

# Resolution

Number 23-0001

Adopted Date January 03, 2023

APPOINT SHANNON JONES AS PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS AND DAVID YOUNG AS VICE-PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED, to appoint Shannon Jones as President of the Board of County Commissioners and David Young as Vice-President of the Board of County Commissioners.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Commissioners file  
Department Heads  
Bruce McGary

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0002

Adopted Date January 03, 2023

## ESTABLISH MEETING DAYS AND TIMES FOR THE WARREN COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, to establish Tuesday at 9:00 A.M. and the 2<sup>nd</sup> and 4<sup>th</sup> Thursday at 5:00 P.M. as the regular session meetings of the Board of County Commissioners, Warren County, Ohio; and

BE IT FURTHER RESOLVED, that regularly scheduled meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday will only be held "as necessary" and are subject to cancellation; and


BE IT FURTHER RESOLVED, to establish Tuesday at 8 A.M. and Thursday at 4 P.M. as the time that the Board may hold executive session on an as needed basis.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Grossmann – yea  
Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

tao/

cc: Commissioners' file  
Press

# Resolution

Number 23-0003

Adopted Date January 03, 2023

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE  
FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY  
COMMISSIONERS ASSOCIATION OF OHIO IN 2023

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

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

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

NOW THEREFORE BE IT RESOLVED that Shannon Jones, President of the Board is designated as the Official Voting Representative of Warren County; and

BE IT FURTHER RESOLVED that Tom Grossmann, Commissioner is designated as the Alternate Voting Representative of Warren County.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

/tao

cc: CCAO (file)  
Appointments file  
Laura Lander

# Resolution

Number 23-0004

Adopted Date January 03, 2023

## APPROVE APPOINTMENTS AND REAPPOINTMENTS TO VARIOUS BOARDS AND COMMITTEES

BE IT RESOLVED, to approve the following appointments or reappointments:

### APIARY INSPECTOR

Jeff Harris Reappointment to expire December 31, 2023

### CHILD ABUSE AND NEGLECT PREVENTION REGIONAL ADVISORY BOARD

Tanya Sellers Reappointment to expire March 7, 2024  
Warren County Children Services

Roy Lutz Reappointment to expire March 7, 2024  
Safe on Main (formerly ARCS)

### ELDERLY SERVICES ADVISORY COMMITTEE

David Gully Reappointment to expire December 31, 2025

### FAMILY SERVICES PLANNING COMMITTEE

Dawna Fogarty (replaces Aaron Reid) Term – Indefinite  
Warren County Community Services

Shawna Jones (replaces Susan Walther) Term – Indefinite  
Warren County Children Services

### FRANKLIN REGIONAL WASTEWATER TREATMENT PLANT CORP. BD OF DIRECTORS

Chris Brausch Reappointment to expire December 31, 2025  
Warren County Sanitary Engineer

### LAW LIBRARY RESOURCES BOARD

Marlene (Molly) Guth Reappointment to expire December 31, 2027

### METROPOLITAN HOUSING AUTHORITY

Matt Fetty Reappointment to expire February 18, 2027  
OhioMeansJobs Warren County

**OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS**

Commissioner David G. Young                      Reappointment to expire December 31, 2013  
  
Martin Russell (alternate to D. Young)  
Deputy County Administrator

**REGIONAL PLANNING COMMISSION**

Commissioner Tom Grossmann                      Reappointment to expire December 31, 2023  
  
Commissioner Shannon Jones                      Reappointment to expire December 31, 2023

**REHAB BOARD**

Barney Wright    Reappointment to expire December 31, 2023  
  
Matt Nolan    Reappointment to expire December 31, 2023  
  
Gary Hubbs    Reappointment to expire December 31, 2023  
  
Tiffany Zindel    Reappointment to expire December 31, 2023  
  
Chris Brausch    Reappointment to expire December 31, 2023  
  
Kurt Weber    Reappointment to expire December 31, 2023  
  
Jim Aumann    Reappointment to expire December 31, 2023

**TRANSPORTATION IMPROVEMENT DISTRICT**

Tiffany Zindel,    Reappointment to expire December 31, 2024  
Warren County Administrator  
  
Eric Hansen,    Reappointment to expire December 31, 2024  
Mason City Manager  
  
Neil Tunison,    Reappointment to expire December 31, 2024  
Warren County Engineer  
  
Chris Pozzuto,    Reappointment to expire December 31, 2024  
Springboro City Manager  
  
Eric Reiners,    Reappointment to expire December 31, 2024  
Deerfield Township Administrator

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

lkl/

cc:	Appointments File	RPC (file)
	Appointees	OGA (file)
	Apiary file	Children Services (file)
	Elderly Services (file)	ODNR (Apiary)
	Human Services (file)	Water/Sewer (file)
	Law Library (file)	Metropolitan Housing (file)
	OKI (file)	Engineer (file)
	L. Lander	Bruce McGary

# Resolution

Number 23-0005

Adopted Date January 03, 2023

HIRE KRISTA WRIGHT AS ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Krista Wright, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #10, \$17.60 per hour, under the Warren County Job and Family Services compensation plan, effective January 23, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Human Services (file)  
K. Wright's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-0006

Adopted Date January 03, 2023

HIRE KRISTINA ELTZROTH AS ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Kristina Eltzroth, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #10, \$17.60 per hour, under the Warren County Job and Family Services compensation plan, effective January 23, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Human Services (file)  
K. Eltzroth's Personnel file  
OMB – Sue Spencer



# Resolution

Number 23-0007

Adopted Date January 03, 2023

ACCEPT RESIGNATION OF LESLI HOLT, EMERGENCY MANAGEMENT OPERATIONS MANAGER, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JANUARY 10, 2023

BE IT RESOLVED, to accept the resignation of Lesli Holt, Emergency Management Operations Manager, within the Warren County Emergency Services Department, effective January 10, 2023

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Emergency Services (file)  
L. Holt's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0008

Adopted Date January 03, 2023

ACCEPT RESIGNATION OF TRISHA SHULZ FOSTER CARE/ADOPTION CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JANUARY 13, 2023

BE IT RESOLVED, to accept the resignation, of Trisha Shulz, Foster Care/Adoption Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective January 13, 2023.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Children Services (file)  
T. Schulz's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 23-0009

Adopted Date January 03, 2023

**SET PUBLIC HEARING TO CONSIDER AMENDMENT TO THE WARREN COUNTY  
COMPREHENSIVE PLAN TO INCLUDE THE 2022 DEERFIELD TOWNSHIP  
COMPREHENSIVE PLAN**

BE IT RESOLVED, to set the public hearing to consider an amendment to the Warren County Comprehensive Plan to include the 2022 Deerfield Township Comprehensive Plan; said public hearing to be held January 24, 2023, at 9:15 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

/tao

cc: RPC  
RZC (file)  
Public Hearing file  
Deerfield Township Trustees

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0010

Adopted Date January 03, 2023

## ADVERTISE FOR BIDS FOR THE HUNTER SEWER SYSTEM IMPROVEMENTS PROJECT

BE IT RESOLVED, to advertise for bids for the Hunter Sewer System Improvements Project for the Warren County Water and Sewer Department; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of January 29, 2023; bid opening to be March 2, 2023 @ 11:00 a.m.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 23-0011

Adopted Date January 03, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO OUTDOOR ENTERPRISE, LLC FOR THE FORCE MAIN CLEANING – MORROW TO RIVER’S BEND PROJECT

WHEREAS, bids were closed at 11:00 a.m., on December 15, 2022, and the bids received were opened and read aloud for the Force Main Cleaning – Morrow to River’s Bend Project, and the results are on file in the Commissioners’ Office; and

WHEREAS, upon review of such bids by Chris Brausch, Sanitary Engineer, Outdoor Enterprise, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to Outdoor Enterprise, LLC, 3655 West State Route 571, Troy, Ohio 45373, for a total bid price of \$760,000.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 23-0012

Adopted Date January 03, 2023

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO ENTER INTO CONTRACT NEGOTIATIONS WITH MAINTSTAR, INC. FOR THE PURCHASE OF ASSET AND WORK ORDER MANAGEMENT SOFTWARE SYSTEM FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, with the adoption of Resolution 22-1084 on July 19, 2022, the Warren County Board of County Commissioners approved the issuance of a request for proposals to interested firms for the Purchase of Asset and Work Order Management Software; and

WHEREAS, the Commissioner appointed evaluation committee has reviewed the proposals and conducted post-proposal interviews of the top ranked firms to allow the firms an opportunity to clarify and respond to questions, and upon further discussions has reached consensus regarding the ranking of the proposals based on best value; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners accept the evaluation and rankings which are attached and included and further authorize the Water and Sewer Department to enter into contract negotiations with the best valued firm, MaintStar, Inc.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Water/Sewer (file)  
Bid File  
Project File

# Resolution

Number 23-0013

Adopted Date January 03, 2023

AMEND RESOLUTION #22-1833, IN PART, BY RESCINDING THE AWARD OF BID TO ALEXANDER CHEMICAL CORPORATION FOR THE HYDROFLUOROSILICIC ACID AND SODIUM BISULFITE PORTIONS OF THE 2023 WATER TREATMENT PLANT CHEMICALS PROJECT AND AWARD THOSE PORTIONS OF THE PROJECT TO WATER SOLUTIONS UNLIMITED AND BRENNTAG MID-SOUTH INC

WHEREAS, bids were closed at 9:15 a.m., on November 30, 2022, and the bids received were opened and read aloud for the 2023 Water Treatment Chemicals Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Zeiher, Business Manager, Chemicals Inc. USA and Alexander Chemical Corporation were determined to be the lowest and best bidders; and

WHEREAS, on December 6, 2022, this Board adopted Resolution #22-1833 to award bid to Chemicals Inc. USA and Alexander Chemical Corporation for the 2023 Water Treatment Chemicals Project

WHEREAS, upon notification from Alexander Chemical Corporation, it was determined Alexander Chemical Corporation submitted an incorrect price quote for the minimum amount of chemicals listed in the specifications of the bid document; and

WHEREAS, the correct price quote resulted in two new vendors securing the lowest and best price for chemicals; and

WHEREAS, the Water and Sewer Department recommends changing the bid award from Alexander Chemical Corporation to the lowest priced vendors, Water Solutions Unlimited and Brenntag Mid- South, Inc. ; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #22-1833, in part, by rescinding the award of bid to Alexander Chemical Corporation for the 2023 Water Treatment Plant Chemicals Project; and

BE IT FURTHER RESOLVED, to award bid to Water Solutions Unlimited, 8824 Union Mills Drive, Camby, Indiana 46113, for a bid price of \$.36 per bulk pound of Hydrofluorosilicic Acid and to Brenntag Mid- South, Inc., 324 East Yusen Drive, Georgetown, Kentucky 40324 for a bid price of \$.228 per bulk pound of Sodium Bisulfite; and

BE IT FURTHER RESOLVED, that the bid award to Chemicals Inc. USA remains unchanged.

RESOLUTION #23-0013  
JANUARY 03, 2023  
PAGE 2

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: c/a—Alexander Chemical Corporation  
Water/Sewer (file)  
OMB Bid file



# Resolution

Number 23-0014

Adopted Date January 03, 2023

APPROVE AND ENTER INTO AN AGREEMENT WITH VESTIGE GROUP, LLC ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an agreement with Vestige Group, LLC for GPS Services on behalf of the Warren County Department of Children Services; copy of agreement is attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

jc/

cc: c/a—Vestige Group, LLC  
Children Services (file)



**VESTIGE GPS VENDOR SERVICES AGREEMENT | P.O. Box 1107 Waxhaw, NC 28173**

Order Date: 11/1/2022	P.O. Number	Vestige Salesperson Name: Michael Forbes	Region:
Legal Business Name: Warren County Board of Commissioners, on behalf of Warren County Children Services		DBA:	Business Phone: 513.695.1699
<i>Please provide a list of the equipment to be installed at multiple shipping or installation addresses.</i>			
Business Address: 416 S. East Street		Shipping Address:	
City: Lebanon	State: OH	Zip Code: 45036	City: State: Zip Code:
Accounts Payable/Contact (if different than Officer/Owner)		Email:	Phone:
Installation Contact (if different than Officer/Owner)		Email:	Phone:

MONTHLY FEES	QUANTITY	DESCRIPTION	Monthly per unit	Monthly TOTALS
	10	Service & Live Monitoring for Personal Tracking Devices	\$34.99	\$349.90
<i>Total Monthly Amount:</i>				\$349.90

Agreement Length (the "Service Term"): 36 Months  
This agreement is non-cancellable. The signer asserts that all actions required to authorize the execution of this agreement on behalf of the Customer have been taken and that any manager, purchasing agent or person of similar authority is authorized to sign any other documentation necessary by provider in regards to this agreement.

MONTHLY FEES (per 0.2 units)	QUANTITY	DESCRIPTION	AMOUNT	EXTENDED PRICE
	10	Personal Tracking Devices w/Holster/Lanyard	2,699.90	
<i>Total Cost of Time Fees:</i>				\$26,999.00
<b>All Totals Exclude Applicable Taxes and Fees</b>				

Installation Notes:  
N/A

The Vestige Group LLC provides on-line training, periodic upgrades to subscription services, and technical support at no additional charge for the duration of the contract. In the event that the tracking unit malfunctions or is defective, through no fault of the customer, The Vestige Group LLC will replace the unit at no additional charge at a time and place mutually convenient to the Customer and The Vestige Group LLC.

THE RIGHTS AND OBLIGATIONS OF THE VESTIGE GROUP LLC AND CUSTOMER ARE SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS AGREEMENT AND INCORPORATED HEREBY BY THIS REFERENCE. PLEASE READ THE TERMS AND CONDITIONS BEFORE SIGNING THE AGREEMENT. BY SIGNING BELOW YOU ARE ACCEPTING THE TERMS OF THE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS INCORPORATED HEREIN. THE VESTIGE GROUP LLC ACCEPTANCE OF CUSTOMER'S ORDER IS SUBJECT TO CREDIT APPROVAL AND SIGNATURE ON THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE OF THE VESTIGE GROUP LLC.

Customer Name: <b>Shawna Jones</b>	Title: <b>Director</b>	Authorized: The Vestige Group LLC Representative: <b>Carol Haynes</b>	Title: <b>Director</b>
Signature: <i>Shawna Jones</i>	Date: <b>12-22-22</b>	Signature: <i>Carol Haynes</i>	Date: <b>12/5/22</b>
Customer Name: <b>Sharon Jones</b>	Title: <b>President</b>		
Signature: <i>Sharon Jones</i>	Date: <b>1-3-23</b>		
Customer Name:	Title:		
Signature:	Date:		

**APPROVED AS TO FORM**

*Kathryn M. Horvath*  
**Kathryn M. Horvath**  
 Asst. Prosecuting Attorney

**A. GENERAL TERMS AND CONDITIONS**

The Terms and Conditions (the "Terms") of this Agreement (the "Agreement") together with each Services Order Form govern all contracts for the sale of services (the "Services") by Vestige Group, LLC (which for purposes herein shall include its affiliates) to the Customer, all other terms, conditions, terms sheets, order forms or purchase orders are excluded unless agreed explicitly in writing by a nonblank modification addendum authorized by Vestige Group, LLC. Execution of the Services Order Form by the customer, whether in writing, on the Internet, or by e-mail shall mean acceptance that these Terms are deemed incorporated in any purchase order or order form and shall form the contract between the Customer and Vestige Group, LLC. These Terms are the entire Agreement for the sale of Services, and they shall supersede all prior terms, understandings or agreements between the Customer and Vestige Group, LLC. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. Any notice to be given in respect of these Terms by either of the parties shall be in writing, and delivered to the registered office or principal place of business of the other.

**B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES**

Prices, which are expressed in US Dollars, are only valid if expressed in writing by Vestige Group, LLC and only for the period stated in the quotation or contract. If not stated, the validity period is 30 days. Billing and the Service Term (as described in Section B) shall commence on delivery of Equipment or forty five (45) days from the execution of the applicable Services Order Form, whichever is earlier. Unless otherwise stated, payment of all amounts shall be made within 15 days of the date on the invoice or before any due date for payment shown on the invoice. If any payment is not made by the Customer by the due date, Vestige Group, LLC reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance or the maximum allowable by law. Any failure by Customer to make timely payment of any obligation under this Agreement shall be deemed a breach. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Vestige Group, LLC within 30 days of the billing date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Vestige Group, LLC and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Vestige Group, LLC within 30 days of any change in Customer's trade name, address, or phone number. By executing this Agreement, Customer authorizes Vestige Group, LLC to periodically request your credit reports and bank and trade references. All payments to Vestige Group, LLC exclude taxes unless specifically stated.

**C. ACCESS AND USE**

Subject to the terms and conditions of this Agreement, Vestige Group, LLC hereby grants Customer a non-exclusive, non-transferable limited right in the territory where the Customer is located as follows: a) to access and use the Services until the last day of the Service Term, consistent with any Vestige Group, LLC policies and additional use limitations specified or referenced in the order form and solely for the Customer's use; and b) To download, print, copy and use any documentation as reasonably necessary for its internal, in-house use related to the rights granted under subsection (a) above. Vestige Group, LLC reserves all rights not expressly granted herein. Except as otherwise permitted herein, Customer may not copy, modify, adapt, or create derivative works of the Services. Except as otherwise permitted herein, in no event shall Customer (i) use, the Services for time-sharing, rental, or services bureau purposes, or (ii) decompile, disassemble, reverse assemble, or otherwise reverse engineer the Equipment or Services, or permit any third party to decompile, reverse assemble, or reverse engineer the Equipment or Services. Customer will use the equipment and services only in compliance with applicable law.

**D. OWNERSHIP RIGHTS**

Customer acknowledges that Vestige Group, LLC and its suppliers own all rights, title, and interest in the copyrights, trade secrets, trademarks, patents, confidential information, and proprietary and intellectual property rights subsisting therein. Customer does not acquire any rights, express or implied, in the Equipment or Services other than those specified in this Agreement. Third Party Software. Customer acknowledges that the Equipment and the Services may contain certain third party applications licensed to Vestige Group, LLC. The right to access and use the Services granted hereunder shall be subject to any underlying license to Vestige Group, LLC from a third party of any component of the Equipment or Services.

