees whose shift abuts the needed overtime. If the overtime cannot be filled in this manner, the least senior employee in the work section needed whose scheduled shift abuts the needed overtime will be ordered to work. Overtime will be offered in four (4) hour blocks first, and then if no one wants to work only four (4) hours, it may be offered in an eight (8) hour block.

If an employee is forced to work, either under paragraph 2 or paragraph 3 above and after two (2) consecutive days, then the next least senior employee will be ordered to work.

Management personnel and part-time employees have the right to perform bargaining unit work; however, management personnel and part-time employees will not receive overtime pay until such time as bargaining unit employees in the same work section have been offered the opportunity to work such overtime as outlined above.

The Employer will determine when overtime is needed.

Employees called to work prior to the start of their shift may be sent home after eight (8) hours with mutual agreement between the Employer and employee.

Section 21.3. Any employee may be required to work overtime during emergencies, or when an adequate number of employees cannot be obtained.

Section 21.4. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1.5) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one (1) rotation per classification. In the event an employee accumulates more than one (1) rotation of compensatory time, any future overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

1. Requests for compensatory time off shall be granted at the Employer's discretion, and shall be subject to the operational needs of the Department. Compensatory time may be used in not less than one (1) hour increments.

2. Requests for use of accumulated compensatory time after the schedule is posted shall be submitted in writing by the employee to the Employer or his designee no less than five (5) calendar days prior to the date(s) requested off unless extenuating circumstances prevent such advance notice, in which case the employee shall provide the Employer with as much advance notice as is possible under the circumstances. The Employer may waive the five (5) day notice. Compensatory time off of more than three (3) days must be submitted prior to the schedule being posted. Total benefit time off (vacation, comp time, personal leave) will be limited to four (4) days per month, after the schedule is posted.

3. Compensatory time off requested by an employee which has been approved and scheduled shall not be canceled except when unanticipated operational needs of the Department would require it;

4. Requests for compensatory time off, to be used in conjunction with vacation, may be honored;

5. Employees may cash out any accumulated compensatory time in October of each year.

Section 21.5. With the prior approval of the Employer or his designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not effect the overtime compensation eligibility status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Upon request of any employee, and with the prior approval of the Employer or his designee, an employee may work a scheduled day off in exchange for an additional day off to be scheduled in this work period, without receiving any additional compensation.

Section 21.6. Overtime may be banked until November of each year at which point it shall be paid out. The option to receive pay or bank overtime each time overtime is worked shall be at the employee's choice, at the time the pay sheet is submitted, and will be paid out at the employee's hourly rate at the time such overtime was banked.

ARTICLE 22
COURT TIME AND CALL-IN PAY

Section 22.1. Any employee required to appear on off-duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties (court time), and any employee otherwise called in to work at a time outside his regularly scheduled shift (call-in), which court time or call-in necessitates additional travel to and from work and which does not abut either end of his regularly scheduled shift, shall be guaranteed two (2) hours' pay at the overtime rate. If the court time or the call-in lasts more than two (2) hours, the employee shall receive payment at the overtime rate for all hours actually

worked. Any employee required to appear for court time on their scheduled day off will be guaranteed not less than three (3) hours pay at the overtime rate.

Section 22.2. It is understood that any court time or call-in which starts prior to the regular shift and continues into the employee's regular shift, or time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 22.1 above.

ARTICLE 23
WAGES

Section 23.1. Employees hired prior to the effective date of this Article shall be assigned to the same steps that they were assigned to on the effective date of this Article. Employees assigned to investigation shall receive a fifty cent ($.50) stipend per hour.

Bargaining unit members shall be assigned to the following pay ranges and wage rates according to their classification effective June 28, 2022:

Classification	Probationary Rate	Step 1	Step 2	Step 3	Step 4
Dispatchers	18.66	19.92	21.26	22.70	24.23
Corrections Officers	18.66	19.92	21.26	22.70	24.23
Sheriff Deputies	22.32	23.83	25.44	27.16	28.99

	Starting Rate	Six (6) Month Rate
Sergeant	25.86	27.86
Lieutenant	28.37	30.37
Captain	31.34	33.34

Bargaining unit members shall be assigned to the following pay ranges and wage rates according to their classification effective January 1, 2023 (4%):

Classification	Probationary Rate	Step 1	Step 2	Step 3	Step 4
Dispatchers	19.41	20.72	22.11	23.61	25.20
Corrections Officers	19.41	20.72	22.11	23.61	25.20

Sheriff Deputies	23.21	24.78	26.46	28.25	30.15

	Starting Rate	Six (6) Month Rate
Sergeant	26.98	28.98
Lieutenant	29.59	31.59
Captain	32.67	34.67

NOTE: Sergeant 6 month rate is set at 15% above top step Corrections Officer. Lieutenant 6 month rate is set at 9% above top step Sergeant. Captain 6 month rate is set at 15% above top step Sheriff Deputy. Starting rates for all are calculated by subtracting $2.00 from the 6 month rate for each of the three classifications.

For wages for the period of January 1, 2024 through December 31, 2024, the Employer or the Union has the option to re-open the labor agreement on Article 23 (Wages) only. If the Employer or the Union wishes to re-open wages for the January 1, 2024 through December 31, 2024 period, it shall give electronic means or service notification of such intent to the other party no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to December 31, 2024.