**E. EQUIPMENT DEFECTS & REPRESENTATIONS**

Subject to the limitations contained herein, Vestige Group, LLC represents that for the Service Term of this Agreement, the Equipment will be free from defects in materials and workmanship and will substantially conform to the specifications for such Equipment. WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, Vestige Group, LLC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. If during the Service Term any Equipment is found to be defective, Vestige Group, LLC will at its option repair or replace the defective Equipment within a reasonable time using components or replacements that are new or used. The foregoing remedy is the sole and exclusive remedy of Customer regarding defective equipment and in lieu of any other remedy available to the Customer at law or in equity. Customer will provide Vestige Group, LLC reasonable access to the Equipment to effect such repairs or replacements. In no event will Vestige Group, LLC be liable for loss of use of the vehicle when the Equipment is being repaired or replaced. This representation shall be void and of no effect if failure of the Equipment or any part thereof is due to accident, modification or misuse by the Customer or any third party. Vestige Group, LLC repair or replacement of defective Equipment does not apply, and Customer may incur additional charges, for defects resulting from: (i) damage caused by incorrect installation, use, modification or repair by any unauthorized 3rd party or by the Customer or its representative, (ii) misuse or abuse to any element of the system or component thereof, (iii) damage caused by any party or other external force, or (iv) damage caused by the connection of the Equipment to any third-party products or software provided by the Customer.

**F. INTELLECTUAL PROPERTY RIGHTS**

Vestige Group, LLC will, provided Customer gives Vestige Group, LLC prompt notice of any such claim, indemnify the Customer from all costs and expenses actually incurred by Customer arising from any claim that use of the Equipment or Services as delivered by Vestige Group, LLC, and not in conjunction with any third-party or customer-provided equipment or software, infringes any third party intellectual property rights. If the Equipment or Services becomes the subject of a claim that the Equipment or Service infringes the intellectual property rights of a third party and as a result of such claim, or the settlement thereof, the use of the Equipment or Service is prohibited or enjoined, Vestige Group, LLC shall, at its sole expense, use its commercially reasonable efforts to do one or more of the following: (i) obtain for Customer the right to use the infringing Equipment or Service without any additional cost to Customer; (ii) modify the infringing Equipment or Service so that it becomes non-infringing; or (iii) replace the infringing Equipment or Service with a non-infringing item. If, after using commercially reasonable efforts, none of the foregoing alternatives is reasonably possible, then Vestige Group, LLC may require that Customer return the infringing Equipment to Vestige Group, LLC and/or discontinue use of the Service and upon such return or discontinuation of use, Vestige Group, LLC shall refund to Customer a pro-rated portion of the Services fees already paid for in advance. No credit or refund shall be made for Services already provided to the Customer. Vestige Group, LLC retains all Vestige Group, LLC owned Intellectual Property in the Equipment and Services. Copyright and all other intellectual property rights subsisting in the Service is owned by Vestige Group, LLC or the providers of such information. The Customer may use information retrieved from the Services only for its own use which means that the Customer may not sell, resell, retransmit or otherwise make the information retrieved from the Services available in any manner or on any medium to any third party unless the Customer has obtained Vestige Group, LLC prior written consent, or unless otherwise required by law.

**G. USE OF THE VESTIGE GROUP LLC SERVICE**

The Customer is responsible for all use of the Services made using any usernames and passwords registered by or allocated to it, whether or not the use is made by the Customer or someone else using its username and password. The customer is responsible for protecting and securing its username and password from unauthorized use. The Customer must notify Vestige Group, LLC immediately in the event that it is aware of the possibility of a breach of security. Vestige Group, LLC may provide hypertext links to sites on the Internet, which are operated by unrelated third parties. Using an external hypertext link means that the Customer may be leaving Vestige Group, LLC site and Vestige Group, LLC therefore takes no responsibility for and gives no warranties, guarantees or representations in respect of linked sites. Customer acknowledges and agrees that although Vestige Group, LLC Service contains maps, routing instructions and driving directions, Vestige Group, LLC assumes no responsibility for the accuracy of this information. Customer is responsible for checking directions for accuracy, confirming that the designated routes still exist, responding appropriately to construction and other road hazards and adhering to all traffic laws.

**H. AVAILABILITY OF SERVICES**

Vestige Group, LLC does not warrant any connection, communication, transmission, security of or results from the use of any information provided (or omitted to be provided) in connection with the Services. Availability of, or accuracy of information provided by the Services may become disrupted or degraded from time to time as a result of events such as, but not limited to: disruption to satellite system operation, unavailability of wireless data center services or signals, disruptions to the Internet or Vestige Group, LLC servers, computer failures and viruses, and hardware failures. Vestige Group, LLC shall use commercially reasonable efforts to minimize the effects of any such disruption or degradation to the Customer but shall not be liable to the Customer for any loss or damage, whether resulting directly or indirectly from the unavailability of any of the Services, degradation of the accuracy of the information or the failure of the Products. Vestige Group, LLC accepts no responsibility whatsoever for any Vehicle information lost as a result of any failure of the Equipment or disruption to or degradation of any of the Services. Vestige Group, LLC total liability to the Customer shall not exceed the fees received by Vestige Group, LLC from the Customer for the Services relating to the period during which any disruption or degradation of the Services continued.

Neither Vestige Group, LLC nor its wireless network partners make any warranties with respect to the Service or the performance of any wireless network. To the extent Vestige Group, LLC provides access to information provided by other sources, Vestige Group, LLC accepts no liability for and makes no warranties, express or implied, with respect to the content thereof. Customer has not relied on and will not make claim that it is entitled to the benefit of any representations, promises, description of services or other statement not specifically set forth in this Agreement.

**I. CONFIDENTIALITY**

Both Vestige Group, LLC and the Customer will treat all information received from the other party that is marked "Confidential" or which is reasonably obvious to be confidential ("Confidential Information") as it would treat its own confidential information, but in no event shall either party employ less than a reasonable degree of care in protecting the Confidential Information. Confidential Information includes but shall not be limited to: pricing, business plans, customer lists, operational and technical data and product plans. It being understood, however, that (i) information that is (a) required by law or in response to a request from law enforcement authorities; (ii) made in connection with a subpoena or other similar demand; (iii) made in connection with a contemplated merger, acquisition or similar transaction; (iv) made to Vestige Group, LLC affiliates or related companies; and/or (v) made to Vestige Group, LLC service providers.

**J. LIABILITY**

Vestige Group, LLC does not represent or warrant that Customer will achieve any certain results by use of the Service. Vestige Group, LLC does not warrant that the functions contained in the Equipment or Service will meet Customer's requirements or that the operation of the Equipment or Services will be uninterrupted or error free. With the exception of the indemnity obligations set forth in section H, Vestige Group, LLC maximum liability for all claims under this Agreement (whether in tort, contract, negligence or otherwise) shall not exceed one year's Services fee or the total fees received by Vestige Group, LLC from the Customer for the Services, whichever is less. Neither the Customer nor Vestige Group, LLC shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Agreement or resulting from the use of the Service or Equipment or the performance or non-performance of the Services or Equipment. It is the responsibility of the Customer to insure itself in this regard if it so desires.

**K. FORCE MAJEURE**

Vestige Group, LLC shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under these Terms or loss or damage of any products due to acts of God, failure of the Internet or another network, war, riot, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortages of labor or materials, confiscation or any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Vestige Group, LLC.

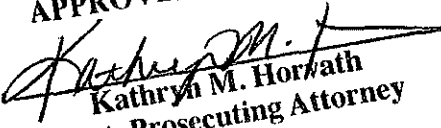
Upon the termination of this Agreement, for whatever reason, all rights granted by Vestige Group, LLC to Customer hereunder shall immediately cease and Customer shall immediately return to Vestige Group, LLC all Vestige Group, LLC property, including, but not limited to, its Equipment, Confidential Information and all copies thereof. Upon the termination of this Agreement, Vestige Group, LLC shall immediately return to Customer all Customer property, including, but not limited to, its Confidential Information and all copies thereof. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief. Termination of this Agreement, other than as a result of Vestige Group, LLC breach, shall not relieve Customer of its obligation to pay all fees and other amounts due by Customer under this Agreement and such amounts shall be accelerated and paid by Customer in a lump sum payment due upon termination.

**L. ASSIGNMENT**

Vestige Group, LLC reserves the right to assign this Agreement to a third party at any time during the term of this Agreement. This Agreement is personal to the Customer, and Customer may not assign its rights or obligations, in whole or in part, to any third party without Vestige Group, LLC written approval.

**M. GOVERNING LAW AND JURISDICTION**

This agreement will be governed by, enforced in and interpreted according to the laws of the state of Ohio. You consent to exclusive jurisdiction in the state or Federal courts of Ohio. You expressly waive any right to a trial.

APPROVED AS TO FORM  
  
Kathryn M. Horwath  
Asst. Prosecuting Attorney

# Resolution

Number 23-0015

Adopted Date January 03, 2023

**AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION  
SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, Business Communication Specialists will provide Ingate Annual Support per Quote AAAQ17692-02 for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for Ingate Annual Support; as attached hereto and a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: c/a—Business Communication Specialists  
Telecom (file)



# QUOTE

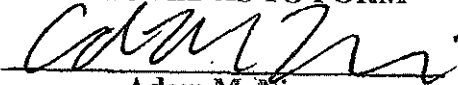
162 Main Street Wadsworth, OH 44281  
 Phone: 330.335.7276 Fax: 330.335.7275  
 www.bcsip.com

Number AAAQ17692-02  
 Date Dec 12, 2022

Sold To	Ship To	Your Sales Rep
<b>Warren County</b> Garrett Wilson 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b>	<b>Warren County</b> Garrett Wilson 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b>	Bryon Palitto  330-335-7271 bryonp@palittoconsulting.com

Qty	Description	Unit Price	Ext. Price
1	Ingate Annual Support Renewal (S/N: IG-428-550-5015-1) April 2, 2023 - December 21, 2023	\$640.00	\$640.00
1	Ingate Annual Support Renewal (S/N: IG-200-052-1002-4) **December 22, 2022 - December 21, 2023	\$880.00	\$880.00

APPROVED AS TO FORM

  
 Adam M. Nice  
 Asst. Prosecuting Attorney

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

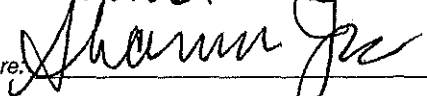
Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: Shannon Long

Date: 1.3.23

Signature: 

SubTotal	\$1,520.00
Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$1,520.00</b>

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.



**BUSINESS  
COMMUNICATION  
SPECIALISTS**

162 Main Street  
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275  
www.businesscommunicationspecialists.com

## **Warren County Standard Terms and Conditions**

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

### **Payment Terms**

- 1) Hardware and Software: 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) Maintenance, Installation, etc.: 100% due upon project completion.

### **Rescheduling Fee**

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

### **Warranty & Additional Notes**

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

### **Technical Support**

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

### **License Agreement**

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

### **Limit of Remedy:**

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

# Resolution

Number 23-0016

Adopted Date January 03, 2023

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS FOR CENTRAL SQUARE TECHNOLOGIES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report 1 in reference to Enterprise CAD to Locution Standard Interface Q-111284; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies Completion Report 1 as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: c/a—Central Square Technologies  
Telecom (file



# CENTRALSQUARE

TECHNOLOGIES

## Warren County, OH Sales Order Q-111284 Task Completion Report #1

**Reference:** Enterprise CAD to Locution Standard Interface Q-111284 PO 22002631

**Effective Date:** 12/20/2022

The purpose of the Task Completion Report ("TCR") is to document the mutual agreement between CentralSquare and the Client on the items listed in this TCR, in reference to **Warren County, OH – Enterprise CAD to Locution Standard Interface Q-111284**

**Completion of Project Deliverables:**

1. Approval of Interface Requirements Document – provided 12/16/2022
2. Approval of Interface Install and base configuration – 12/16/2022
3. Approval of Interface Configuration Document v2 – provided 12/20/2022

Approval of this TCR does not generate an invoice related to this Project.

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this Document may result in a project slowdown or stoppage.



Please sign and return this document to CentralSquare.

## Approvals

Client Project Manager Print Name: Shannon Jones  
Signature: Shannon Jones Date: 1-3-23

CentralSquare Project Manager Print Name: William M. McClamrock  
Signature: W. M. McClamrock Date: 12/21/2022

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0017

Adopted Date January 03, 2023

ENTER INTO AGREEMENT WITH VERTIV CORPORATION ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Vertiv Corporation will provide replacements of UPS batteries at 500 Justice Drive:  
and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Vertiv Corporation on behalf of Warren County Telecommunications to provide replacements of UPS batteries at 500 Justice Drive; attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: c/a—Vertiv Corporation  
Telecom (file)

# Proposal for Service

Vertiv Corporation

12/15/2022  
WARREN COUNTY TELECOM  
500 JUSTICE DR  
LEBANON, OH, 45036

12/15/2022  
WARREN COUNTY TELECOM  
500 JUSTICE DR  
LEBANON, OH 45036  
CPQ-263498-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your critical infrastructure increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your purchase order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (513) 988-8593. I look forward to your response and the opportunity to work together to improve your critical infrastructure investment.

Sincerely,

Ron Wilger

11513 Goldcoast Drive

Cincinnati, OH 45249

**PHONE:** (513) 489-1100

**FAX:** (513) 387-2333

**EMAIL:** ron.wilger@climateconditioning.com

**Order** CPQ-263498-1



CPQ-263498-1

We are pleased to submit the following proposal for replacement of your batteries for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the services included in this quote.

Site#: 1250049, WARREN COUNTY TELECOM, 500 JUSTICE DR, LEBANON, OH 45036  
SID 137594

Line Item
Tag#1643956 QTY 24 - HX400
Freight

Select One Option:	Total
Normal Hours (M-F 8am to 5pm)	\$7,440.05
After Hours (M-F 5pm to 8am, and/or all day Saturday)	\$8,095.25
Sunday/Holiday	\$8,750.45
Quote Valid Until: 12/13/2022	

**Progress billing:** For all projects involving battery replacement, progress payments will apply. Invoices will be issued per the following project milestones:

<u>Milestone</u>	<u>Payment Due</u>
Shipment of batteries	Total amount for batteries and freight
Completion of installation and testing	Balance of project price

# SCOPE OF WORK

## STATIONARY BATTERY SYSTEMS

### VRLA (SEALED) BATTERY

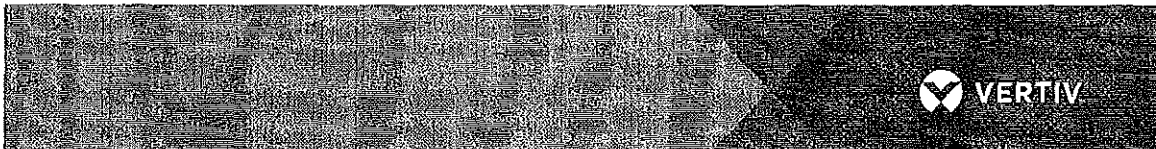
### FULL STRING REPLACEMENT

## SERVICE SUMMARY

Feature	Detail
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.
Alber Commissioning	Includes commissioning of Alber battery monitoring hardware, if battery monitoring is present.

## SERVICE PERFORMED

1. Ensure the battery system is disconnected from UPS and battery system is safe to be worked with.
2. Verify the integrity of the battery rack/cabinet.
3. Remove all modules.
4. Measure and record all open circuit voltages for all units to ensure they can be placed in the string(s) and online.
5. Replace with new units in the exact same orientation as the old units.
6. Replace hardware if supplied with the new batteries. If not supplied, inspect, clean and neutralize the existing cables and clean the racks/trays from any possible leaking batteries.
7. Clean any corrosion from cables if re-using existing cables and clean the racks/trays from any possible leaking batteries.
8. Add a thin coat of anti-corrosion inhibitor to the face of the connector and to the contact surface of the battery terminal or as directed by the battery manufacturer.
9. Install tab washers for battery monitoring senses leads.
10. Torque all connections to the specific "inch pound" requirement specified by the manufacturer of the battery.
11. Ensure all battery monitoring wires are connected properly, if battery monitoring is present.
12. Verify that no ground faults exist prior to energizing the battery.
13. Return the battery system to normal float per the manufacturer's guidelines.
14. Measure and record the total battery float voltage (at the battery).
15. Measure and record charging current.
16. Measure and record the overall AC ripple voltage.
17. Measure and record the overall AC ripple current.
18. Measure and record the ambient temperature.
19. Measure and record 100% of the jar temperatures.
20. Measure and record the float voltage of all jars.
21. Commission the Alber monitor (if present) following the standard commissioning procedures.



22. Provide the battery the proper Freshening charge per the manufacturer's guidelines.
23. Clean the site of any foreign materials left behind.
24. Prepare batteries for recycling and transportation (wrap the batteries with plastic wrap to secure them to the pallets)

#### **Site specific Requirements for Full String Replacement for VRLA Batteries**

1. Standard dock delivery that accommodates a standard size semi-truck with an onsite forklift or pallet jack(at least 4,000 lb capacity)
2. Inside staging area large enough for the batteries being installed and removed.
3. Inside, staging area must be within 50' of the dock area.
4. Battery room/cabinets must be within 200' of the staging area.
5. Doorways at least 34" in width.
6. Elevators within easy access and be rated for at least 4,000 lbs.
7. In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements, Vertiv Services will provide the customer with an additional quote for said Special Installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.
8. Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:
  1. Inside delivery
  2. Ground Delivery
  3. Floor Protection
  4. Floor Loading Limitations
  5. Delivery Path Includes Stairways, Ramps or Other Obstructions
  6. Use of Cranes
  7. Exclusive labor requirements installations
9. If Alber battery monitoring is present, access to the Central computer must be provided at the time of the battery installation for commissioning and developing of the new database. If access is not provided at the time of installation and a return trip is required to commission the Alber Monitor, there will be additional charges applied.

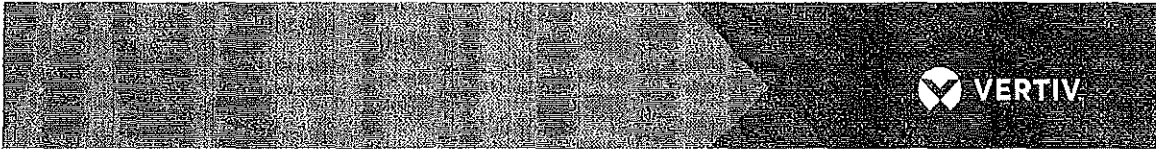
#### **ASSUMPTIONS AND CLARIFICATIONS**

If the Alber monitor is not commissioned at the time of the battery installation there could be nuisance alarms generated, until the system is properly commissioned. The data from an un-commissioned Alber Monitor cannot be used for warranty purposes.

#### **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.

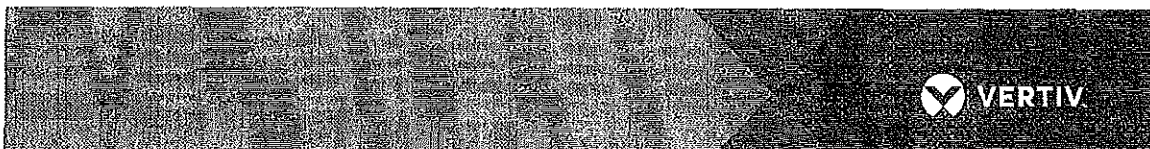


- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## **TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.





Proposal Number: CPQ-263498-1

Purchase order must be assigned to:  
Vertiv Corporation  
1050 Dearborn Dr.  
Columbus, OH 43085

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

**EXCITING NEWS:** On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity. Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

PO should be e-mailed or faxed with signed proposal to:  
Climate Conditioning Company c/o Ron Wilger  
Email: [ron.wilger@climateconditioning.com](mailto:ron.wilger@climateconditioning.com)  
Fax: (513) 387-2333

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_@\_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. **INFORMATION TO BUYER:** This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at [termsconditions.vertivco.com](http://termsconditions.vertivco.com) unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: Ron Wilger  
Date: 12/22/2022

Accepted By: \_\_\_\_\_  
Buyer Signature Required \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_



Adam M. Nice  
Adam M. Nice  
Asst. Prosecuting Attorney

## SERVICES TERMS AND CONDITIONS

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer

and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Excluding Seller's negligence, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. EXCLUDING SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND THIRD PARTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL Includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability Insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability Insurance includes Contractual Liability, but no special endorsements.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-

to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following upon written agreement between the parties: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

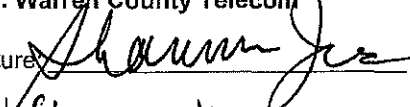
The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Warren, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

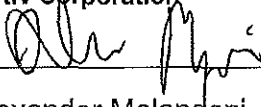
19. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that

Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.


20. **INDEMNITY:** As to Seller provided Services, Seller agrees to protect, defend (using counsel selected and compensated by Seller), hold harmless, and indemnify Buyer from and against third party claims for bodily injury including death, or tangible property damage to the extent caused by the negligent acts or omissions of Seller employees, agents, or subcontractors in performing Services.

Such indemnification shall extend to claims initiated within two (2) years from the date services were performed causing such claim to arise, shall be reduced to the extent any injury or property damage is caused by others, and is conditioned upon: (a) Buyer provision of timely notification of claim and all reasonable documentation and assistance and (b) Seller assumption of the claim defense to include the right to oppose or settle same at its reasonable discretion.

Buyer: Warren County Telecom  
Signature:   
Name: Sharron Jones  
Title: President  
Date: 1-3-23

Seller: Vertiv Corporation  
Signature:   
Name: Alexander Malandoni  
Title: Contract Administrator  
Date: 12/21/2022

APPROVED AS TO FORM

  
Adam M. Nice  
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0018

Adopted Date January 03, 2023

DECLARE VARIOUS ITEMS WITHIN COMMON PLEAS COURT, FACILITIES MANAGEMENT, JUVENILE COURT, AND TELECOMMUNICATIONS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION


BE IT RESOLVED, to authorize disposal of various items from Common Pleas Court, Facilities Management, Juvenile Court, and Telecommunications, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

/tm

cc: 2023 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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## TWO LARGE CONFERENCE TABLES

Auction Ends **1/11/23 10:29 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	CPC2301

TWO VERY LARGE CONFERENCE TABLES ONE IS 8 FT IN LENGTH - WIDTH VARIES FROM 36"-47" (BOWS TO LARGEST DISTANCE IN MIDDLE) ONE IS 10 FT IN LENGTH - WIDTH VARIES FROM 36"-47" (BOWS TO LARGEST DISTANCE IN MIDDLE) IN VERY GOOD CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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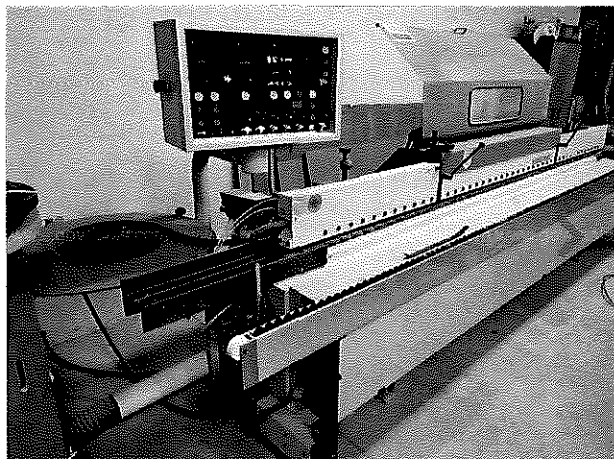
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## HOLZ-HER PVC EDGE BANDER

Auction Ends

ET

Starting Bid

\$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



**Make/Brand**

**Model**

HOLZ-HER

1436SEL 6513

**Condition**

**Category**

**Inventory ID**

Used/See Description

Woodworking Equipment

FAC230001

Up for auction is a Holz-her PVC Edge Bander. The 1998 Model 1436SEL 6513 is fully automatic. It will edge band wood veneer as well as pvc up to 3mm.

The unit is approximately 16 feet long, 4 feet wide and 5 feet 4 inches tall.

Unit must be hauled on a flatbed trailer.

Pick up only between 8:00 a.m. and 2:00 p.m. during normal business days.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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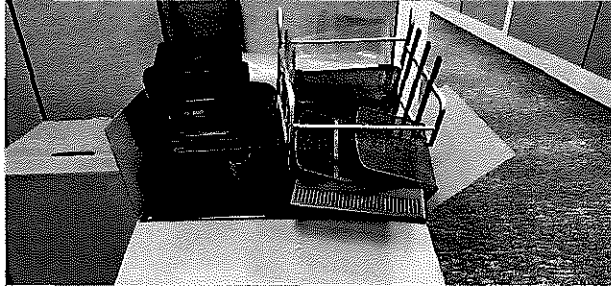
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## Office Fixtures

Auction Ends **1/11/23 1:57 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	JUV23001

Assorted file trays, monitor risers, and other office fixtures.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name Warren County, OH

Asset Contact [Michael Mason](#) (Phone: 513-695-1613 ext. 1613)

Asset Location 900 Memorial Dr  
Lebanon, Ohio 45036-2443  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.



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## Printer

Auction Ends **1/11/23 2:53 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	JUV23002
HP Laser Jet Pro 400		

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



**Seller Name** Warren County, OH

**Asset Contact** [Michael Mason](#) (Phone: 513-695-1613 ext. 1613)

**Asset Location** 900 Memorial Dr  
Lebanon, Ohio 45036-2443  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

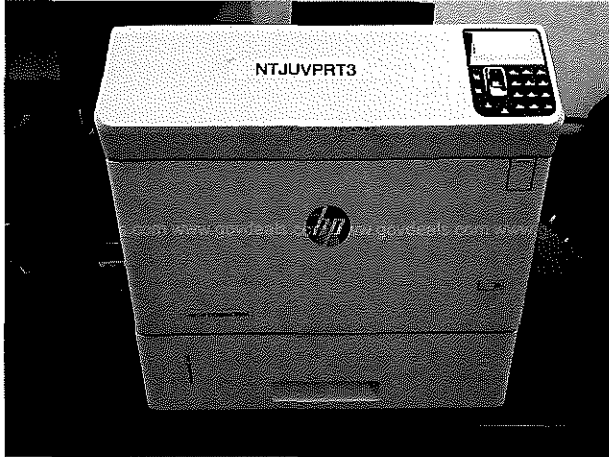
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## Printer

Auction Ends **1/11/23 2:51 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	JUV23003
HP Laser Jet Enterprise M604		

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



**Seller Name** Warren County, OH

**Asset Contact** [Michael Mason](#) (Phone: 513-695-1613 ext. 1613)

**Asset Location** 900 Memorial Dr  
Lebanon, Ohio 45036-2443  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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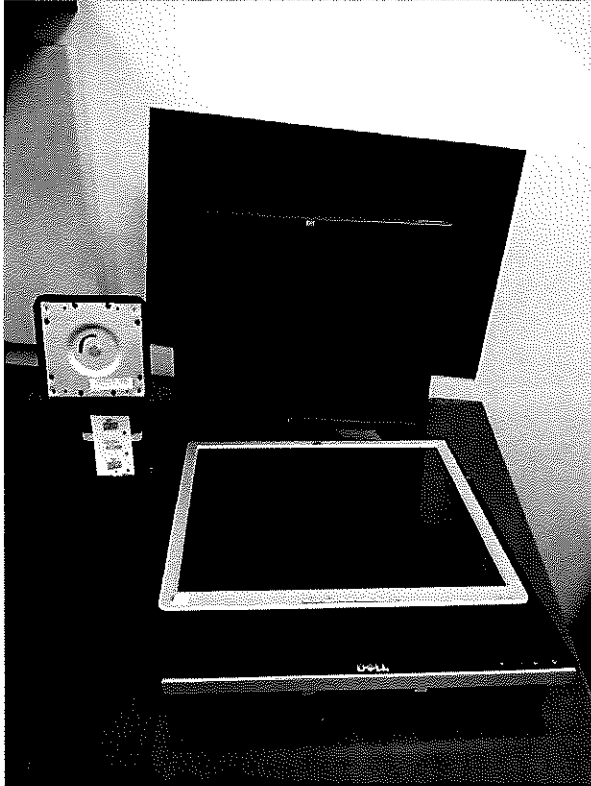
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## Computer Monitors/Stand

Auction Ends **1/11/23 2:39 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

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**0** visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	JUV23004

Computer Monitors. 2 - Dell, 2 - HP. 3 Monitor Stands.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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(2) Cantronics dual port communicators, Bendix analog wattmeter, CNS clock, EMR 6450Z 155mhz

Auction Ends **1/11/23 10:31 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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Make/Brand	Model	VIN/Serial	
Cantronics, Bendix, EMR	KPC-2, KPC-4, 711N, 6450C	SEE BELOW	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Industrial Equipment, General	TEL23001

This lot is sold as is, unknown working condition Various items include 2 Cantronics Dual-port communicators, Bendix Analog wattmeter, EMR Corp item, CNS Clock CNSC01-801025

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

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(2)Motorola TENSr power supply, (2)Gentea Capacitors, Condor Power supply, unknown power supply module, LIP power sensor

Auction Ends **1/11/23 10:48 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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0 visitors

Make/Brand	Model	VIN/Serial	
Motorola, Gentea, Condor	various power supply item	SEE BELOW	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Industrial Equipment, General	TEL23002

This lot is sold as is, unknown working conditions for entire lot Various power supply, capacitor and sensor items HDB 49-C-40 Motorola power supply 27L60125 Capacitor and other power supply modules

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace



[Advanced Search](#)



(3) Wiltron Detectors,  
Downkey microwave,  
Wiltron autotester, and  
other misc items

Auction Ends **2/22/23 11:00 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial	
Wiltron, TEK, Radar Desig	various items	SEE BELOW	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Industrial Equipment, General	TEL23003

This lot of items are sold as is; unknown working conditions on all items (3) Wiltron S60-7K50 RF Detector Downkey microwave 260B-220242-9948 Wiltron S60-99K50 Autotester TEK P602A Radar Design Group D1218

## ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0019

Adopted Date January 03, 2023

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

/tao

cc: Auditor   
Supplemental App. file  
Appropriation Adj. file  
Clerk of Courts (file)  
Human Services (file)  
OMB (file)  
Treasurer (file)

APPROVE APPROPRIATION TRANSFER WITHIN CLERK OF COURT'S GENERAL  
FUND #11011282

BE IT RESOLVED, to approve the following appropriation transfer:

\$ 1146.20    from    #11011282 5830    (Workers Comp)  
                  into    #11011282 5820    (Health Insurance)

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll,  
the following vote resulted:

Mr. Grossmann  
Mr. Young  
Ms. Jones

Resolution adopted this 21<sup>st</sup> day of December, 2022.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Clerk of Courts (file)

to be ratified 1/3/23





APPROVE APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND #2211

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500            from #22111111 5114        (OVERTIME)  
                  into #22111111 5811        (PERS)

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this day of December 2022.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

122022APPR ADJ

*to be notified 1/3/23*

*Tina Osborne*

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND  
#66320100

WHEREAS, a appropriation adjustment is required in order to process last payroll of 2022; and

NOW THEREFORE IT BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 463.00	from	#66320100-5410	(Health Ins – Contract BOCC Approved)
\$ 406.00	into	#66320100-5102	(Health Ins – Regular Salaries)
\$ 57.00	into	#66320100-5811	(Health Ins – PERS)

M. moved for adoption of the foregoing resolution being seconded by M. . Upon call of the roll, the following vote resulted:

Mr. Grossmann –  
Mrs. Jones –  
Mr. Young –

Resolution adopted this day of December 2022.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
OMB (file)

*to be ratified at 1/3/23 meeting*

*Tina Osborne*

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment within General fund #11011110:

\$21,000.00 from #11011110-5320 (General – BOCC Capital Purchases)  
\$21,000.00 into #11011110-5910 (General – Other Expense)

M moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this 22<sup>nd</sup> day of December 2022.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

/js

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
OMB (file)

*to be ratified 1/3/23*

*Tina Osborne*

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURER'S FUND  
2249

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00 from #22491130-5830 (Workers Compensation)  
into #22491130-5820 (Health & Life Insurance)

M moved for adoption of the foregoing resolution, being seconded by M . Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this day of

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

/cs

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Treasurer (file)

To be returned by the Board  
on 4/3/2023

*M. Paul*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0020

Adopted Date January 03, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/20/22, 12/22/22, and 12/29/22 as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

/tao

cc: Auditor

# Resolution

Number 23-0021

Adopted Date January 03, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH PRUS PROPERTIES LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 7C SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## AGREEMENT

Bond Number	:	22-025 (W/S)
Development	:	The Villages of Classicway Subdivision, Section 7C
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$24,500.00
Surety Company	:	Ohio Farmers Insurance Company

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

CGB

cc: Prus Properties, LLC, 5325 Wooster Road, Cincinnati, OH 45226  
Ohio Farmers Insurance Co, One Park Circle, Westfield Center, OH 44251  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

22-025 (4/3)

This Agreement made and concluded at Lebanon, Ohio, by and between Prus Properties, LLC. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Ohio Farmers Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in the Villages of Classicway Subdivision, Section/Phase 7C (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$245,000, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$24,500 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.



7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Prus Properties, LLC.

---

5325 Wooster Rd.

---

Cincinnati, OH 45226

---

---

Ph. ( 513 ) 321 - 7774

D. To the Surety:

Ohio Farmers Insurance Company

One Park Circle

Westfield Center, OH 44251

Ph. ( 800 ) 243 - 0210

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

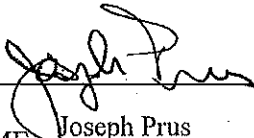
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

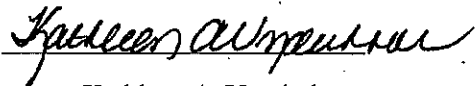
**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE:   
PRINTED NAME: Joseph Prus  
TITLE: Managing Member  
DATE: 12.16.2022

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:   
PRINTED NAME: Kathleen A. Vonderhaar  
TITLE: Attorney-in-fact  
DATE: 11.29.2022

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23.0021, dated 1-3-23.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Sharon Jones

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 1-3-23

RECOMMENDED BY:

By: Chry Broyd  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Adam Nice  
COUNTY PROSECUTOR  
*Adam Nice, A.P.A.*

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

General  
Power  
of Attorney

POWER NO. 3411882 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY**

of CINCINNATI and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of

November 2022



Frank A. Carrino, Secretary

Financial Statement

Reset Form

Ohio Farmers Insurance Co. Westfield Center, Ohio 44251-5001

December 31, 2021

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/21

(In thousands)

Table with columns for Assets, Liabilities, and Surplus. Assets include Cash, Bonds, Stocks, Subsidiaries, Real estate, Premiums receivable, and Other assets. Liabilities include Reserve for unearned premiums, Reserve for unpaid losses, and Reserve for taxes. Surplus includes Surplus to policyholders. Total assets, Total liabilities, and Total liabilities and surplus are all 3,749,087.

State of Ohio ss: County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2021.

Attest: Frank Carrino Frank A. Carrino Group Legal Leader, Secretary

Gary W. Stumper National Surety Leader Senior Executive



Sworn to before me this 9th day of February A.D. 2022.