Employees hired after the effective date of this Article shall ordinarily be assigned to the probationary rate; provided, however, that the Employer reserves the right to begin a new hire employee at a rate above the probationary rate where exceptional qualifications and experience warrant it.

Employees promoted into a classification assigned to a higher pay range shall ordinarily be assigned to the probationary rate; provided, however, that if such employee's current rate of pay exceeds the probationary rate, such employee shall be assigned to the step which grants him an increase in pay, and shall remain in that step for at least the duration of his probationary period.

All increases in rates of pay shall be subject to the provisions of this Article.

Section 23.2. Employees whose hire date falls in January through June each year and are eligible for a step increase shall receive said increase effective with the first full pay in January each year after they have completed one (1) year of service, until they reach the maximum step. New hires will advance to Step 1 at the completion of their probationary period.

Employees whose hire date falls in July through December each year and are eligible for a step increase shall receive said increase effective with the first full pay in July each year after they have completed one (1) year of service, until they reach the maximum step.

Section 23.3. Qualified Correction Officers assigned to Court Security or Transport Officer shall receive a $.50 an hour stipend to their base rate of pay.

Corrections Officers temporarily assigned to court services will receive the $.50 an hour stipend if they are so assigned for more than two (2) consecutive days, including the first two (2) days.

Qualified Corrections Officers assigned to the position of Deputy 2 shall receive a $.50 an hour stipend to their base rate of pay. For those officers assigned to Court Security or Transport officer the combined stipend is one dollar ($1.00) per hour.

Section 23.4. Any bargaining unit employee who is specifically assigned by the Sheriff or designee as a Field Training Officer (FTO) for the entire shift or any part of the shift shall receive a stipend of ($.50) an hour for all hours worked on their shift. Correction Officers specifically assigned by the Sheriff or designee as Officer In Charge (OIC) for the entire shift or any part of the shift shall receive a stipend of fifty ($.50) an hour for all hours worked on their shift.

Section 23.5. Detectives assigned to be on-call will receive eight (8) hours of regular pay for each one (1) week of on-call, plus call-out pay when required to work. If a holiday falls during the week a Detective is assigned on-call, such Detective will receive an additional eight (8) hours of regular pay for being on-call during the holiday. However, only eight (8) hours of pay will be paid for each holiday. If two (2) Detectives split the on-call during a designated holiday they will also split the eight (8) hours holiday on-call premium pay. On-call pay may be banked until October of each year at which time it shall be paid out. The option to receive pay or bank the weekly on-call shall be at the employee's choice, at the time the pay sheet is submitted. Employees assigned as detectives may accumulate eighty (80) hours of compensatory time. In the event a detective accumulates more than eighty (80) hours of compensatory time, any future overtime hours will be compensated with overtime pay.

Section 23.6. Any bargaining unit employee who is specifically assigned by the Sheriff or designee as a Field Training Officer (FTO) or Office-In-Charge (OIC) for the entire shift or any part of the shift shall receive a stipend of fifty cents ($.50) an hour for all hours worked on their shift.

Section 23.7. Any bargaining unit employee who is specifically assigned by the Sheriff or designee as the "TAC Officer" in the Communication Division will receive a one dollar ($1.00) per hour stipend for all hours worked in such assignment. Any bargaining unit employee who is specifically assigned by the Sheriff or designee as the "Assistant TAC Officer" in the Communication Division will receive a fifty cents ($.50) per hour stipend for all hours worked in such assignment. Any bargaining unit employee who is specifically assigned by the Sheriff or designee as a SORN/Arson Officer shall receive a stipend of one dollar ($1.00) an hour for all hours worked in such assignment.

Section 23.8. Longevity:

Effective June 28, 2022, beginning the first day of the pay period within which an employee completes the required number of years of total service with the Employer, he/she will receive an automatic adjustment in his/her rate of pay equal to and in accordance with the following:

Ten (10) years of service:	One percent (1.0%)
Fifteen (15) years of service:	One and one-half percent (1½%)
Twenty (20) years of service:	Two percent (2%)
Twenty-five (25) years of service:	Two and one-half percent (2 ½%)

ARTICLE 24
HOLIDAYS

Section 24.1. Employees shall be entitled to compensation for the following recognized holidays:

New Year's Day	(1st Day of January)
Martin Luther King Day	(3rd Monday of January)
Presidents' Day	(3rd Monday of February)
Memorial Day	(As per the Ohio Revised Code)
Juneteenth Day	(19th Day of June)
Independence Day	(4th Day of July)
Labor Day	(1st Monday in September)
Veterans Day	(11th Day of November)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(4th Friday in November)
Christmas Eve Day (4 Hours)	(24th Day of December)
Christmas Day	(25th Day of December)
New Year's Eve (4 Hours)	(31st Day of December)

Non-continuous operations employees (defined as those employees who are scheduled to work Monday through Friday with Saturdays and Sundays off), shall observe holidays on the actual date of occurrence; provided, however, that when a holiday occurs on a Saturday, they shall observe it on the immediately preceding Friday, and when a holiday occurs on a Sunday, they shall observe it on the immediately succeeding Monday. Continuous operations employees (defined as those employees whose schedule is other than Monday through Friday with Saturdays and Sundays off) shall observe holidays on the actual date of occurrence. Deputies assigned as DARE Officers will be considered non-continuous employees during the designated school year and continuous employees during the summer months when regular school is not in session.

Section 24.2. As compensation for each of the holidays listed in Section 24.1 above, non-continuous operations employees shall ordinarily be scheduled off on the day of the holiday observance. If, however, a non-continuous operations employee is required to work on a holiday instead of being scheduled off, he shall receive one and one-half (1½) times his regular rate of pay for each hour actually worked in addition to holiday pay. In this event, such payment shall be made in the paycheck for the pay period in which the holiday occurred, or as soon thereafter as is practicable. Non-continuous operation employees shall not be required to work a holiday unless an emergency is declared.

Section 24.3. As compensation for each of the holidays listed in Section 24.1 above, continuous operations employees shall receive "holiday pay" (defined as the number of hours the employee

is regularly scheduled at straight-time pay for each holiday). Holiday pay shall be in addition to a continuous operations employee's regular salary. Holiday pay may be banked until October of each year at which point it shall be paid out. The option to receive pay or bank each Holiday shall be at the employee's choice, at the time the pay sheet is submitted.

Section 24.4. Any employee on an unpaid leave of absence or a disciplinary suspension on the date of observance of a holiday shall not be entitled to any form of holiday compensation. Employees absent from work on the date of observance of a holiday, or the day immediately preceding or following said date, which absence is purportedly for medical reasons, shall not receive holiday pay unless paid sick leave is granted for all such days by the Employer in accordance with Section 30.2.B of this labor Agreement.

Section 24.5. All continuous operation employees who work on a recognized holiday shall receive the number of hours they were scheduled (i.e., 8, 8.5, 10) as holiday pay in addition to one and one-half (1½) times their regular rate of pay for the hours scheduled to work on the holiday. If an employee works more than their scheduled hours on a holiday, they will receive two and one-half (2½) times their regular rate of pay for all hours worked beyond their scheduled hours on the holiday.

Section 24.6. Employees may elect to take compensatory time in lieu of pay for premium pay; however, the straight time holiday pay cannot be converted to compensatory time.

Section 24.7. Whenever the President of the United States declares a National Holiday and ORC 325.19 is amended, all bargaining unit members shall receive additional "Holiday Pay" as defined in Section 24.3 for that day.

ARTICLE 25
HEALTH INSURANCE

Section 25.1. The Employer shall offer to bargaining unit employees the same hospital, medical, major medical, life insurance, and other health insurance coverage that is offered to Preble County General Fund employees outside of the bargaining unit for the duration of this Agreement.

Section 25.2. The Employer shall pay the same monthly premium for bargaining unit employees as the County does for non-bargaining unit employees of the County’s general fund.

Section 25.3. The method of providing the above-described insurance coverage, and/or the choice of insurance carrier, shall be solely within the discretion of the Employer. The Employer shall, to the best of his ability, assist the FOP/OLC in obtaining a copy of any hospital, medical, major medical, and other health insurance policies covering bargaining unit employees upon the FOP/OLC's written request for such assistance.

ARTICLE 26
PROFESSIONAL LIABILITY INSURANCE

Section 26.1. The Employer agrees to defend and indemnify any employee from actions arising out of the lawful performance of his official duties.

ARTICLE 27
TRAVEL EXPENSE

Section 27.1. When an employee's duty requires him to travel outside of Preble County, the Employer shall reimburse the employee for all reasonable and necessary expenses incurred by the employee in the performance of his duty, including, but not limited to, mileage, meals, and lodging, upon presentation to the Employer of receipts showing the employee's payment for same. Meals shall not exceed fifty dollars ($50.00) per day total. The Employer shall transmit such receipts to the County Commissioner's office and to the County Auditor's office, to initiate the reimbursement process, as soon as practicable following the employee's presentation of them to the Employer.

ARTICLE 28
EQUIPMENT/CLOTHING

Section 28.1. The Employer shall supply, at no cost to the employees, all uniforms and equipment (including firearms, flashlights, uniforms, and shoes) required by the Employer, in quantities specified by the Employer, as reasonably needed by the employees. All such equipment shall conform to the Buckeye State Sheriff's Association standards as determined by the Sheriff. In the event that the Employer provides uniforms which require dry cleaning, the Employer shall either provide the dry cleaning service or a uniform maintenance allowance, as determined by the Sheriff.

Section 28.2. Where an employee supplies evidence that he has sustained damage to personal property while performing the duties of his assigned work, with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement to a maximum of one hundred dollars ($100.00) per employee per year, except prescription eye-wear shall be for actual cost. The employee shall present the personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's discretion.

Section 28.3. The Employer shall provide the facility and all materials and equipment for washing, waxing, and cleaning of the interior and exterior of all Sheriff's Department vehicles.

Section 28.4. Equipment and other items not issued or required by the Employer may be utilized or worn while on duty only with the prior permission of the Sheriff or his designee.