My Commission Does Not Expire Sec. 147.03 Ohio Revised Code

David A. Kotnik Attorney at Law Notary Public - State of Ohio



Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine, - Governor  
Judith French - Director



**Certificate of Compliance**

Issued 06/07/2022  
Effective 07/01/2022  
Expires 06/30/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**OHIO FARMERS INSURANCE COMPANY**

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Accident & Health  
Aircraft  
Allied Lines  
Boiler & Machinery  
Burglary & Theft  
Collectively Renewable A & H  
Commercial Auto - Liability  
Commercial Auto - No Fault  
Commercial Auto - Physical Damage  
Credit Accident & Health  
Earthquake  
Fidelity  
Financial Guaranty  
Fire  
Glass  
Group Accident & Health  
Guaranteed Renewable A & H

Inland Marine  
Medical Malpractice  
Multiple Peril - Commercial  
Multiple Peril - Farmowners  
Multiple Peril - Homeowners  
Noncancellable A & H  
Nonrenew- Stated Reasons (A&H)  
Ocean Marine  
Other Accident only  
Other Liability  
Private Passenger Auto - Liability  
Private Passenger Auto - No Fault  
Private Passenger Auto - Physical Damage  
Surety  
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$3,749,086,727, liabilities in the amount of \$715,932,968, and surplus of at least \$3,033,153,759.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

*Judith L. French*

Judith French, Director





# Resolution

Number 23-0022

Adopted Date January 03, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PRUS PROPERTIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 7C SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT


Bond Number	:	22-023 (P/S)
Development	:	The Villages of Classicway Subdivision, Section 7C
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$119,135.00
Surety Company	:	Ohio Farmers Insurance Company

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

22-023(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Prus Properties, LLC. \_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Ohio Farmers Insurance Company \_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in the Villages of Classicway  
\_\_\_\_\_ **Subdivision, Section/Phase** 7C (3) (hereinafter the "Subdivision") situated in  
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$595,675,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$91,375; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty  
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements  
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance  
upon the Improvements as may be required between the completion and tentative acceptance of the  
Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$119,135 to secure the performance of the construction of the uncompleted or  
unapproved Improvements in accordance with Warren County subdivision regulations  
(hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted  
herein, the **minimum performance security** shall be twenty percent (20%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$119,135 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Prus Properties, LLC.

---

5325 Wooster Rd.

---

Cincinnati, OH 45226

---

Ph. ( 513 ) \_\_\_\_\_ 321 - 7774

D. To the Surety:

Ohio Farmers Insurance Company  
\_\_\_\_\_  
One Park Circle  
\_\_\_\_\_  
Westfield Center, OH 44251  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. ( 800 ) 243 - 0210

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

- Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)
- Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)
- Original Escrow Letter (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

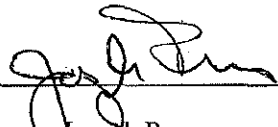
15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

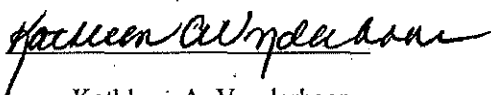
**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE:   
PRINTED NAME: Joseph Prus  
TITLE: Managing Member  
DATE: 12-16-2022

**SURETY:**

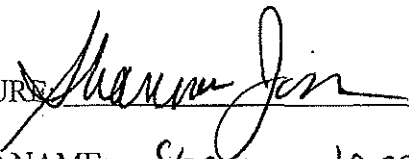
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:   
PRINTED NAME: Kathleen A. Vonderhaar  
TITLE: Attorney-in-fact  
DATE: 11/29/2022

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0022, dated 1-3-23.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 1-3-23

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



General  
Power  
of Attorney

POWER NO. 3411882 01

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 26th day of

November 2022



Frank A. Carrino, Secretary

Financial Statement

Reset Form

Ohio Farmers Insurance Co. Westfield Center, Ohio 44251-5001

December 31, 2021

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/21

(In thousands)

Table with columns for Assets, Liabilities, and Surplus. Assets include Cash, Bonds, Stocks, Subsidiaries, Real estate, Premiums receivable, and Other assets. Liabilities include Reserve for unearned premiums, Reserve for unpaid losses, and Reserve for taxes. Surplus includes Surplus to policyholders. Total assets and Total liabilities and surplus both equal 3,749,087.

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2021.

Attest:

Signature of Frank A. Carrino, Group Legal Leader, Secretary

Signature of Gary W. Stumper, National Surety Leader, Senior Executive



Sworn to before me this 9th day of February A.D. 2022.

My Commission Does Not Expire Sec. 147.03 Ohio Revised Code

Signature of David A. Kotnik, Attorney at Law, Notary Public - State of Ohio



Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine, - Governor  
Judith French - Director



**Certificate of Compliance**

Issued 06/07/2022  
Effective 07/01/2022  
Expires 06/30/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**OHIO FARMERS INSURANCE COMPANY**

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew- Stated Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$3,749,086,727, liabilities in the amount of \$715,932,968, and surplus of at least \$3,033,153,759.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

*Judith L. French*

Judith French, Director



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0023

Adopted Date January 03, 2023

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:


- The Villages of Classicway Section 7C – Hamilton Township

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Plat File  
RPC

# Resolution

Number 23-0024

Adopted Date January 03, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

WHEREAS, the appropriations for the Vacation and Sick payouts for Alice Logan and Victoria Happ were initially appropriated in the 2022 year and need to be appropriated for 2023 as the payouts will be paid in 2023, and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation and sick leave payouts for Alice Logan and Victoria Happ former employees of the Sheriff's Office:

\$8,675.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(WCSO - Vacation Leave Payout)
\$7,296.00	from	#11011110-5881	(Commissioners - Sick Leave Payout)
	into	#11012210-5881	(WCSO - Sick Leave Payout)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Auditor              
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 23-0025

Adopted Date January 03, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO DOMESTIC RELATIONS FUND #11011230

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Domestic Relations Fund #11011230 in order to process a vacation and sick leave payouts for Yvonne Iverson former employee of Domestic Relations:

\$120.96	from #11011110-5882	(Commissioners - Vacation Leave Payout)
	into #11011230-5882	(Domestic Relations - Vacation Leave Payout)
\$7,469.28	from #11011110-5881	(Commissioners - Sick Leave Payout)
	into #11011230-5881	(Domestic Relations - Sick Leave Payout)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: Auditor   
Appropriation Adjustment file  
Domestic Relations (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0026

Adopted Date January 03, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

/tao

cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
CSV	THE VESTIGE GROUP LLC	CSV PERSONAL TRACKING DEVICES	\$ 15,296.30

1/3/2023 APPROVED:



Tiffany Zindel, County Administrator



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0027

Adopted Date January 03, 2023

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE AND WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

BE IT RESOLVED, to authorize County Administrator to sign union agreement on behalf of the Warren County Sheriff's Office and Warren County Deputy Sheriff's Benevolent Association regarding Sworn Deputies; as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Grossmann – yea  
Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: c/a – Warren County Deputy Sheriff's Benevolent Association  
Sheriff (file)

**AGREEMENT**

**BETWEEN**

**THE WARREN COUNTY SHERIFF**

**AND**

**THE WARREN COUNTY DEPUTY SHERIFF'S  
BENEVOLENT ASSOCIATION**

**SWORN DEPUTIES**

**SERB CASE NUMBER  
2022-MED-07-0696**

**Effective through  
November 20, 2025**

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2020-2022 Final Agreement- Sworn Deputies Between Warren Co. Sheriff's Office and Warren Co. Deputy Sheriff's Benevolent Association

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**PREAMBLE**

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Warren County Sheriff's Office, hereinafter referred to as the "Employer," and the Warren County Deputy Sheriff's Benevolent Association, hereinafter referred to as "the Benevolent Association."

The Employer and the Benevolent Association agree that the goal of this Agreement is to create a working relationship between both parties.

**ARTICLE 1**  
**RECOGNITION**

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board in Case No. 98-REP-02-0033, as may be amended/clarified by SERB as forth herein, the Employer recognizes the Benevolent Association as the sole and exclusive representative for all employees sworn under Ohio Revised Code 311.04 in the stated classifications.

Section 1.2. The Benevolent Association recognizes the following employees as being included in the bargaining unit: All full-time deputized employees below the rank of sergeant, including those assigned as court services deputies, road enforcement, and detectives. All other employees are excluded.

Section 1.3. Special Deputies and Cadet Deputies shall not be utilized in any way which would cause the layoff of or denial to overtime opportunities for bargaining unit personnel. They may continue to be used as in the past for prisoner visitation and recreation, and to supplement the work force in emergency situations, but not during the period of a layoff of bargaining unit personnel.

Section 1.4. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.5. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the agency, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Benevolent Association in writing within thirty (30) calendar days. If the Benevolent Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Benevolent Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Benevolent Association, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Benevolent Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in him prior to the date of this Agreement. Unless the parties have specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the agency, the Employer shall retain all rights imposed upon him by law to carry out the administration of the agency and include, but not be limited to:

- A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.
- B. The right to relieve employees from duty, and determine the number of personnel needed in the agency, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the agency; maintain and improve the efficiency and effectiveness of the department, and the county.
- E. The right to make reasonable rules and regulate the agency, and to establish and amend policies and procedures, and necessary rules relating to the operation of the agency in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the agency in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.
- H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.
- I. The right to assign to shifts and duties.
- J. The right to introduce new or improved methods, operations, equipment or facilities.
- K. The right to schedule overtime work as required.

- L. The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.2. Where the rights, powers and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

### **ARTICLE 3** **NON-DISCRIMINATION**

Section 3.1. The Employer and the Benevolent Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, ancestry, or genetic information of any person, or Benevolent Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law.

Any grievance filed concerning an alleged violation of this Article may be only be pursued through step 3 of the grievance procedure.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 4** **BENEVOLENT ASSOCIATION SECURITY**

Section 4.1. The Employer agrees, upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Benevolent Association membership dues uniformly required of bargaining unit members. The Benevolent Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit member's wages shall be forwarded to the Benevolent Association once each month.

Section 4.2. The Employer agrees to deduct Benevolent Association dues once each pay period for twenty-six (26) pay periods per year from a regular paycheck of bargaining unit employees who authorize such deductions in writing. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Benevolent Association dues 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 4.3. The Employer shall be relieved from making such individual 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, or (5) any pay period during which the employee does not earn enough wages for Benevolent Association dues to be deducted after all other deductions are made, or (6) upon written notice of an employee's revocation of the dues authorization.

Section 4.4. The parties agree that neither the employees nor the Benevolent Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such 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 Benevolent Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.5. The Benevolent Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 5**  
**BENEVOLENT ASSOCIATION REPRESENTATION**

Section 5.1. Representatives of the Benevolent Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Benevolent Association representative shall identify himself to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than eleven (11) employees combined from all five (5) bargaining units within the Sheriff's Office, designated by the Benevolent Association to act as Benevolent Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members, as provided herein.

Section 5.3. The Benevolent Association shall provide to the Employer an official roster of all Benevolent Association Executive Board Members which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home or cellular telephone number; and
- D. Benevolent Association office held.



No employee shall be recognized by the Employer as a Benevolent Association Executive Board Member until the Benevolent Association has presented the Employer with written certification of that person's selection.

Section 5.4. The investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activity does not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during an Executive Board Member's work time when release of the Executive Board Member will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work related injury of a bargaining unit member.
- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Benevolent Association agrees that no Executive Board Member or representative of the Benevolent Association either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Benevolent Association agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on duty employees except to the extent specifically authorized by the Employer.

Section 5.6. The Benevolent Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

## **ARTICLE 6** **BULLETIN BOARDS**

Section 6.1. The Employer agrees to furnish the Benevolent Association bulletin board space to be used by the Benevolent Association for the posting of notices and bulletins relating to the Benevolent Association. All items so posted will bear the signature of an official of the Benevolent Association. The location of said bulletin board space shall be designated by the Employer.

## **ARTICLE 7** **PROBATIONARY PERIODS**

Section 7.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives

compensation from the Employer and shall continue for a period of three hundred sixty-five (365) calendar days. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. Any employee who successfully bids on a permanent reassignment to a specialized unit shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his former position during such period.

Section 7.2. Any employee who, while serving a probationary period, misses twenty-two (22) or more work days may have the probationary period extended by the length of the absence. Such extension may not exceed the length of the original probationary period.

Section 7.3. Benefits for newly hired employees shall be effective upon completion of thirty (30) calendar days' employment, with the exception of insurance benefits, which shall be effective in the same manner as for all non-bargaining unit county employees.

Section 7.4. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

## **ARTICLE 8** **SENIORITY**

Section 8.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 8.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 8.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Sheriff as a sworn officer.

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

1. absence while on approved paid leave of absence or while on FMLA;
2. absence while on disability leave;
3. military leave; and
4. a layoff of eighteen (18) months duration or less.

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

1. discharge or removal for just cause;
2. retirement;
3. layoff for more than eighteen (18) months;

4. failure to return to work within ten (10) calendar days of a recall from layoff;
  5. failure to return to work at the expiration of leave of absence; and
  6. a resignation.
- C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.
- D. Seniority continues to accrue under the situations described in Section 8.2(A)(1) through (4) above.

## **ARTICLE 9**

### **VACANCIES/PROMOTIONS**

Section 9.1. When the Employer determines that a new assignment or a vacancy in any assigned area becomes available, notice of such assignment availability shall be posted in the Sheriff's Office out post room, squad room and jail. All such notices will contain a description of the position to be filled, any special qualifications that may be required, and the location where the employee will be required to report to work. All personnel who feel that they qualify for the assignment or vacancy may submit a request to the Employer to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be posted as provided for herein for fourteen (14) calendar days prior to being filled. Should the position be unfilled by the posting process, the Employer may assign the least senior qualified member of the bargaining unit from a related class, or fill the vacancy with a new hire. Employees must have completed at least three (3) years within the enforcement division to be eligible for an assignment to a specialized unit. Specialized units are to include Weight and Load, K-9, T.R.U., C.I.S., D.A.R.E., S.R.O., D.T.F.

Section 9.2. In the selection of a successful applicant for a vacancy to any position other than a specialized assignment, or promotion, seniority shall prevail.

Section 9.3. In the selection of a successful applicant for a specialized unit vacancy or promotion, the test score (100 points of which up to ten [10] points can be based upon physical standards for Canine Handler, T.R.U., and for promotion) and the following factors will determine a successful applicant:

- A. Seniority (4/10's of a point per year with a maximum of 5 points)
- B. Records of Attendance \* (5 points)
- C. Records of Discipline \* (5 points)
- D. Records of Commendation \* (5 points)
- E. Performance Evaluations \*\* (4 points)

\* Based on the twelve (12) months prior to the date the posting ends.

\*\* Based on the most recent evaluation issued prior to the date the posting ends.

The Employer shall make available to all applicants the weights to be given to each component of the test (e.g. percentage, number of points, pass/fail, etc.).

Section 9.4. It is the intent of the Employer that the most qualified applicant will be selected.

Section 9.5. Nothing in this Article shall in any way control the right of the Employer to make a change in assignment or to temporarily fill a vacancy. However, the Employer shall first consider qualifications of existing employees prior to hiring outside employees.

Section 9.6. An employee awarded a permanent reassignment through the bidding process within any assigned area may not voluntarily elect to return to his previous duty assignment. An employee awarded a specialized assignment pursuant to Section 9.3 of this Article in the C.I.S. or D.T.F. units only may voluntarily elect to return to his previous duty assignment within thirty (30) calendar days from the date that the employee first reports to work. The Employer shall award the assignment to the next highest eligible applicant on the established candidate list.

Section 9.7. When a temporary assignment which will exceed forty-five (45) calendar days becomes available (e.g., a temporary detective, road patrol, or court service position), it will be posted for bid pursuant to this Article, but for a period of seven (7) calendar days. The position shall be awarded to the senior qualified applicant. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first. The parties may mutually agree to extend the assignment.

Effective upon ratification of this Agreement, the Employer shall create one temporary assignment for CIS. This position shall be filled only when a vacancy occurs in the CIS assignment. The temporary specialized assignment shall be for a period of two (2) years. The employee in this temporary assignment only may maintain the assignment after the two (2) year period in no other qualified employee applies for the temporary assignment. The provisions of this paragraph shall expire on November 19, 2025, unless extended by the agreement of the parties.

Should the parties not extend the temporary assignment for CIS beyond November 19, 2025, the employee serving in the position on that date shall be entitled to bid on a permanent CIS position. If the employee is not placed in a permanent CIS position, he shall be entitled to return to the open position created by the employee awarded the permanent CIS position.

Section 9.8. Appointment to the position of Sergeant within the Enforcement Division (consisting of road patrol, detective section, training, and court services) shall be filled in accordance with this article and with members of this bargaining unit, unless there are no qualified bargaining unit members for a position. The intent is to establish a Sergeant eligibility list. Whenever the Employer determines to fill a vacancy in the Sergeant classification, it shall be filled by the person, if any, standing highest on the promotional eligibility list established from a promotional examination, assessment and testing procedure. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In order to be eligible to apply or test for a Sergeant's position, an employee must have at least four (4) years of service within the Enforcement Division. When a test is given, each employee taking the test will have ten (10) days

from the completion of the testing process to review his testing packet, exclusive of any proprietary material.

Section 9.9. When the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee and for vacation accrual. All other seniority based benefits will be based on department or classification seniority. An employee covered by this provision shall be subject to a one (1) year probationary period in accordance with Article 7. Persons entering the Sheriff's Office as a lateral entry employee into the Sergeant/Lieutenant bargaining unit are not subject to Section 9.7 of this Agreement.

Section 9.10. Court Services Assignments: The job for Court Services Deputy will remain posted until such time as non-probationary employees are available to be assigned to the position, or until a non-probationary employee requests the assignment. The deputies currently on temporary assignment involuntarily to the vacant position will remain there until a deputy completes probation, at which time that deputy will be assigned to the position. The deputies on involuntary assignment will be replaced according to seniority from highest to lowest.

Section 9.11. Section 9.1 of the labor agreement will be strictly adhered to in involuntary assignments, except that no deputy will be pulled from a South Lebanon or Deerfield Township post to fill vacancies unless he has completed six (6) months in that assignment, except that a deputy may bid out on a promotional opportunity or specialized assignment at any time.

Section 9.12. The Tactical Response Unit (T.R.U.) is a specialized unit made up of several different Warren County Law Enforcement Agencies. The appointment process to this unit is administered by the Policy Board made up of the Sheriff and Chiefs of Police. For appointment to the Tactical Response Unit, the Sheriff's Office can implement a testing procedure which may include physical fitness qualifications, written test, oral board, or any other procedure the Sheriff's Office deems appropriate. Any applicant passing all qualifications shall be deemed eligible to apply for the Tactical Response Unit.

## **ARTICLE 10** **DISCIPLINE**

Section 10.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay;

- D. Reduction in classification (demotion); and
- E. Discharge from employment.

Section 10.2. Except in instances where an employee is charged with a serious offense, 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 performance and conduct.