Section 28.5. Upon retirement under OPERS, except for a mental related disability, from the Preble County Sheriff’s Office, each retiree who in the performance of their daily duties carried an Employer’s issued firearm shall have the right to purchase same for one dollar ($1.00). The sheriff shall maintain a record of make, model, and serial number of said weapon in the name of

the retired deputy. The retiring employee will also be presented with an identification card that identifies him or her as a retired deputy sheriff. In the event that a new firearm is issued to a deputy and the retirement is known or pending, the older firearm will be kept by the County for the purpose of this article.

ARTICLE 29
VACATION

Section 29.1. Bargaining unit employees shall earn vacation leave according to their number of years of public service in Ohio as follows:

1. Less than one (1) year of service completed: no vacation. However, vacation time shall accumulate at a rate of 3.1 hours per pay period.

2. One (1) year of service, but less than eight (8) years completed: eighty (80) hours (ten [10] working days). Rate: 3.1 hours per pay period.

3. Eight (8) years of service, but less than fifteen (15) years completed: one hundred twenty (120) working hours (fifteen [15] working days). Rate: 4.6 hours per pay period.

4. Fifteen (15) years of service, but less than twenty-two (22) years completed: one hundred sixty (160) hours (twenty [20] working days). Rate: 6.2 hours per pay period.

5. Twenty-two (22) years or more of service but less than twenty-seven (27) years completed: two hundred (200) hours (twenty-five [25] working days). Rate: 7.7 hours per pay period.

6. Twenty-seven (27) years or more of service completed: two hundred forty (240) hours (thirty [30] working days). Rate: 9.2 hours per pay period.

Section 29.2. Any service with the state or any of its political subdivisions counts toward the years of service and will determine the amount of vacation to which the employee is entitled. Vacation credit accrues while on vacation, unpaid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave or disciplinary suspension. Prorated vacation credit is given for any part of a pay period. Forty (40) hours vacation credit is added at the completion of eight (8), fifteen (15), twenty-two (22), and twenty-seven (27) years of employment in addition to the increased rate of accrual.

Section 29.3. Vacation shall not be granted in increments of time that are less than eight (8) hours in duration. Vacation requests prior to the schedule being posted shall be made in writing by the employee to the employee's immediate supervisor by the first of the month in which the schedule is posted.

Absent unusual circumstances, vacation requests after the schedule is posted must be received by the employee's immediate supervisor at least five (5) days in advance. All benefit time

(vacation, comp time, personal leave) after the schedule is posted will be limited to four (4) days per month, per employee. Nothing contained herein shall prohibit the Sheriff or designee, from approving time off with less than the required notice, or more than the four (4) day limit, on a case-by-case basis.

Section 29.4. Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Department. Requests for vacation that are submitted at least sixty (60) days in advance of the requested time off will be approved, if possible, solely on the basis of order of application. Requests for vacation received by the immediate supervisor less than sixty (60) days in advance of the requested time off or after the schedule is posted, will be approved, if possible, based on seniority. Employees must give at least fourteen (14) days advance notice to cancel a scheduled vacation. Requests for vacation that are submitted at least sixty (60) days in advance will be approved and posted, or denied, within fourteen (14) days after submission.

Section 29.5. Employees may carry over earned vacation time for a period not to exceed three (3) years. Vacation credit in excess of three (3) years will be forfeited.

Section 29.6. When any employee resigns from the Sheriff's Department, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted leave of absence.

Section 29.7. Employees may elect to cash in one (1) week of their accumulated but unused vacation in October each year. Employees may elect to cash in two (2) weeks of their accumulated but unused vacation in October each year after fifteen (15) years of service.

ARTICLE 30
SICK LEAVE

Section 30.1. Sick leave shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status. Unused sick leave shall accumulate without limit. Sick leave shall be charged in minimum units of one (1) hour.

Section 30.2.

A. Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor within two (2) hours (unless extenuating circumstances prohibit) prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor. Failure to notify the Employer shall result in the employee forfeiting any rights to pay for that day and may subject the employee to discipline.

B. Evidence Required for Sick Leave Usage. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave which describes the nature of the illness or injury. In addition:

1. When an employee requests paid sick leave for medical appointments or for an absence of three (3) consecutive days or more, the employee may furnish written

certification from a physician, dentist, or other licensed medical practitioner stating the nature of such appointment and/or medical condition, and that such appointment and/or medical condition required the employee to be absent from work on all days in question.

2. When an employee requests paid sick leave for the date of observance of a holiday, or the day immediately preceding and/or following such date, the Employer may require the employee to furnish written certification from a licensed medical practitioner described in Section 30.2 (B)(1) above, prior to being granted sick leave.

Falsification of an application for sick leave form, a medical practitioner's written certification, or any other supporting evidence (written or verbal) shall be grounds for disciplinary action, up to and including discharge.

C. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.

2. Death of a member of his immediate family (sick leave usage limited to time actually required to attend funeral, make necessary funeral arrangements, and to take care of related matters. Maximum usage is limited to five (5) working days). Death of a relative not listed in (D) below shall be granted sick leave usage of one (1) day to attend the funeral and/or the viewing.

3. Medical, dental, or optical examination or treatment of employee or a member of his immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours.