Section 10.3. The Employer may take disciplinary action for actions occurring while the employee is on duty, or working under the colors of the Employer, or represents himself as an employee of the Warren County Sheriff's Office, or in instances where the employee's conduct violates his oath of office or where the employee's on or off-duty action, creates harm to the image of the Sheriff's Office. If an employee is to be disciplined, the Employer will commence the procedures within sixty (60) calendar days of verification of the event which may be cause for discipline. Verification means the date on which the statement of charges is issued to the employee.

Section 10.4. In any interview between a bargaining unit member and a member of management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the affected employee will be given his Miranda and/or Garrity Rights by the Employer and the employee may request to have a Benevolent Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than twenty-four (24) hours for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 10.5. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 10.6. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall either not be an employee of the Warren County Sheriff, or shall not be in the employee's chain of command.

Section 10.7. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative Investigation (AI) report prior to the conference. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 10.8. The employee is entitled to a representative of his choice to accompany him to the conference. The employee shall provide a list of witnesses and the name and occupation of his representative to the Employer as far in advance as possible, but not later than forty-eight (48)

hours prior to the disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered overtime and compensated at the overtime rate.

Section 10.9. At the conference, the employee will be advised of his Garrity Rights by the Employer. The hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. The employee or representative may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony.

Section 10.10. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the Benevolent Association, and the Employer upon completion of the report.

Section 10.11. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, 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 questioned 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 a Benevolent Association representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. The Employer may audio record any investigative interviews or disciplinary conferences. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.
- E. Preliminary investigations and disciplinary conferences 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 being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.

G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 10.12. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 10.13. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer 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 or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

Section 11.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 11.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the immediate supervisor within ten (10) business days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the ten (10) business day period. The immediate supervisor must give his answer to the grievance in writing within ten (10) business days following the date on which the grievance was presented to him.

Section 11.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the ten (10) business day period shall grant the employee the right to submit the grievance within ten (10) business days to the Major or Captain who shall rule on the merits of the grievance and must respond in writing within ten (10) business days.

Section 11.4. Step 3: If the grievance is not resolved by the Major or Captain to the satisfaction of the aggrieved employee within the ten (10) business day time period, the employee may then



refer the matter to the Sheriff or designee within ten (10) business days following the Major's or Captain's response. Should the Major or Captain fail to answer the grievance within the ten (10) business day period, the ten (10) business day submission period to the Sheriff or designee shall commence on the day following the end of the ten (10) business day period granted to the Major or Captain. The Sheriff or designee must answer the grievance in writing within ten (10) business days of the date of the receipt of the grievance.

Section 11.5. Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request from the Benevolent Association in accordance with the provisions of this Article.

Section 11.6. The Benevolent Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) business days from the date of the final answer on a grievance from Step 3, the Benevolent Association shall notify the Employer of its intent to seek arbitration.

Section 11.7. The Sheriff and the Benevolent Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Sheriff and the Benevolent Association are not able to agree upon an arbitrator within ten (10) business days after receipt by the Employer of the demand for arbitration, the Benevolent Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA rules. The Benevolent Association shall first strike a name from the list of arbitrators. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in a substitute list.

Section 11.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 11.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of such discipline.

Section 11.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Benevolent Association.

Section 11.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that Sheriff's Office employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing

shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 11.12. The Benevolent Association shall use a grievance form which shall provide the information required in the Article. The Benevolent Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Benevolent Association Representative(s) all replies concerning the grievance.

Section 11.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 11.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 11.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

Note: All references to business days in this article refer to Monday – Friday, excluding holidays.

## **ARTICLE 12** **PERSONNEL FILES**

Section 12.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time during regular business hours, and may, upon request and at the employee's expense, receive a copy of documents contained therein.

Section 12.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3. Provided no similar intervening discipline has occurred, non-disciplinary counseling sessions shall cease to have force and effect six (6) months from the date of issuance. Provided no similar intervening discipline has occurred, records of verbal reprimand (time and date recorded) and written reprimand shall cease to have force and effect one (1) year from the date of issuance. Any record of disciplinary suspension or demotion shall cease to have force and effect two (2) years from the date of issuance, providing no intervening discipline has occurred. In the event of intervening discipline, the active record of discipline shall cease to have force and effect upon the expiration of the most recent discipline. Any inactive non-disciplinary counseling session or record of discipline will, at the request of the employee, be physically removed from the employee's personnel file and placed in a separate file maintained in the human resources office. Such separate file shall be clearly marked "inactive file." The employee's written request to remove inactive records of discipline shall be located in the inactive file with no copies in the active file.

Section 12.4. Each employee will have the right to insert statements into his personnel file concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel.

Section 12.5. Inactive files provided for in Sections 12.3 and 12.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

### **ARTICLE 13** **SAFETY AND WELFARE**

Section 13.1. The Employer and the Benevolent Association agree that the safety and welfare of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 13.2. The Benevolent Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit, and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 13.3. The Employer shall provide Hepatitis B, Flu, and Tuberculosis vaccinations/screens upon request to those employees who have direct contact with prisoners or former clients. The Employer shall advise employees of the medical conditions of clients (prisoners) in the most appropriate way in order to avoid the risk of infections and communicable disease to employees and to facilitate the proper care of the client. Employees who test positive for tuberculosis (TB) will be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the employee's health insurance plan.

In the event an employee has direct contact with an individual who has a communicable disease or infection, the Employer shall make medical screening available for the employee to screen for infection at the Employer's expense to the extent such medical screening and medication is not paid for under the employee's health insurance plan.

Section 13.4. The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise his duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 13.5. Eligible employees and their dependents shall be provided services through an Employee Assistance Program (EAP) as part of the Employer sponsored medical benefits plan at no additional cost to the employee, up to the maximum limits allowed in the EAP. (Eligibility for EAP services is separate from eligibility for the medical benefits plan.) Employees may schedule

these appointments without Employer notification or approval. Records relating to EAP services shall only be released in accordance with applicable laws, unless the employee has provided a release for disclosure of the records.

**ARTICLE 14**  
**LABOR/MANAGEMENT AND SAFETY MEETINGS**

Section 14.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. The Benevolent Association and the Employer may have representatives as each deems necessary to address the issues.

Section 14.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Benevolent Association of changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Benevolent Association representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.

Section 14.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

**ARTICLE 15**  
**EDUCATION AND TRAINING**

Section 15.1. The Employer recognizes and understands that continuing education and training are important aspects of employee performance and career development. The Employer agrees to

make every reasonable effort to provide information through postings on appropriate training opportunities in the area.

Section 15.2. All training required of an employee in his current position by the Employer shall be paid for by the Employer. All required training shall be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or from the site to the county shall be counted as regular work days, not to exceed eight (8) hours per day.

Section 15.3. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition and fees pursuant to the Employer's policy for all required training and for voluntary training which has been approved in advance by the Employer.

Section 15.4. Required training and/or instructions, as well as time for successful completion of "duty weapons" firearms qualifications, shall be considered time worked when the employee is not scheduled to work and is in an off duty status.

Section 15.5. If at any time, due to training required by the Employer that is not required for state certification, a member is obligated to work over their normal workday the member shall be compensated at time and one half (1½) for any extra hours worked, up to a maximum of two (2) hours per in class day. This includes but is not limited to, any preparation for training, any homework for training, and any research needed for training.

Section 15.6. In the event an employee is scheduled for off-site training, the employee shall be paid for travel time for the time spent traveling to and from the training. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time shall be paid to the employee at his/her regular salary, with all hours worked in excess of eight (8) hours in any day paid at time and one-half (1½) the employee's hourly wage.

## **ARTICLE 16** **INSURANCES**

Section 16.1. The Employer shall make available to bargaining unit employees' general insurance and hospitalization plans as provided to all other non-bargaining unit County general fund employees.

Section 16.2. The Employer may provide a comprehensive plan, a flexible benefits plan, or a preferred provider plan, etc. as additional options on the same basis these plans are provided to non-bargaining unit County general fund employees.

Section 16.3. If the Employer determines that it is necessary to assess a partial co-payment of insurance premiums by non-bargaining unit County general fund employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Effective January 1, 2023, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$130.00 per pay period.

Effective January 1, 2024, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$150.00 per pay period.

Effective January 1, 2025, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$170.00 per pay period.

Section 16.4. The Employer shall provide a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000), or an amount equivalent to one (1) year's base annual salary, whichever is greater for each bargaining unit employee.

Section 16.5. The Employer shall provide at least \$600 annually into the health savings account of employees electing single insurance coverage under the Employer's HSA plan and at least \$1200 annually into the health savings account of employees electing family insurance coverage under the Employer's HSA plan. These amounts shall be made in two (2) equal deposits in January and July.

Section 16.6. If both spouses work for the County, only the most senior full time member shall be charged for the family plan.

#### **ARTICLE 17** **PROFESSIONAL INSURANCE**

Section 17.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 17.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties. Counsel shall be mutually agreeable between the Employer and employee. In the absence of agreeable counsel, the Warren County Bar Association shall be requested to assign counsel.

#### **ARTICLE 18** **TRAVEL EXPENSE REIMBURSEMENT**

Section 18.1. The Employer shall reimburse employees for expenses incurred by the employee with an itemized receipt while on official business in accordance with the following:

##### TRAVEL

- A. By County vehicle - actual expense upon presentation of receipts.
- B. By employee private vehicle - per County policy.

C. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts and with prior approval of Employer.

D. Tolls and parking - actual costs upon presentation of receipts.

#### HOTEL/MOTEL

Actual costs, if prior approval is received from the Employer and upon presentation of itemized receipts.

#### MEALS

When on authorized out-of-county official business for one (1) full shift or more, reasonable expenses upon presentation of itemized receipts. The Employer shall have sole discretion in determining the hours during which travel must occur in order to be eligible for reimbursement for a particular meal. The Employer shall also have sole discretion in determining the maximum amount to be reimbursed for each meal. Meals will not be reimbursed where travel is to an adjacent county for less than three (3) consecutive days. Adjacent counties, for purposes of this provision, are: Clermont, Hamilton, Butler, Preble, Montgomery, Greene, and Clinton. An employee assigned to such out-of-county travel (such as in training) for three (3) consecutive days or more may request advance payment of the per diem meal allowance. Payment will be made from the Sheriff's Office funds, which the employee must reimburse when the County pays the employee's expenses.

Section 18.2. All expenses shall be filed on the travel expense report with the itemized receipts attached. An itemized receipt may be handwritten, if it is signed by the vendor. Alcoholic beverages will not be a reimbursable expense.

Section 18.3. Any travel expense reimbursed by the County herein, may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

### **ARTICLE 19**

#### **UNIFORMS AND EQUIPMENT**

Section 19.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer in quantities specified by the Employer, but not less than three (3) summer uniforms and three (3) winter uniforms. The Employer shall contract for cleaning services which employees may make use of for purposes of cleaning uniforms. Sworn employees are eligible for uniform shoe replacement on an "as needed" basis.

Section 19.2. Where an employee supplies evidence that he sustained damage to authorized personal property in the active discharge of duty 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 replacements to a maximum of two hundred dollars (\$200.00), but not more than seventy-five dollars (\$75.00) for jewelry items, per calendar year. Reimbursement for damage to personal

property is available only for authorized property. Certain property is considered unauthorized but permitted (e.g., cell phones, pagers, etc.), and some property may be considered prohibited (e.g., laser sights for weapons, etc.). To the extent possible, the Division Commanders and Watch Commanders will prepare lists showing examples of the three (3) categories of personal property. The employee shall present the damaged 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 option. In the event payment for damaged authorized personal property is received by the employee from any other source, the Employer shall be reimbursed for its payment to the employee under this Section.

Section 19.3. The Sheriff's Office shall review and evaluate any and all issued equipment every two (2) years. The purpose of the review is to determine if issued equipment is safe and maintained to manufactures specifications. The review will be conducted by a panel made up of Management, training staff, firearms instructors, and bargaining unit members. Management shall use the results of the review to determine if new or replacement equipment is needed.

## **ARTICLE 20** **PHYSICAL STANDARDS**

Section 20.1. The Employer has the right to establish physical standards for promotions and specialized assignments, as set forth in Article 9.

## **ARTICLE 21** **ALCOHOL/DRUG STANDARDS**

Section 21.1. Drug/alcohol testing may be conducted on employees at times of pre-employment or upon reasonable suspicion or on a random basis (for safety-sensitive positions) after employment. Reasonable suspicion that an employee used or is using a controlled substance or alcohol 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. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 21.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of



drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 21.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 21.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of samples shall be done by an outside health care provider. The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 21.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 21.6. Split Sample Testing:

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 21.7. Test results shall only be released in accordance with all applicable laws unless the employee has provided a signed release for disclosure of the results, subject to Section 21.6(C) above. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 21.8. If the alcohol or drug test is positive, and if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position for which he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 21.9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 21.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written authorization of the employee.

Section 21.11. Additional Procedures Regarding Random Testing: The pool for random testing shall be a combined pool for all employees in safety-sensitive positions in all bargaining units in the Office of the Warren County Sheriff. Testing may be conducted up to three (3) times a year. Up to ten percent (10%) of the employees in the pool will be tested each time. Aside from the random approach to selection, and the lack of any need for substantiation of reasonable suspicion, the procedures for random testing shall be the same as for reasonable suspicion testing. Selection of employees shall be random, selected by an outside agency, by payroll number.

**ARTICLE 22**  
**HOURS OF WORK / OVERTIME / CALL-OUT TIME /**  
**ON-CALL TIME / COURT TIME**

Section 22.1. This Article is intended to define the normal hours of work per day or per week or per period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, etc. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week or per period.

Section 22.2. With the exception of changes of shifts, when employees are required to work more than eight (8) hours in any calendar day, or more than one hundred sixty (160) hours within a twenty-eight (28) calendar day period, they shall receive compensation at the rate of one and one-half (1½) times their regular hourly rate for all excess hours. Overtime shall be calculated to the nearest five (5) minutes. An exception to the eight (8) hour provision shall be deemed accepted when the Employer and employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days). The workday for all personnel assigned to non-continuous operations is exclusive of an unpaid meal period.

Section 22.3. 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 (1½) hours off for each one (1) hours of overtime worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. In all cases, requests for compensatory time off shall be approved or disapproved according to the operational needs of the Employer;
- C. Requests for compensatory time off must be submitted not less than sixteen (16) hours in advance of the time requested, unless a shorter advance notice is accepted at the discretion of the supervisor;
- D. Upon termination of employment, an employee will be paid for his accrued compensatory time at his current rate of pay, or his average pay over the preceding thirty-six (36) months, whichever is greater.
- E. Employees shall have the option to cash in up to forty (40) hours of their earned compensatory time in October of each year to be paid out in the first full pay period of November.

Section 22.4. When an employee is called in to work before the commencement of his regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of his regularly scheduled eight (8) hour working period, the employee shall receive a minimum of three (3) hours compensation for each such occurrence. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

Section 22.5. An employee who is required to be confined or restricted to a particular pre-designated location for the purpose of being "on-call" shall be considered to be on "restricted-on-call". These hours shall be counted toward overtime calculations.

Section 22.6. An employee who is "on-call" but is only required to carry an agency issued cell phone, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a three (3) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Any employee who is required to attend court in performance of his duties outside his regular work shift shall receive a minimum of three (3) hours at one and one-half (1½) times his regular hourly rate for such attendance unless the appearance abuts the regularly scheduled work shift. In the event that such court time is within two (2) hours of an employee's scheduled shift, the employee may hold over until he is scheduled to attend court. No court time shall be allowed to any such employee who has been notified that his presence is not needed at least two (2) hours prior to his scheduled appearance. If an employee is required to stay in attendance at such court for more than two (2) hours in any one day, he shall be paid at one and one-half (1½) times the regular rate of pay for all hours in excess of two (2) hours spent in attendance that day. Any employee required to attend court on their regular scheduled day off, or required to attend court at a time which is more than four (4) hours before or after their scheduled shift shall receive a minimum of three (3) hours at one and one-half (1½) times their regular rate of pay for such attendance in lieu of the three (3) hour court time. Any and all fees, compensation or allowances, to which any employee is or would be entitled to for such court time as provided by the statute or court order, shall be turned over and paid to the county and not retained by the employee.

Section 22.8. An employee will be afforded an eight (8) hour layover between his hours of duty; meaning an employee who works a normal eight (8) hour tour and is relieved, shall not be ordered to another tour without such lay over. Unscheduled overtime, state of emergency, and court time will be an exception to this requirement. Employees required to attend mandatory training may not be afforded the eight (8) hour layover, but shall normally be afforded a layover of at least six and one-half (6½) hours.

Section 22.9. Scheduled Overtime: When a supervisor becomes aware that an overtime assignment will be necessary the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Drug Task Force, South Lebanon, Court Services, Deerfield Township, etc.). The date and hours of the overtime will be posted with twelve (12) slots indicated after each entry. Up to twelve (12) persons within the same work unit the overtime is posted for will have the opportunity to sign up for the same overtime. The posting supervisor will determine which of these persons signing up has the least amount of hours worked

overtime during that year and assign the overtime to that person. Overtime worked on holidays will be determined by the person signing up who has worked the most amount of overtime worked during that year. In the event no employee signs up for the holiday overtime, it will be awarded to the employee with the least amount of overtime hours worked that year. In the event two employees sign up to split the shift, and both employees have the least amount of hours worked overtime during that year than employees signing up for the whole shift, the two employees shall be granted the overtime shift. If no one signs up the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year and assign those two employees to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. Those two employees assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer).

Overtime (scheduled or unscheduled) covering vacations or compensatory time should be posted five (5) days (in no case less than three [3] days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 22.10. Unscheduled Overtime: When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Drug Task Force, South Lebanon, Court Service, Deerfield Township, etc.). Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need.

Under no circumstances will employees be permitted to work in excess of sixteen (16) consecutive hours. Court time and call outs shall be exceptions to this rule. An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; however, such employment may be considered by the Employer when assigning overtime.

If no employee accepts the overtime offer, the supervisor shall determine who is available within the assigned work unit with the least amount of overtime hours worked that year on the shift preceding the need and assign that person (or persons) to work. The employee assigned to work the shift may telephone employees to secure a replacement. Full shift overtime may be offered to and split among two (2) employees. The overtime equalization record shall expire on the final pay period of the year, and a new record will be created. However, pay period 1 overtime will be assigned from the previous year's record. The assignment of any overtime will be based on the cumulative overtime hours worked that year to include scheduled, unscheduled, call-out, on-call, and court time.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need with the least amount of hours worked that year, and assign that person to work the remainder of the shift. If no employee is available to work from the shift

following the need, the supervisor will utilize the accumulation record and assign the lowest available officer to work the shift.

Any employee off on FMLA, OIL, or Military Leave for three consecutive months or more, may request an equalization of the overtime accumulation, within ten days of returning to duty. He will be credited with any number of extra hours of overtime necessary to bring him up to the average of the lowest one third 1/3 as listed as of the end of the previous pay period. They are not required to work those extra hours and the Employer is not required to pay for such hours credited.

Section 22.11. In cases of both scheduled and unscheduled overtime, the Employer reserves the right to offer said overtime based upon the operational needs of the Sheriff's Office, pursuant to the procedures in Sections 22.9 and 22.10.

Section 22.12 The parties agree to explore scheduling alternatives. In the event the Employer then enacts permanent shifts or limited shift rotations, employees may select their preferences within their work assignment area according to their seniority, subject to the operational needs of the Department.

Section 22.13. In the event that an employee is mandated to work a double shift the employee will receive one and one-half (1½) times the employee's hourly rate for the second shift worked.

Section 22.14. For purposes of Sections 22.9 and 22.10, an employee is considered unavailable for an overtime assignment when the employee has or will have exceeded the maximum of sixteen (16) consecutive hours of work. Employees on approved leave are considered unavailable for the entire twenty-four (24) hour period (i.e. 0001 hours through 2400 hours) of the approved leave day; however, an employee may voluntarily sign up for overtime during such twenty-four (24) hour period exclusive of their regularly scheduled shift.

**ARTICLE 23**  
**WAGES AND COMPENSATION**

Section 23.1. Effective the beginning of the first full pay period including January 1, 2023, the regular hourly pay rate for all bargaining unit members shall be increased by five and one-half percent (5.5%) as follows:

	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years (50¢)</u>	<u>Years (70¢)</u>
Hourly	\$30.94	\$33.49	\$36.20	\$39.14	\$39.64	\$40.34

Section 23.2. Effective on the first day of the first full pay period including January 1, 2024, the regular hourly rate of pay for all bargaining unit members shall be increased by three percent (3%) as follows:

	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years (50¢)</u>	<u>Years (70¢)</u>
Hourly	\$31.87	\$34.50	\$37.29	\$40.31	\$40.81	\$41.51

2022-2025 Tentative Agreement between WCDSBA and Warren County Sheriff's Office  
Sworn Deputies

Section 23.3. Effective on the first day of the first full pay period including January 1, 2025, the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years (80¢)</u>	<u>Years (70¢)</u>
Hourly	\$32.67	\$35.36	\$38.22	\$41.32	\$42.12	\$42.82

Section 23.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1½) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eight (80) hours per each fourteen (14) day work or pay period.

Section 23.5. As stated in Section 9.10 of this Agreement, in the event that the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee, which includes placing the employee in the applicable pay rate that reflects his prior law enforcement service. However, during the one (1) year probationary period, no lateral entry employee will be placed at the top step; he will advance to the top step upon satisfactory completion of the probationary period.

Section 23.6. When an employee is assigned by the Employer to be a Field Training Officer (FTO), such employee will receive a \$2.00 per hour wage stipend for all hours worked as a FTO.

Section 23.7. Bargaining unit employees assigned to plain clothes (detective) duty shall receive a forty cent (\$.40) per hour stipend that will be added to their base rate of pay. Plain clothes officers may utilize the dry cleaning vendors designated by the Employer for cleaning of no more than thirty-one (31) pieces of clothing per month (the Employer may make an exception to this limitation when the circumstances warrant).

Section 23.8. Any on call detective shall be permitted to drive an assigned county vehicle to and from their residence while on call.

Section 23.9. Bargaining Unit employees assigned to the detective unit shall receive a three percent (3%) pay differential added to their hourly rate.

**ARTICLE 24**  
**PAY FOR WORKING IN A HIGHER CLASSIFICATION**

Section 24.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate shall receive the rate of the next higher classification.

**ARTICLE 25**  
**VACATION**

Section 25.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

Upon completion of one (1) year	80 hours
Upon completion of seven (7) years	120 hours
Upon completion of fourteen (14) years	160 hours
Upon completion of twenty-four (24) years	200 hours

Section 25.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave, disciplinary suspension, or while in layoff status.

Section 25.3. Vacation shall not be granted in increments of time that are less than fifteen (15) minutes in duration. Requests for vacation shall be made in writing by the employee to the Employer no less than five (5) calendar days prior to the date the requested vacation is to commence. Vacation requests with less than three (3) days prior notice may be granted at the discretion of the Employer.

Section 25.4. Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Sheriff's Office. Whenever possible, seniority shall be used to determine vacation schedules. Seniority shall not be reason to cause an employee to lose an approved vacation period.

Section 25.5. Vacation credit of three (3) years plus current year shall be paid out at the employee's current rate of pay upon separation of employment. Vacation credit in excess of three (3) years plus current year may be accumulated but not paid out upon separation of employment.

Section 25.6. When an employee with more than one (1) year of continuous service resigns, retires or dies while working for the Sheriff's Office, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted leave of absence.



**ARTICLE 26**  
**HOLIDAYS**

Section 26.1. All full-time continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Police Memorial Day	May 15th
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25 <sup>th</sup>

All full-time non-continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

Section 26.2. An employee while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided for in this Article.

If a holiday provided for in Section 26.1 above occurs while an employee is on vacation or sick leave, such leave time will not be charged against that employee's vacation or sick leave balances.

Section 26.3. For employees who are assigned to continuous operation duty (24 hour - 7 day operations), the holidays provided for in Section 26.1 of this Article shall be observed on the date on which they occur.

For employees who are assigned to non-continuous operation duty (Monday through Friday operations), holidays provided for in Section 26.1 of this Article that occur on a Saturday shall be observed on the previous Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

Section 26.4. Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who work four (4) hours or more of their shift during the twenty-four (24) hour period of the holidays provided for in this Article shall receive the overtime rate of pay for the first eight (8) hours worked plus eight (8) hours holiday pay.

Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2½) times his normal rate of pay for all hours worked in excess of eight (8).

Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 26.5. Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are scheduled to work on a holiday provided for in this Article shall receive the overtime rate of pay for all hours worked plus eight (8) hours holiday pay.

Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 26.6. Employees who work on a holiday will have the option to (1) receive their holiday pay and one and one-half (1½) time pay for all hours worked, or (2) receive their holiday pay and convert their premium pay (but not the holiday pay of eight [8] hours) to compensatory time.

Section 26.7. Holiday Trades. Certain deputies, because of specialized assignments, would prefer to arrange their holidays off in conjunction with their assigned area, such as in the schools. With prior approval of the appropriate division commander, deputies on specialized assignments may rearrange their holiday schedules. The Association Representatives will be notified of any approved holiday trade.

## **ARTICLE 27** **SICK LEAVE**

Section 27.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;

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- C. Pregnancy, childbirth and/or related medical conditions of the employee; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- E. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
  - 1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.) In no case will this change in shift cause anticipated overtime at the time of scheduling.
  - 2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any other use of sick leave shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

- F. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.
- G. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 35, Funeral Leave.

Section 27.2. For purposes of this Article, the immediate family is defined as: mother, father, child, legal ward, spouse, step-child, step parent, legal guardian or other person who stands in the place of a legal parent.

Section 27.3. The call-in time limits will not apply in cases of emergency illness or injury. Definition of emergency illness to wit: heart attack, stroke, appendicitis, etc., to the employee or his immediate family. Definition of emergency injury to wit: auto accident, amputation, disabling fall, etc.

Section 27.4. The Employer maintains the right to investigate any employee's absences.

Section 27.5. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave.

Section 27.6. The amount of sick leave time any one employee may accrue is unlimited.

Section 27.7. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 27.8. An employee on sick leave shall inform the control officer on duty of the fact and reason at least two (2) hours prior to the time he is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 27.9. The Employer shall have the right to retain an employee on duty until a replacement reports for duty, and the Employer or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examinations, nursing visits, or other inquiry which the Employer deems necessary which will be paid for by the Employer. Absence for part of the day that is chargeable to sick leave shall be charged proportionately in an amount not less than fifteen (15) minutes. Schedules may be rearranged upon request of the employee and approval of Employer to avoid the charging of sick leave.

Section 27.10. Within ten (10) scheduled working days of the employee returning to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons. The employee shall only be charged for sick time equal to eight (8) hours less all hours worked that day. It is the intent of the parties that when an employee works overtime in a work day, or when an employee is required to attend court in the performance of his duties outside his regular work shift, and later calls off sick for a regular shift (or part of a shift), they shall receive credit for the overtime and will only be charged sick leave for the hours for actual sick leave time used. The following are examples of the application of this provision:

Example #1 An employee assigned to the 4-12 shift works four (4) hours of overtime. He then calls off sick on his 4-12 shift later that day. He will receive four (4) hours at overtime pay rate and will be charged eight (8) hours of sick leave for the shift called off.

Example #2 The employee works the entire midnight to 8 shift on overtime, then calls off sick for his 4-12 shift. He receives eight (8) hours at overtime pay rate and will be charged eight (8) hours of sick leave for the shift called off.

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A doctor's excuse is required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled work week.

Section 27.11. Falsification of the written, signed statement or altering the physician's certificate will be grounds for disciplinary action.

Section 27.12. Upon submitting proper verification by employee to Employer, employees who transfer between county departments or agencies, or from another public agency as provided for by applicable state law, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, re-appointment or transfer does not exceed ten (10) years.

Section 27.13. 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 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks in accordance with the FMLA of 1993, as amended.

Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days' notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FML. It is intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 27.14. Donated Time:

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:
1. The character of the employee's ailment;
  2. The health care provider's prognosis for recovery;
  3. The employee's history of paid leave usage; and

4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.
- C. Donated time shall be converted to its cash equivalent and paid to the recipient at his or her regular hourly rate.
- D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.
- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 27.15. An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his scheduled start time unless they make themselves available to resume duties for the employer by notifying the on duty supervisor. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period shall be subject to disciplinary action.

Section 27.16. Employees released from their doctor for transitional duty shall be accommodated if appropriate transitional duty is available. The Employer will determine if transitional duty is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.

## **ARTICLE 28**

### **SICK LEAVE CONVERSION**

Section 28.1. Employees who have completed ten (10) years or more of continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge, or resignation in lieu of discharge.

- A. Eligible employees shall be entitled to convert accumulated sick leave hours as set forth below:
  1. Ten to fifteen years of service: twenty-five percent (25%) up to a maximum of two hundred forty (240) hours.
  2. Fifteen to twenty years of service: twenty-five percent (25%) up to a maximum of three hundred (300) hours.

3. Twenty to twenty-five years of service: twenty-five percent (25%) up to a maximum of three hundred sixty (360) hours.
4. Twenty-five years of service: twenty-five percent (25%) up to a maximum of four hundred twenty (420) hours.

County service shall mean only Warren County Service.

Section 28.2. Payment shall be based upon the employee's hourly rate of pay at the time of separation. Only sick leave hours accrued while employed by Warren County are eligible for conversion under this Article.

Section 28.3. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 28.4. Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

## **ARTICLE 29**

### **PERSONAL DAY LEAVE**

Section 29.1. All bargaining unit employees who have completed one (1) year of service shall be entitled to one (1) personal leave day with pay during each calendar year. Personal day leave use shall not be charged to accumulated but unused leave.

Section 29.2. Employees who do not use any unscheduled sick leave during the calendar period between January 1 - June 30, and July 1-December 31 shall be granted one (1) additional personal leave day with pay per period. A maximum of two (2) personal leave days can be earned during any calendar year and will be awarded within ten (10) business days of the end of an applicable period. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

Section 29.3. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 29.4. Earned personal day leave may only be used in eight (8) hour increments, and if not scheduled and used shall be forfeited upon separation.

**ARTICLE 30**  
**JURY DUTY (CIVIL LEAVE) WITNESS FEES**

Section 30.1. If an employee is called for court jury duty during his scheduled shift, that employee shall be paid his regular salary or wage during his absence and will be required to turn over any monies received from the court to the county. The employee shall be expected to report for work if a reasonable amount of time remains during his regular work day at the discretion of the Employer.

Section 30.2. If an employee is called for court jury duty and is selected to sit on the jury and that employee's schedule requires him to work, that employee's schedule will be arranged as to time on required jury duty be as shift work (i.e., if that employee is scheduled to work on the same hours as jury duty, that employee will serve on the jury. If that employee should be scheduled to work any other shift, the required duty will act as scheduled time worked).

Section 30.3. If an employee is summoned to appear as a witness, in relation to his job duties and not a civilian type witness (character witness), in a court of law and received his regular salary or wage for the time spent in court, that employee shall be required to turn over any witness fees received to the county.

Section 30.4. If an employee is required to appear in a court of law for personal reasons, at the discretion of the Employer and employee, that employee shall be required to take comp time, vacation, or leave without pay (in that order) for the time period absent.

**ARTICLE 31**  
**MILITARY LEAVE**

Section 31.1. Employees shall be granted military leave in accord with the applicable state or federal law.

**ARTICLE 32**  
**OCCUPATIONAL INJURY LEAVE**

Section 32.1. This Article outlines the conditions under which Occupational Injury Leave (OIL) may be granted by the Employer and the procedures for administering its use.

Section 32.2. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer and is in lieu of Workers' Compensation (temporary total disability). An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. OIL will continue for a period not to exceed ninety (90) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical



evidence for each individual case, may extend an OIL for an additional ninety (90) calendar days. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.

Section 32.3. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Benevolent Association and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid by the Employer.

Section 32.4. An employee applying for an OIL shall authorize the release to the Employer of all medical information, pertinent only 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.

Section 32.5. The Employer may assign the employee to transitional duty with the approval of, and within the limitation set by, the employee's treating physician. The Employer will determine if transitional duty work is available.

Section 32.6. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive OIL pay. The cost of such insurance shall be at the Employer's expense.

Section 32.7. Employees on Workers' Compensation lost income benefits do not earn sick or vacation leave.

### **ARTICLE 33** **LEAVE OF ABSENCE WITHOUT PAY**

Section 33.1. Upon the written request of a permanent employee, the Employer may grant an employee a leave of absence without pay excluding the seeking of outside employment.

Section 33.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 33.3. The maximum duration of leave of absence without pay for purposes of education, training, or specialized experience which would benefit county service, or for other related reasons, shall not exceed two (2) years.

Section 33.4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

Section 33.5. Upon returning from a leave of absence, the employee shall be placed in his original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

Section 33.6. An employee who fails to return to work within seventy-two (72) hours of completion of a leave of absence (without reasonable explanation to the Employer) may be removed.

Section 33.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit, and seniority will be suspended until the employee returns to work.

Section 33.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer can cancel the leave and provide the employee with a written notice directing the employee to report for work within seventy-two (72) hours of receipt of such notice.

Section 33.9. An employee seeking to return to active duty prior to the scheduled date may do so with approval from the Employer.

#### **ARTICLE 34** **DISABILITY LEAVE**

Section 34.1. This Article outlines the conditions under which disability leave may be granted by the Employer, and procedures for administering its use.

Section 34.2. When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position and compensation. Such request shall be in writing, stating the reason for the request and, if approved by the Employer, attached to the implementing personnel action.

Section 34.3. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

Section 34.4. Disability Leave: An employee who has completed his probationary period and becomes physically unable to perform his duties due to illness, pregnancy or disability shall be

granted a leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability shall be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the conclusion of the disability/personal leave, however, in no case will an employee be allowed more than twelve (12) months disability/personal leave in an eighteen-month period for the same illness or condition. When an employee is ready to return to work, he shall furnish a statement from a physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, paid leave and leave granted under the Family and Medical Leave Act of 1993.

Section 34.5. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment shall be made permanent, if the temporary employee so desires.

Section 34.6. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Disability Leave".

Section 34.7. An employee who has been granted a Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

## **ARTICLE 35** **FUNERAL LEAVE**

Section 35.1. Due to the death of a member of the employee's immediate family the employee shall be granted two (2) days funeral leave, not chargeable to sick leave, and up to five (5) additional days' funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

Section 35.2. In cases where the funeral as described above is outside of the tri-state area (Ohio, Kentucky, Indiana) an additional three (3) days of absence (chargeable to sick leave, vacation, and/or comp time) may be granted as necessary. All other provisions of Section 35.1 continue to apply.

**ARTICLE 36**  
**RETIREMENT**

Section 36.1. Upon age and service retirement, employees shall be presented with a badge, agency patch, service decoration, and/or a name plate worn during service to the community suitably encased for presentation. An employee's unit number and badge number shall be retired upon death in office.

Section 36.2. "Retired employees" (those employees who have separated employment by an age and service retirement) may retain their agency credentials, however such credentials shall be stamped "Retired" by the Employer.

Section 36.3. The Employer shall allow the retired employee to retain one complete set of the agency's uniform with accessories which includes the following if applicable: Retirement badge, collar brass, buttons and backs, and whistle chain. The Employer shall make available for all Employees who retire upon age and service retirement, their duty weapon for the cost of \$1.00 to be paid to the county.

Section 36.4. When an employee intends to retire, he shall be allotted one (1) working day with pay to travel to P.E.R.S. to coordinate retirement affairs. An employee may only use this benefit once during the course of his employment with the Employer and verification of attendance may be required by the Employer.

**ARTICLE 37**  
**LAYOFF AND RECALL**

Section 37.1. When the Employer determines that a long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Benevolent Association of the impending layoff. The Employer and the Benevolent Association shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 37.2. Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees will be notified of the Employer's decision to implement any temporary layoff (lasting five (5) days or less) five (5) calendar days prior to the effective day of the layoff.

Section 37.3. Employees shall be laid off in inverse order of seniority.