4. If a member of the immediate family is afflicted with a contagious disease, or requires the care and attendance of the employee; or if, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

5. Pregnancy and/or childbirth and other conditions related thereto. Spouses will be limited to fourteen (14) calendar days for paternity leave.

D. For the purpose of this article, the definition of immediate family shall be mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian, or other persons who stands in the place of a parent (loco parentis).

E. Unauthorized Uses. It is the policy of the Employer to take corrective and/or disciplinary action for unauthorized use of sick leave and/or abuse of sick leave. Unauthorized use of sick leave shall include the following:

1. failure to properly notify supervisor of medical absence;

2. failure to complete standard sick leave form;

3. failure to provide physician verification when required;

4. fraudulent physician verification;

5. misuse of sick leave by using sick leave for purposes other than intended;

6. failure to comply with the terms of this policy;

7. pattern abuse; (examples include):

    a. Before, and/or after weekends or days off;

    b. Continued pattern of maintaining zero (0) or near zero (0) leave balances;

    c. Excessive absenteeism.

When unauthorized use, or abuse of sick leave is substantiated, the Sheriff will effect corrective and progressive discipline.

F. Medical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. The employee may also choose to be examined by his own licensed physician at his own expense. If the employee's physician diagnosis defers from the Employer's physician, the two (2) physicians shall select a third physician and his diagnosis shall be binding. If found not qualified, the employee may be placed on sick leave, leave without pay, or family medical leave. The cost of such examination shall be paid by the Employer, and the physician will send the Employer the results of the examination.

Section 30.3. Use of sick leave on more than five (5) separate occasions excluding sick leave used for pre-approved medical appointments of four (4) hours or less scheduled and approved at least twenty-four (24) hours in advance, in any twelve (12) month period shall result in the first full day of the sixth (6^{th}) absence and the first full day of any subsequent absences being unpaid. If an employee or a member of the employee's "immediate family," as defined in Section 30.2 herein but is not a member of the FML immediate family, undergoes a system of regular treatments at a hospital, clinic, or physician's office, those treatment visits will be considered as one (1) occurrence provided, in advance of the second visit, the Employer is presented a copy of the physician's statement ordering the schedule of the treatments. Sick leave used due to a death in the employee's family (both definitions) as defined in Section 30.2 herein, shall not count as an occurrence. Any employee who is hospitalized shall not have such period of leave considered in determining whether the employee is abusing sick leave benefits. The implementation of this section does not preclude the right of the Employer to discipline an employee for the abuse of sick leave, to require a statement from the employee's physician, or to have the employee

examined by a physician. Any use of sick leave which is allowed under FML shall not count as an occasion only if the employee has submitted a certification from a health care provider to support the employee's need for FML. Such medical certification will be considered incomplete and insufficient if one or more of the applicable entries on the form have not been completed, or if the information provided is vague, unclear, or non-responsive. The Employer will require the health care provider to complete the proper form which can be found at www.dol.gov/whd/fmla. The proper form for an employee's own serious health condition is WH-380-E, and the proper form for the employee to care for a family member's serious health condition is WH-380-F. The employee is responsible for paying for the cost of the medical certification and for making sure the certification is provided to the Employer.

Any non-probationary employee who does not use sick leave during the first three (3) months of any calendar year shall receive one (1) days' pay at the employee's regular rate of pay. Any non-probationary employee who does not use sick leave during the second three (3) month period of any calendar year shall receive one (1) days' pay at the employee's regular rate of pay. Any non-probationary employee who does not use sick leave during the third three (3) month period of any calendar year shall receive one (1) days' pay at the employee's regular rate of pay. Any non-probationary employee who does not use sick leave during the fourth three (3) month period of any calendar year shall receive one (1) days' pay at the employee's regular rate of pay. This process shall continue throughout this Agreement. However, employees who do not use any sick leave for two (2) of the four (4) three (3) month periods in any calendar year, may elect to receive one (1) additional personal leave day in lieu of the one (1) day's pay. Such personal leave days must be used in combination with, and according to the limitations described, in Article 32 (Personal Leave Days), Section 32.2.

For those bargaining unit employees working non-continuous assignments during the work period in question (e.g., Court Services, Detective, etc.), the sick leave used for pre-approved medical appointments of four (4) hours or less scheduled and approved at least twenty-four (24) hours in advance referenced in paragraph one (1) of Section 30.3 shall not count against the earning of personal days pay or leave described in paragraph two (2) of this section.

Section 30.4. An employee with more than ten (10) years of service with the Employer who retires from active service shall be paid for twenty-five percent (25%) of the value of his accrued but unused sick leave, up to a maximum payment of thirty (30) days.

Section 30.5. Employees who don't use any sick leave for the entire calendar year shall receive one (1) personal day. Personal days may be used in accordance with Article 32. Employees failing to use his personal day will not have it deducted from their accrued balance.

Section 30.6. Employees who call off sick will not be permitted to change the time off from sick time to another benefit time (i.e. vacation or comp time) when they return from the leave, unless the time off was pre-approved.

Section 30.7. Sick Leave Donation: Employees may donate sick leave to fellow employees with a serious illness who have no accrued paid leave. Donating employees must maintain not less than one hundred fifty (150) hours of sick leave in their bank to be eligible to donate. If the employee does not use all the donated sick leave, any remaining balance will be returned to

employees on a pro-rated basis. The Sheriff retains sole discretion to approve or not approve sick leave donation on a case-by-case basis. Employees may have sick leave donated to them only for a serious health condition, or for a serious health condition of a member of their immediate family, as defined by FMLA.

ARTICLE 31
LEAVES OF ABSENCE

Section 31.1. Leaves Without Pay.

Employees may be granted the following types of unpaid leaves of absence:

A. Personal Leave. The Employer may grant a leave of absence to any employee for a maximum duration of three (3) months for any personal reasons of the employee including medical disability.

B. Employer Required Disability Leave. The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the substantial duties of his position. An employee found to be physically or mentally unable to perform the substantial duties of his position by such physician shall be placed on Disability Leave and be eligible for reinstatement for up to one (1) year from the date of separation.

C. Insurance Premiums During Leaves. When an employee has been granted a personal leave for medical reasons, a disability leave, a maternity leave, or a military leave, the Employer shall continue its contribution to the employee's health insurance benefit plan for a period of thirty (30) calendar days from the date of the approval of the leave.

D. Family and Medical Leave. Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy.

Section 31.2. Leaves With Pay.

Employees may be granted the following types of paid leaves of absence:

A. Court Leave. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness in a non-work-related matter during on-duty hours, by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be refused by the employee unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. It is

not proper to pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to, criminal or traffic charges against the employee, domestic relations matters to which the employee is a party, appearing as directed with a juvenile, etc. These absences would be leave without pay, vacation, or compensatory time at the discretion of the employee. An employee shall request prior approval for court leave in order for such leave to be granted.

B. Educational Leave and Tuition Reimbursement. An employee may be permitted leave with pay to attend classes, conferences, workshops, or educational meetings on topics pertinent to the mission of the Employer or to the employee's current duties with the Employer. All requests for such educational leave require the advance approval of the Sheriff or his designee. An employee shall not receive payment for wages for more than their regularly scheduled shift per day at his regular rate of pay while attending any such educational function, however, employees driving to and from seminars and or training on the same day will have such total driving time count as hours worked, unless housing has been provided. Bargaining unit employees may request, and be approved, at the discretion of the Sheriff, to be reimbursed for the cost of tuition to obtain their Law Enforcement Certification. However, since this certification is not required for their current position, the time spent in class will not be considered hours of work. Such reimbursement shall only be paid upon successful completion of OPOTC testing.

The Employer shall establish a fund from which employees may be reimbursed for the cost of authorized tuition. The Employer shall budget one thousand dollars ($1000) each year for this fund to be used collectively by all employees. Employees receiving tuition reimbursement pursuant to this section will re-pay such tuition on a pro-rated basis if they leave the employ of the Sheriff’s Office within two (2) years after completion of such class. This reimbursement is limited to those courses which are job-related and approved in advance by the Sheriff or his designee which may include OPOTA certification. In order to be eligible for reimbursement, the employee must "pass" under a pass-fail system or receive a grade of "C" or better. Employees may request that the cost of tuition be advanced under this provision. If the employee should fail, receive less than a grade of "C," resign, or be removed from his position, the Employer may withhold the cost of tuition from the employee's pay. Employees authorized to attend OPOTA certification shall be relieved from working overtime during the course of the training so as not to be removed from the course.

C. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence without loss of pay from their respective duties for such time as they are in the military service on field training or active duties for periods not to exceed a total of twenty-two (22) workdays in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which military leave may be granted in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed above will be granted unpaid emergency leave for

mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency.

Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States or an act of Congress are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

1. the difference between the employee's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;

2. five hundred dollars ($500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

Section 31.3. Granting of Leaves.

A. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

B. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.

D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.

ARTICLE 32
PERSONAL LEAVE DAYS

Section 32.1. All employees shall be granted three (3) personal leave days per calendar year, provided that the granting of such days does not interfere with the efficient operation and staffing requirements of the Department. New hires receive one (1) personal leave day their first year of

employment, after six (6) months of employment. After completion of one (1) year of service, new hires will receive one (1) additional personal leave day for each four (4) months of completed service for the remainder of that calendar year. They will then receive three (3) personal leave days for the calendar year which follows completion of their initial probationary period. Personal leave may not be used in less than one-half (1/2) workday increments. All benefit time (vacation, comp time, personal leave) off after the schedule is posted will be limited to four (4) days per month, per employee. Nothing contained herein shall prohibit the Sheriff or designee from approving personal leave with less than the required notice, or more than the four (4) day limit, on a case-by-case basis.

Section 32.2. Personal leave days shall be straight time days and shall be used within the calendar year earned by November 15 (excluding 1 day which may be used between November 16 and December 31 of that year) and shall not accumulate from year-to-year, nor shall personal leave be compensated for in any manner if not used. However, the one (1) personal leave day which may be used between November 16 and December 31 of that year, that has been requested and denied, may be carried into the next calendar year but must be used prior to April 1.