Section 37.4. Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt in which to exercise his right to bump the least senior employee within the same or a lower classification, provided the more senior employee possesses the qualifications to perform the work. Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. In the event of a recall, employees who have exercised their bumping rights shall have the opportunity to reverse this

privilege. An employee may exercise his bumping rights once during any specific layoff and once during any specific recall that affects his position.

Section 37.5. When employees are laid off, the Employer shall create a recall list based on seniority. The Employer shall recall employees from layoff from within each classification as needed. The Employer shall recall such employees according to seniority and qualification, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

Section 37.6. When the Employer recalls persons off the list, they shall be recalled to their previous classifications, if possible, and at the rate of pay commensurate with the current step of the classification the employee was in at the time of layoff.

Section 37.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Benevolent Association.

Section 37.8. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the laid-off employee to provide the Employer with written notice of any change of address, phone number, and/or name during the layoff period.

Section 37.9. The employee recalled from long-term layoff shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice.

### **ARTICLE 38** **NO STRIKE/NO LOCKOUT**

Section 38.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

### **ARTICLE 39** **SAVINGS CLAUSE**

Section 39.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Benevolent Association shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

**ARTICLE 40**  
**INTEGRITY OF THE AGREEMENT**

Section 40.1. 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 agreement arrived at by the parties after 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 the Benevolent Association, and all prior agreements, practices and policies, either oral or written, are hereby cancelled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 41**  
**WAIVER IN EMERGENCY**

Section 41.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County 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:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency 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 the grievance(s) had properly progressed prior to the emergency.

**ARTICLE 42**  
**DURATION**

Section 42.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., November 20, 2025.

Section 42.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, the parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**ARTICLE 43**  
**CANINE HANDLER**

Section 43.1. In order for an employee to qualify for appointment to the position of Canine Deputy, the employee must have at least three (3) years of service within the Enforcement Division.

Section 43.2. The Employer and the Canine Deputy agree to be reasonable and flexible with their schedules in order to avoid excessive overtime (i.e., if called in with dog three (3) hours prior to regular shift, the Canine Deputy may be required to remain on shift and leave three (3) hours early). The Canine Deputy will be afforded one (1) formal training day every week to work with the dog. This training day will be part of the Canine Deputy's work shift.

Section 42.3. Canine Deputies shall receive an additional compensation equal to three (3) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. In the event a Canine Deputy is assigned more than one canine, the Canine Deputy shall receive compensation equal to four and one-half (4½) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. The parties hereby agree that this additional compensation shall be full and complete compensation for the Canine Deputy's off-duty work time for home dog care activities such as feeding, grooming, and exercising the dog, which parties acknowledge should normally not exceed an average of one (1) hour per day.

Section 43.4. Due to the nature and conditions of Canine work, Canine Deputies will be issued five (5) sets of uniforms.

**ARTICLE 44**  
**WEIGHT AND LOAD**

Section 44.1. Because of the unique scheduling requirements for the position, terms of *Article 22, Hours of Work/Overtime/Call-Out Time/On-Call Time/Court Time* are clarified as follows:

- The work unit for this position as defined by Section 22.9 will be "Road" i.e. County Road Patrol and the position will direct report to County Road, Second Watch Supervisors.
- In accordance with Sections 22.9 and 22.10, this position is not eligible to be forced for overtime.
- In accordance with Sections 22.9 and 22.10, this position may sign up for schedule overtime or volunteer for unscheduled overtime providing no other employee from the same work unit has signed up or volunteered, and permitting their normal tour of duty does not interfere with operational needs of the overtime. It is further agreed when working enforcement overtime the issued scale truck will not be used for patrol duties and a spare cruiser is issued or obtained.

2022-2025 Tentative Agreement between WCDSBA and Warren County Sheriff's Office  
Sworn Deputies

Section 44.2. In the event funding for the position is eliminated, Article 37 of the CBA will be enforced. In the event this position is filled as outlined in 9.6 of the CBA (hiring of outside employee), the parties agree this employee's seniority will be exclusive to this position as outlined in Section 37.3.

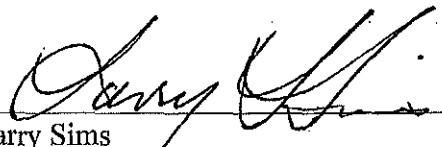


2022-2025 Tentative Agreement between WCDSBA and Warren County Sheriff's Office  
Sworn Deputies

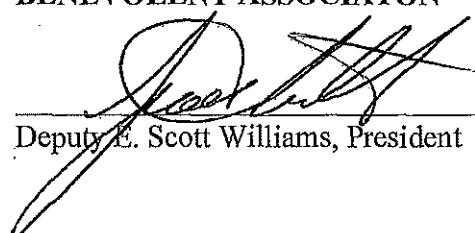
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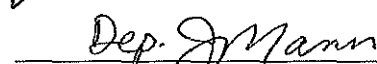
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as  
of the 3 day of January, 2022. <sup>3</sup>

**FOR THE WARREN COUNTY SHERIFF**

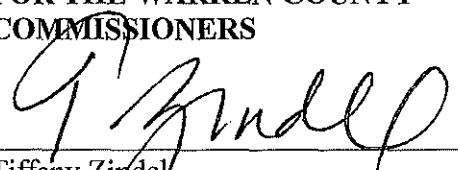
  
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Larry Sims  
Warren County Sheriff


**WARREN COUNTY DEPUTY SHERIFF'S  
BENEVOLENT ASSOCIATION**

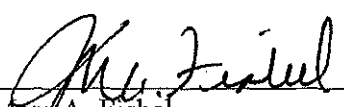
  
\_\_\_\_\_  
Deputy E. Scott Williams, President

  
\_\_\_\_\_  
Deputy John Mann  
Negotiating Team Member

**FOR THE WARREN COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
Tiffany Zindel  
County Administrator

  
\_\_\_\_\_  
Stephen S. Lazarus  
Lazarus & Lewis, LLC  
Counsel to the Association

  
\_\_\_\_\_  
Marc A. Fishel  
Fishel Downey Albrecht Riepenhoff, LLP

Approved and journalized by the Warren County Board of Commissioners on 1-3-23  
by resolution number 23-0027.

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 23-0028

Adopted Date January 03, 2023

**AUTHORIZE COUNTY ADMINISTRATOR TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE AND WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION**


BE IT RESOLVED, to authorize County Administrator to sign union agreement on behalf of the Warren County Sheriff's Office and Warren County Deputy Sheriff's Benevolent Association regarding Sworn Supervisors; as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Grossmann – yea  
Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: c/a – Warren County Deputy Sheriff's Benevolent Association  
Sheriff (file)

**AGREEMENT**  
**BETWEEN**  
**THE WARREN COUNTY SHERIFF**  
**AND**  
**THE WARREN COUNTY DEPUTY SHERIFF'S**  
**BENEVOLENT ASSOCIATION**  
**SWORN SERGEANTS AND LIEUTENANTS**

**SERB CASE NUMBER**  
**2022-MED-07-0697**

**EFFECTIVE THROUGH**  
**NOVEMBER 20, 2025**

2022-2025 Tentative Agreement Between WCDSBA and Warren County Sheriff's Office  
Sworn Supervisors

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Sworn Supervisors

**PREAMBLE**

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Warren County Sheriff's Office, hereinafter referred to as the "Employer," and the Warren County Deputy Sheriff's Benevolent Association, hereinafter referred to as "the Benevolent Association."

The Employer and the Benevolent Association agree that the goal of this Agreement is to create a working relationship between both parties.

**ARTICLE 1**  
**RECOGNITION**

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board in Case No. 98-REP-02-0034, as may be amended/clarified by SERB as set forth herein, the Employer recognizes the Benevolent Association as the sole and exclusive representative for all employees sworn under Ohio Revised Code 311.04 in the following classifications: sergeants and lieutenants.

Section 1.2. The Benevolent Association recognizes the following employees as being excluded from the bargaining unit: sheriff, chief deputies, majors, captains, road patrol deputies, correction officers, detectives, court service deputies, clerical specialists, IT Manager computer technicians, evidence room/property manager, custodial workers, fiduciary employees, confidential employees, intermittent employees, and part-time employees. The position of Internal Affairs shall be included in the bargaining unit.

Section 1.3. Special Deputies and Cadet Deputies shall not be utilized in any way which would cause the layoff of or denial to overtime opportunities for bargaining unit personnel. They may continue to be used as in the past for prisoner visitation and recreation, and to supplement the work force in emergency situations, but not during the period of a layoff of bargaining unit personnel. The use of non-member (higher ranking officers of the agency to cover for absent Sergeants and Lieutenants) for a period not to exceed thirty-two (32) hours per month shall not be considered a violation of any article of this agreement providing that the higher ranking officers are not being compensated at the overtime rate.

Section 1.4. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.5. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the agency, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Benevolent Association in writing within thirty (30) calendar days. If the Benevolent Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Benevolent Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Benevolent Association, provided that if it

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Sworn Supervisors

involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Benevolent Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in him prior to the date of this Agreement. Unless the parties have specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the agency, the Employer shall retain all rights imposed upon him by law to carry out the administration of the agency and include, but not be limited to:

- A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.
- B. The right to relieve employees from duty, and determine the number of personnel needed in the agency, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the agency; maintain and improve the efficiency and effectiveness of the agency, and the county.
- E. The right to make reasonable rules and regulate the agency, and to establish and amend policies and procedures, and necessary rules relating to the operation of the agency in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the agency in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.
- H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.
- I. The right to assign to shifts and duties.

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- J. The right to introduce new or improved methods, operations, equipment or facilities.
- K. The right to schedule overtime work as required.
- L. The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.2. Where the rights, powers and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

**ARTICLE 3**  
**NON-DISCRIMINATION**

Section 3.1. The Employer and the Benevolent Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, ancestry or genetic information of any person, or Benevolent Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law.

Any grievance filed concerning an alleged violation of this Article may be only be pursued through step 3 of the grievance procedure.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 4**  
**BENEVOLENT ASSOCIATION SECURITY**

Section 4.1. The Employer agrees, upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Benevolent Association membership dues uniformly required of bargaining unit members. The Benevolent Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit members' wages shall be forwarded to the Benevolent Association once each month.

Section 4.2. The Employer agrees to deduct Benevolent Association dues once each pay period for twenty-six (26) pay periods per year from a regular paycheck of bargaining unit employees who authorize such deductions in writing. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Benevolent Association dues from the payroll



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Sworn Supervisors

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 4.3. The Employer shall be relieved from making such individual 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, or (5) any pay period during which the employee does not earn enough wages for Benevolent Association dues to be deducted after all other deductions are made, or (6) upon written notice of an employee's revocation of the dues authorization.

Section 4.4. The parties agree that neither the employees nor the Benevolent Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such 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 Benevolent Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.5. The Benevolent Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 5**  
**BENEVOLENT ASSOCIATION REPRESENTATION**

Section 5.1. Representatives of the Benevolent Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Benevolent Association representative shall identify himself to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than eleven (11) employees combined from all five (5) bargaining units within the Sheriff's Office, designated by the Benevolent Association, to act as Benevolent Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members, as provided herein.

Section 5.3. The Benevolent Association shall provide to the Employer an official roster of all Benevolent Association Executive Board Members which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home or cellular telephone number; and

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D. Benevolent Association office held.

No employee shall be recognized by the Employer as a Benevolent Association Executive Board Member until the Benevolent Association has presented the Employer with written certification of that person's selection.

Section 5.4. The investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activity does not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during an Executive Board Member's work time when release of the Executive Board Members will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work related injury of a bargaining unit member.
- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Benevolent Association agrees that no Executive Board Member or representative of the Benevolent Association either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Benevolent Association agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on duty employees except to the extent specifically authorized by the Employer.

Section 5.6. The Benevolent Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

**ARTICLE 6**  
**BULLETIN BOARDS**

Section 6.1. The Employer agrees to furnish the Benevolent Association bulletin board space to be used by the Benevolent Association for the posting of notices and bulletins relating to the Benevolent Association. All items so posted will bear the signature of an official of the Benevolent Association. The location of said bulletin board space shall be designated by the Employer.

**ARTICLE 7**  
**PROBATIONARY PERIODS**

Section 7.1. Any employee promoted into the bargaining unit as a Sergeant shall be required to successfully complete a probationary period of three hundred sixty-five calendar days (365). Any employee promoted from Sergeant to Lieutenant within the bargaining unit shall be required to successfully complete a probationary period of one hundred eighty (180) calendar days. An employee serving an initial probationary period whose performance is judged unsatisfactory shall be returned to his former classification. Any employee who successfully bids on a permanent reassignment to a specialized unit shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his former position.

Section 7.2. Employees promoted into the bargaining unit as Sergeant or from Sergeant to Lieutenant shall be assigned to the classification pay rate upon the effective date of the promotion.

Section 7.3. Any employee failing to complete the required promotional probationary period shall be returned to his previously held classification with no loss in seniority or benefits.

Section 7.4. An employee demoted to a lower classification for any reason shall receive the rate of pay in that classification which coincides with his years of service.

**ARTICLE 8**  
**SENIORITY**

Section 8.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 8.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 8.2. "Agency Seniority" shall be computed on the basis of uninterrupted length of continuous service with the employer as a sworn officer. "Rank Seniority" shall be computed on the basis of total time in rank. Rank seniority shall prevail over agency seniority where seniority rights are listed in this agreement.

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

1. absence while on approved paid leave of absence or while on FMLA;
2. absence while on disability leave;
3. military leave; and
4. a layoff of eighteen (18) months duration or less.

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

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Sworn Supervisors

1. discharge or removal for just cause;
  2. retirement;
  3. layoff for more than eighteen (18) months;
  4. failure to return to work within ten (10) calendar days of a recall from layoff;
  5. failure to return to work at the expiration of leave of absence; and
  6. a resignation.
- C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.
- D. Seniority continues to accrue under the situations described in Section 8.2(A)(1) through (4) above.

**ARTICLE 9**  
**VACANCIES/PROMOTIONS**

Section 9.1. When the Employer determines that a new assignment or a vacancy in any assigned area becomes available, notice of such assignment availability shall be posted in the Sheriff's Office out post room, squad room and jail. All such notices will contain a description of the position to be filled, any special qualifications that may be required, and the location where the employee will be required to report to work. All personnel who feel that they qualify for the assignment or vacancy may submit a request to the Employer to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be posted as provided for herein for fourteen (14) calendar days prior to being filled. Specialized Assignments include Deerfield Post Commander, South Lebanon Post Commander, Training Section Sergeant, Administrative Enforcement Lieutenant, Drug Task Force Sergeant and Lieutenant, C.I.S. Sergeant and Lieutenant.

Section 9.2. In the selection of a successful applicant for a vacancy to any other position other than a specialized assignment, or promotion, rank seniority shall prevail. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first.

Section 9.3. In the selection of a successful applicant for a specialized unit vacancy or promotion, the test score (100 points of which up to ten [10] points can be based upon physical standards for Training Sergeant and for promotion) and the following factors will determine a successful applicant:

- A. Rank seniority (4/10's of a point per year with a maximum of 5 points)
- B. Records of Attendance \* (5 points)
- C. Records of Discipline \* (5 points)

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- D. Records of Commendation \* (5 points)
- E. Performance Evaluations \*\* (excludes probationary evaluations) (4 points)

\*Based on the twelve (12) months prior to the date the posting ends.

\*\* Based on the most recent performance evaluation issued prior to the date the posting ends.

The Employer shall make available to all applicants the weights to be given to each component of the test (e.g. percentage, number of points, pass/fail, etc.)

Section 9.4. It is the intent of the Employer that the most qualified applicant will be selected.

Section 9.5. Nothing in this Article shall in any way control the right of the Employer to make a change in assignment or to temporarily fill a vacancy. However, the Employer shall first consider qualifications of existing employees prior to hiring outside employees.

Section 9.6. An employee awarded a permanent reassignment through the bidding process within any assigned area may not voluntarily elect to return to his or her previous duty assignment. An employee awarded a specialized assignment pursuant to Section 9.3 of this Article in the C.I.S, D.T.F, or Training units only may voluntarily elect to return to his previous duty assignment within thirty (30) calendar days from the date that the employee first reports to work. The Employer shall award the assignment to the next highest eligible applicant on the established candidate list.

Section 9.7. When a temporary assignment which will exceed forty-five (45) calendar days becomes available (e.g., a temporary detective, road patrol, or court service position), it will be posted for bid pursuant to this Article, but for a period of seven (7) calendar days. The position shall be awarded to the senior qualified applicant. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first. The parties may mutually agree to extend the assignment.

Section 9.8. Appointment to the position of Lieutenant shall be filled in accordance with this Article, and with members of this bargaining unit, unless there are no qualified bargaining unit members for the position. The intent is to establish a Lieutenant eligibility list. Whenever the Employer determines to fill a vacancy in the Lieutenant classification, it shall be filled by the person, if any, standing highest on the promotional eligibility list established from a promotional examination, assessment and testing procedure. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In order to be eligible to apply or test for a Lieutenant position, an employee must be within one (1) month of completing two (2) years of service in the preceding rank. When a test is given, each employee taking the test will have ten (10) days from the completion of the testing process to review his testing packet, exclusive of any proprietary material.

Section 9.9. When the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee and for vacation accrual. All other seniority based benefits will be based on seniority with the Warren County Sheriff's Office or

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within rank while employed by the Warren County Sheriff's Office, whichever is applicable. An employee covered by this provision shall be subject to a three hundred sixty five (365) calendar day probationary period.

**ARTICLE 10**  
**DISCIPLINE**

Section 10.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay;
- D. Reduction in classification (demotion); and
- E. Discharge from employment.

Section 10.2. Except in instances where an employee is charged with a serious offense, 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 performance and conduct.

Section 10.3. The Employer may take disciplinary action for actions occurring while the employee is on duty, or working under the colors of the Employer, or represents himself as an employee of the Warren County Sheriff's Office, or in instances where the employee's conduct violates his oath of office or where the employee's on or off-duty action creates harm to the image of the Sheriff's Office. If an employee is to be disciplined, the Employer will commence the procedures within sixty (60) calendar days of verification of the event which may be cause for discipline. Verification means the date on which the statement of charges is issued to the employee.