Section 32.3. Personal leave must be requested in writing to the Sheriff or designee no later than forty-eight (48) hours prior to the requested commencement of such leave and must be approved by the Employer no later than twenty-four (24) hours in advance of the requested commencement of such leave.

ARTICLE 33
OCCUPATIONAL INJURY LEAVE

Section 33.1. As used in this Article, "occupational injury" means an injury incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which injury is not the result of "horseplay," negligence, recklessness, or self-infliction by the employee. "Occupational Injury" shall not include:

1. Psychiatric and/or psychological conditions except where the conditions have arisen from an occupational injury or occupational illness, as these terms are defined in this Article;

2. Injury or disability caused primarily by the natural deterioration of tissue, an organ, or part of the body;

3. Injury or disability incurred in voluntarily participation in an Employer-sponsored recreation or fitness activity if the employee signs a waiver of his right to compensation or benefits under Chapter 4123 of the Ohio Revised Code prior to engaging in the recreation or fitness activity.

Section 33.2. As used in this Article, "occupational illness" means an illness or disease contracted in the course of employment, as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which illness or disease, by its causes and the characteristics of its manifestation or the condition of the employment, results in a hazard which distinguishes the employment in character from employment generally, and the

employment creates a risk of contracting the illness or disease in greater degree and in a different manner than the public in general. "Occupational illness" shall not include:

1. Illnesses or diseases considered common or routine among the general public (e.g., colds, flu, chicken pox, etc.).

Section 33.3. In the event that an employee sustains an occupational injury or contracts an occupational illness or disease, as defined above, and upon that employee's application, the Employer may grant the employee, beginning on the eighth (8th) calendar day of absence, Occupational Injury Leave with full pay for a period of up to, but not exceeding, ninety (90) workdays. The authorization of Occupational Injury Leave is a matter of administrative discretion, and the Employer will decide in each individual case if Occupational Injury Leave is to be granted. The granting of an Occupational Injury Leave (OIL) shall not be unreasonably denied. The Employer, at his sole discretion, may extend an OIL. The Employer's failure to extend an OIL shall not be subject to the grievance procedure.

Section 33.4. An employee applying for Occupational Injury Leave hereunder shall authorize the release to the Employer of all medical information pertinent to the occupational injury or illness possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 33.5. An employee applying for Occupational Injury Leave hereunder shall file the appropriate claim with the Ohio Bureau of Workers' Compensation for medical benefits only, and not lost income benefits. This ninety (90) workdays is fully paid by the Employer, and is in lieu of Workers' Compensation.

In the event Occupational Injury Leave is granted but the claim is denied by Workers' Compensation, the employee shall revert to paid leave status, and shall be charged with sick leave, compensatory time, and/or vacation leave for all time paid by the Employer for Occupational Injury Leave.

If the employee has insufficient paid leave time accrued to reimburse the Employer in this manner, the employee shall promptly reimburse the Employer in cash for all time paid by the Employer for Occupational Injury Leave, and the employee shall be deemed to have been on an unpaid leave of absence, pursuant to and in accordance with Section 31.1(A) of this Agreement, from the date of expiration of his paid leave benefits.

Section 33.6. In lieu of granting Occupational Injury Leave, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician.

ARTICLE 34
RULES AND REGULATIONS

Section 34.1. The FOP/OLC recognizes that the Employer, in order to carry out its statutory mandates and goals as expressly limited herein, has the right to promulgate work rules,

regulations, polices, and procedures consistent with the Employer's statutory authority to regulate the conduct of employees in the workplace and the conduct o the Employer's services and programs.

Section 34.2. The Employer recognizes that no work rules, regulations, policies, nor procedures shall be established or maintained that are in violation of any expressed terms of this Agreement.

Section 34.3. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Chief Deputy or the training officer, or by the use of outside vendors for the conduct of awareness training.

Section 34.4. Subject to the specific rights retained by the Employer in this Agreement, the Employer recognizes its legal obligation under O.R.C. Chapter 4117 to bargain with the FOP prior to implementation of any changes in wages, hours, or other terms and conditions of employment applicable to members of the bargaining units. Prior to implementing new or changed work rules, policies, or other changes that materially affect wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union seven (7) days in advance of the effective day of implementation. If the Union requests to bargain over such a change within the notice period, the Employer and the Union will negotiate in good faith. If the Employer and the Union bargain to impasse, the parties may submit the issues to fact-finding and conciliation in accordance with ORC 4117.14. However, if the change is not a topic of bargaining under RC Chapter 4117, or in the case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give a seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so if time permits, without waiving its rights.

Section 34.5. Whenever practical, the Employer agrees to notify the Union in advance of any changes in the employment relationship that may affect the FOP or its members through the labor-management committee. The notification is not to constitute an abridgement of management's rights to make changes that it deems necessary. Decisions to change policy and procedures that do not directly affect wages, hours, and other terms and conditions of employment are not subject to the grievance procedure.

ARTICLE 35
WAIVER IN CASE OF EMERGENCY

Section 35.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer;

1. Time limits for the processing of grievances; and
2. Work rules and/or agreements and practices relating to the assignment of employees.

Section 35.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 36
SEVERABILITY

Section 36.1. This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 36.2. The parties agree that, should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 37
DURATION

Section 37.1. This Agreement shall be in effect June 28, 2022 through December 31, 2024, unless otherwise modified, amended, or terminated as provided herein below. Pursuant to Section 23.1, for wages for the period of January 1, 2024-December 31, 2024, the Employer or the Union has the option to re-open the labor agreement on Article 23 (Wages) only. If the Employer or the Union wishes to re-open wages for the January 1, 2024-December 31, 2024 period, it shall give electronic means or service notification of such intent to the other party no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to December 31, 2024.

Section 37.2. If either party desires to modify, amend, or terminate this Agreement, or to negotiate a successor agreement (other than the wage re-opener, described in Section 37.1, above), it shall give electronic means or service notification of such intent to the other party no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to the expiration of this Agreement. In the event no such timely notification is given, this Agreement shall automatically renew for periods of one (1) year, with the notification period always being no earlier than 120 days, nor later than ninety (90) days prior to the expiration of said Agreement in any renewal year. Such notification shall be by electronic means or service. The parties shall commence negotiations within two (2) calendar weeks upon receiving such notification.

Section 37.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and FOP/OLC, and all prior Agreements, practices, and policies, either oral or written, are hereby canceled. Therefore, the Employer and the FOP/OLC each, for the life of this

Agreement, voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 37.4 If future negotiations proceed to fact-finding and/or conciliation, the parties agree that notwithstanding any contrary provision in R.C. 4117.14(G)(11), that the fact-finder and/or conciliator shall have the option to determine that rates of compensation and other matters with cost implications may be retroactive to January 1, 2024 for the wage re-opener described in Section 37.1 and to January 1, 2025 for a successor agreement.

APPENDIX A

PAYROLL DEDUCTION FORM

I, _____ hereby authorize the Preble County Payroll Clerk to deduct from my wages dues in the amount of $_____ per month as a bargaining unit member of the Preble County Sheriff's Office.

The dues will become the property of the Fraternal Order of Police of Ohio/Ohio Labor Council, Inc.

Signed:_____ Date_____

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET
COLUMBUS, OHIO 43215-4611
1 (614) 224-5700
FAX 1 (614) 224-5775
1-800-FOP-OLCI

FILLING OUT THIS FORM DOES NOT CONSTITUTE FILING OF THE GRIEVANCE. YOU MUST FOLLOW THE GRIEVANCE PROCEDURE IN YOUR CONTRACT.

O.L.C. Unit:_____ Employer:_____
O.L.C. Grievance No.:_____ Address:_____
Phone No.:_____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form must be sent to the O.L.C. Office - IMMEDIATELY

Please have your Associate call your Staff Representative when filing a grievance

Name of Grievant:_____ Badge No:_____
Home Address_____ Phone No:_____
Classification:_____ Assignment:_____
Shift:_____ Date of Appointment:_____
Immediate Supervisor at time of incident:_____
O.L.C. Representative:_____ Date and time:_____
Grievance first discussed with:_____ Date and time:_____
Article and section number of contract violation:_____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

_____
_____
_____
_____
_____

Remedy requested:

_____
_____
_____

Grievant's signature:_____ Date and time:_____

STEP ONE

Received by:_____ Date and time:_____
Respondent's Name and Title

Date of meeting:_____ Time:_____ Place:_____
Step one response:_____

_____
_____

_____ _____
Respondent's Signature and Title Date and Time

Received by:_____ _____
Grievant's Signature Date and Time

ANSWER IS: Accepted:_____ Rejected:_____

STEP TWO (if applicable)

Received by:_____ Date and time:_____
Respondent's Name and Title

Date of meeting:_____ Time:_____ Place:_____

Step two response:_____

_____

_____

_____

_____

_____ _____
Respondent's Signature and Title Date and Time

Received by:_____ _____
Grievant's Signature Date and Time

ANSWER IS: Accepted:_____ Rejected:_____

STEP THREE (if applicable)

Received by:_____ Date and time:_____
Respondent's Name and Title

Date of meeting:_____ Time:_____ Place:_____

Step three response:_____

_____

_____

_____

_____

_____ _____
Respondent's Signature and Title Date and Time

Received by:_____ _____
Grievant's Signature Date and Time

ANSWER IS: Accepted:_____ Rejected:_____

STEP FOUR (if applicable)

Received by:_____ Date and time:_____

Respondent's Name and Title

Date of meeting:_____ Time:_____ Place:_____

Step four response:_____

_____

_____

_____

_____ _____

Respondent's Signature and Title Date and Time

Received by:_____ _____

Grievant's Signature Date and Time

ANSWER IS: Accepted:_____ Rejected:_____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____ _____

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto, by their authorized representatives, have executed this Agreement on this 6th day of June, in the year 2022.

FOR THE PREBLE COUNTY COMMISSIONERS:

Rachael Vonderhaar

Adam Craft

David Haber

PREBLE COUNTY SHERIFF:

Michael Simpson

APPROVED AS TO FORM:

Martin P. Votel, Preble County Prosecutor

APPROVED AS TO CONTENT:

Brett A. Geary
Labor Relations Consultant

FOR THE FOP/OLC:

Tom Fehr, Staff Representative

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member