Section 10.4. In any interview between a bargaining unit member and a member of management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the affected employee will be given his Miranda and/or Garrity Rights by the Employer and the employee may request to have Benevolent Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than twenty-four (24) hours for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 10.5. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

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Section 10.6. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall either not be an employee of the Warren County Sheriff, or shall not be in the employee's chain of command.

Section 10.7. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative Investigation (AI) report prior to the conference. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 10.8. The employee is entitled to a representative of his choice to accompany him to the conference. The employee shall provide a list of witnesses and the name and occupation of his representative to the Employer as far in advance as possible, but not later than forty-eight (48) hours prior to the disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered overtime and compensated at the overtime rate.

Section 10.9. At the conference, the employee will be advised of his Garrity Rights by the Employer. The hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. The employee or representative may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony.

Section 10.10. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the Benevolent Association, and the Employer upon completion of the report.

Section 10.11. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, 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 questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known

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- at that time and his right to have the opportunity to have a Benevolent Association representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
  - D. The Employer may audio record any investigative interviews or disciplinary conferences. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.
  - E. Preliminary investigations and disciplinary conferences 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 being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
  - G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 10.12. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 10.13. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer 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 or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

Section 11.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 11.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matters. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time



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period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the immediate supervisor within ten (10) business days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the ten (10) business day period. The immediate supervisor must give his answer to the grievance in writing within ten (10) business days following the date on which the grievance was presented to him.

Section 11.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the ten (10) business day period shall grant the employee the right to submit the grievance within ten (10) business days to the Division Commander. If the Division Commander is the immediate supervisor, Step 3 of the grievance procedure will commence.

Section 11.4. Step 3: Should the Division Commander fail to answer the grievance within the ten (10) business day period, the ten (10) business day submission period to the Sheriff or designee shall commence on the day following the end of the ten (10) business day period granted to the Division Commander. The Sheriff or designee must answer the grievance in writing within ten (10) business days of the date of the receipt of the grievance.

Section 11.5. Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request from the Benevolent Association in accordance with the provisions of this Article.

Section 11.6. The Benevolent Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) business days from the date of the final answer on a grievance from Step 3, the Benevolent Association shall notify the Employer of its intent to seek arbitration.

Section 11.7. The Sheriff and the Benevolent Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Sheriff and the Benevolent Association are not able to agree upon an arbitrator within ten (10) business days after receipt by the Employer of the demand for arbitration, the Benevolent Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA Rules. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in a substitute list.

Section 11.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 11.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not

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negotiated as a part of the Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of such discipline.

Section 11.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Benevolent Association.

Section 11.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that Sheriff's Office employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 11.12. The Benevolent Association shall use a grievance form which shall provide the information required in the Article. The Benevolent Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Benevolent Association Representative(s) all replies concerning the grievance.

Section 11.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 11.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 11.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

Note: All references to business days in this article refer to Monday – Friday, excluding holidays.

**ARTICLE 12**  
**PERSONNEL FILES**

Section 12.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time during regular business hours, and may upon request and at the employee's expense, receive a copy of documents contained therein.

Section 12.2. No anonymous material of any type shall be included in the employee's personnel file.

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Section 12.3. Provided no similar intervening discipline has occurred, non-disciplinary counseling sessions shall cease to have force and effect six (6) months from the date of issuance. Provided no similar intervening discipline has occurred, records of verbal reprimand (time and date recorded) and written reprimand shall cease to have force and effect one (1) year from the date of issuance. Any record of disciplinary suspension or demotion shall cease to have force and effect two (2) years from the date of issuance, providing no intervening discipline has occurred. In the event of intervening discipline, the active record of discipline shall cease to have force and effect upon the expiration of the most recent discipline. Any inactive non-disciplinary counseling session or record of discipline will, at the request of the employee, be physically removed from the employee's personnel file and placed in a separate file maintained in the human resources office. Such separate file shall be clearly marked "inactive file." The employee's written request to remove inactive records of discipline shall be located in the inactive file with no copies in the active file.

Section 12.4. Each employee will have the right to insert statements into his personnel file concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel file.

Section 12.5. Inactive files provided for in Sections 12.3 and 12.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

**ARTICLE 13**  
**SAFETY AND WELFARE**

Section 13.1. The Employer and the Benevolent Association agree that the safety and welfare of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 13.2. The Benevolent Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 13.3. The Employer shall provide Hepatitis B, Flu, and Tuberculosis vaccinations/screens upon request to those employees who have direct contact with prisoners or former clients. The Employer shall advise employees of the medical conditions of clients (prisoners) in the most appropriate way in order to avoid the risk of infections and communicable disease to employees and to facilitate the proper care of the client. Employees who test positive for tuberculosis (TB) will be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the employee's health insurance plan.

In the event an employee has direct contact with an individual who has a communicable disease or infection, the Employer shall make medical screening available for the employee to screen for

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infection at the Employer's expense to the extent such medical screening and medication is not paid for under the employee's health insurance plan.

Section 13.4. The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise their duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 13.5. Eligible employees and their dependents shall be provided services through an Employee Assistance Program (EAP) as part of the Employer sponsored medical benefits plan at no additional cost to the employee, up to the maximum limits allowed in the EAP. (Eligibility for EAP services is separate from eligibility for the medical benefits plan.) Employees may schedule these appointments without Employer notification or approval. Records relating to EAP services shall only be released in accordance with applicable laws, unless the employee has provided a release for disclosure of the records.

**ARTICLE 14**  
**LABOR/MANAGEMENT AND SAFETY MEETINGS**

Section 14.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. The Benevolent Association and the Employer may have representatives as each deems necessary to address the issues.

Section 14.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Benevolent Association of changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Benevolent Association representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.

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- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.

Section 14.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

**ARTICLE 15**  
**EDUCATION AND TRAINING**

Section 15.1. The Employer recognizes and understands that continuing education and training are important aspects of employee performance and career development. The Employer agrees to make every reasonable effort to provide information through postings on appropriate training opportunities in the area.

Section 15.2. All training required of an employee in his current position by the Employer shall be paid for by the Employer. All required training shall be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or from the site to the county shall be counted as regular work days, not to exceed eight (8) hours per day.

Section 15.3. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition and fees pursuant to the Employer's policy for all required training and for voluntary training which has been approved in advance by the Employer.

Section 15.4. Required training and/or instructions, as well as time for successful completion of "duty weapons" firearms qualifications, shall be considered time worked when the employee is not scheduled to work and is in an off duty status.

Section 15.5. If at any time, due to training required by the Employer that is not required for state certification, a member is obligated to work over their normal workday the member shall be compensated at time and one half (1½) for any extra hours worked, up to a maximum of two (2) hours per in class day. This includes but is not limited to, any preparation for training, any homework for training, and any research needed for training.

Section 15.6. In the event an employee is scheduled for off-site training, the employee shall be paid for travel time for the time spent traveling to and from the training. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time shall be paid to the employee at his/her regular salary, with all hours worked in excess of eight (8) hours in any day paid at time and one-half (1½) the employee's hourly wage.

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**ARTICLE 16**  
**INSURANCES**

Section 16.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit County general fund employees.

Section 16.2. The Employer may provide a comprehensive plan, a flexible benefits plan, or a preferred provider plan, etc. as additional options on the same basis these plans are provided to non-bargaining unit County general fund employees.

Section 16.3. If the Employer determines that it is necessary to assess a partial co-payment of insurance premiums by non-bargaining unit County general fund employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Effective January 1, 2023, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$130.00 per pay period.

Effective January 1, 2024, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$150.00 per pay period.

Effective January 1, 2025, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$170.00 per pay period.

Section 16.4. The Employer shall provide a term life insurance policy in the amount of twenty five thousand dollars (\$25,000), or an amount equivalent to one (1) year's base annual salary, whichever is greater, for each bargaining unit employee.

Section 16.5. The Employer shall provide at least \$600 annually into the health savings account of employees electing single insurance coverage under the Employer's High Deductible Health Care Buy-up plan and at least \$1200 annually into the health savings account of employees electing family insurance coverage under the Employer's High Deductible Health Care Buy-up plan. These amounts shall be made in two (2) equal deposits in January and July.

Section 16.6. If both spouses work for the County, only the most senior full time member shall be charged for the family plan.

**ARTICLE 17**  
**PROFESSIONAL INSURANCE**

Section 17.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 17.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties.

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Counsel shall be mutually agreeable between the Employer and employee. In the absence of agreeable counsel, the Warren County Bar Association shall be requested to assign counsel.

**ARTICLE 18**  
**TRAVEL EXPENSE REIMBURSEMENT**

Section 18.1. The Employer shall reimburse employees for expenses incurred by the employee with an itemized receipt while on official business in accordance with the following:

TRAVEL

- A. By County vehicle - actual expense upon presentation of receipts.
- B. By employee private vehicle - per County policy.
- C. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts and with prior approval of Employer.
- D. Tolls and parking - actual costs upon presentation of receipts.

HOTEL/MOTEL

Actual costs, if prior approval is received from the Employer and upon presentation of itemized receipts.

MEALS

When on authorized out-of-county official business for one (1) full shift or more, reasonable expenses upon presentation of itemized receipts. The Employer shall have sole discretion in determining the hours during which travel must occur in order to be eligible for reimbursement for a particular meal. The Employer shall also have sole discretion in determining the maximum amount to be reimbursed for each meal. Meals will not be reimbursed where travel is to an adjacent county for less than three (3) consecutive days. Adjacent counties, for purposes of this provision, are: Clermont, Hamilton, Butler, Preble, Montgomery, Greene, and Clinton. An employee assigned to such out-of-county travel (such as in training) for three (3) consecutive days or more may request advance payment of the per diem meal allowance. Payment will be made from the Sheriff's Office funds, which the employee must reimburse when the County pays the employee's expenses.

Section 18.2. All expenses shall be filed on the travel expense report with the itemized receipts attached. An itemized receipt may be handwritten, if it is signed by the vendor. Alcoholic beverages will not be a reimbursable expense.

Section 18.3. Any travel expense reimbursed by the County herein, may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

**ARTICLE 19**  
**UNIFORMS AND EQUIPMENT**

Section 19.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer in quantities specified by the Employer, but not less than three (3) summer uniforms and three (3) winter uniforms. The Employer shall contract for cleaning services which employees may make use of for purposes of cleaning uniforms. Sergeants and Lieutenants are eligible for uniform shoe replacement on an "as needed" basis.

Section 19.2. Plain clothes officers may utilize the dry cleaning vendor(s) designated by the Employer for cleaning of no more than three (3) suits (or the equivalent) per month (the Employer may make an exception to this limitation when the circumstances warrant).

Section 19.3. Where an employee supplies evidence that he sustained damage to authorized personal property in the active discharge of duty 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 replacements to a maximum of two hundred dollars (\$200.00), but not more than seventy-five dollars (\$75.00) for jewelry items, per calendar year. Reimbursement for damage to personal property is available only for authorized property. Certain property is considered unauthorized but permitted (e.g., cell phones, pagers, etc.), and some property may be considered prohibited (e.g., laser sights for weapons, etc.). To the extent possible, the Division Commanders and Watch Commanders will prepare lists showing examples of the three (3) categories of personal property. The employee shall present the damaged 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 option. In the event payment for damaged authorized personal property is received by the employee from any other source, the Employer shall be reimbursed for its payment to the employee under this Section.

Section 19.4. The Sheriff's Office shall review and evaluate any and all issued equipment every two (2) years. The purpose of the review is to determine if issued equipment is safe and maintained to manufactures specifications. The review will be conducted by a panel made up of Management, training staff, firearms instructors, and bargaining unit members. Management shall use the results of the review to determine if new or replacement equipment is needed.

**ARTICLE 20**  
**PHYSICAL STANDARDS**

Section 20.1. The Employer has the right to establish physical standards for promotions and specialized assignments, as set forth in Article 9.

**ARTICLE 21**  
**ALCOHOL/DRUG STANDARDS**

Section 21.1. Drug/alcohol testing may be conducted on employees at times of pre-employment or on a random basis (for safety-sensitive positions) after employment, or upon reasonable



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suspicion. Reasonable suspicion that an employee used or is using a controlled substances or alcohol 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. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 21.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 21.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 21.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of samples shall be done by an outside health care provider. The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 21.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer

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(MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 21.6. Split Sample Testing:

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 21.7. Test results shall only be released in accordance with all applicable laws unless the employee has provided a signed release for disclosure of the results, subject to Section 21.6(C) above. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 21.8. If the alcohol or drug test is positive, and if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position for which he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

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Section 21.9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 21.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written authorization of the employee.

Section 21.11. Additional Procedures Regarding Random Testing: The pool for random testing shall be a combined pool for all employees in safety-sensitive positions in all bargaining units in the Office of the Warren County Sheriff. Testing may be conducted up to three (3) times a year. Up to ten percent (10%) of the employees in the pool will be tested each time. Aside from the random approach to selection, and the lack of any need for substantiation of reasonable suspicion, the procedures for random testing shall be the same as for reasonable suspicion testing. Selection of employees shall be random, selected by an outside agency, by payroll number.

**ARTICLE 22**  
**HOURS OF WORK / OVERTIME / CALL-OUT TIME /**  
**ON-CALL TIME / COURT TIME**

Section 22.1. This Article is intended to define the normal hours of work per day or per week or per period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employee, etc. This Article is intended to be used as the basis of computing overtime and shall not be construed as a guarantee of work per day or per week or per period.

Section 22.2. With the exception of changes of shifts, when employees are required to work more than eight (8) hours in any calendar day, or more than one hundred sixty (160) hours within a twenty-eight (28) calendar day period, they shall receive compensation at the rate of one and one-half (1½) times their regular hourly rate for all excess hours. Overtime shall be calculated to the nearest five (5) minutes. An exception to the eight (8) hour provision shall be deemed accepted when the Employer and employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days). The workday for all personnel assigned to non-continuous operations is exclusive of an unpaid meal period.

Section 22.3. 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 (1½) hours off for each one (1) hour of overtime worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time. The following rights and conditions shall exist as they pertain to compensatory time:

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- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. In all cases, requests for compensatory time off shall be approved or disapproved according to the operational needs of the Employer;
- C. Requests for compensatory time off must be submitted not less than sixteen (16) hours in advance of the time requested, unless a shorter advance notice is accepted at the discretion of the supervisor;
- D. Upon termination of employment, an employee will be paid for his accrued compensatory time at his current rate of pay, or his average pay over the preceding thirty-six (36) months, whichever is greater.
- E. Employees shall have the option to cash in up to forty (40) hours of their earned compensatory time in October of each year to be paid out in the first full pay period of November.

Section 22.4. When an employee is called in to work before the commencement of his regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of his regularly scheduled eight (8) hour working period, the employee shall receive a minimum of three (3) hours compensation for each such occurrence. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

Section 22.5. An employee who is required to be confined or restricted to a particular pre-designated location for the purpose of being "on-call" shall be considered to be on "restricted-on-call". These hours shall be counted toward overtime calculations.

Section 22.6. An employee who is "on-call" but is only required to carry an agency issued cell phone, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a three (3) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Any employee who is required to attend court in performance of his duties outside his regular work shift shall receive a minimum of three (3) hours at one and one-half (1½) times his regular hourly rate for such attendance unless the appearance abuts the regularly scheduled work shift. In the event that such court time is within two (2) hours at the end of an employee's scheduled shift, the employee may hold over until he is scheduled to attend court. No court time shall be allowed to any such employee who has been notified that his presence is not needed at least two (2) hours prior to his scheduled appearance. If an employee is required to stay in attendance at such court for more than two (2) hours in any one day, he shall be paid at time and one-half (1½) rate for all hours in excess of one and one-half (1½) hours spent in attendance that day. Any employee required to attend court on their regular scheduled day off, or required to attend court at a time which is more than four (4) hours before or after their scheduled shift shall receive a minimum of three (3) hours at one and one half (1½) times their regular rate of pay for

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such attendance in lieu of the three (3) hour court time. Any and all fees, compensation or allowances to which any employee is or would be entitled to for such court time as provided by the statute or court order, shall be turned over and paid to the county and not retained by the employee.

Section 22.8. An employee will be afforded an eight (8) hour lay over between his hours of duty; meaning an employee who works a normal eight (8) hour tour and is relieved, shall not be ordered to another tour without such lay over. Unscheduled overtime, state of emergency, and court time will be an exception to this requirement. Employees required to attend mandatory training may not be afforded the eight (8) hour lay over, but shall normally be afforded a lay over of at least six and one-half (6½) hours.

Section 22.9. Scheduled Overtime: When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Drug Task Force, South Lebanon, Court Services, Deerfield Township, etc.). The date and hours of the overtime will be posted with twelve (12) slots indicated after each entry. Up to twelve (12) persons within the same work unit the overtime is posted for will have the opportunity to sign up for the same overtime. The posting supervisor will determine which of these persons signing up has the least amount of hours worked overtime during that year and assign the overtime to that person. Overtime worked on holidays will be determined by the person signing up who has worked the most amount of overtime worked during that year. In the event no employee signs up for the holiday overtime, it will be awarded to the employee with the least amount of overtime hours worked that year. In the event two employees sign up to split the shift, and both employees have the least amount of hours worked overtime during that year than employees signing up for the whole shift, the two employees shall be granted the overtime shift. Thereafter, if no one signs up for the overtime, the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year, and assign those two employees to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. The two employees assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer). The assignment of any overtime will be based on overtime hours worked only.

Overtime (scheduled or unscheduled) covering vacations or compensatory time should be posted 5 days (in no case less than 3 days) in advance unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 22.10. Unscheduled Overtime: When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Drug Task Force, South Lebanon, Court Service, Deerfield Township, etc.). Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need.

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Under no circumstances will employees be permitted to work in excess of sixteen (16) consecutive hours. Court time and call outs shall be exceptions to this rule. An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; however such employment may be considered by the Employer when assigning overtime.

If no employee accepts the overtime offer, the supervisor shall determine who is available within the assigned work unit with the least amount of overtime hours worked that year on the shift preceding the need and assign that person (or persons) to work. The employee assigned to work the shift may telephone employees to secure a replacement. Full shift overtime may be offered to and split among two (2) employees. The overtime equalization record shall expire on the final pay period of the year, and a new record will be created. However, pay period 1 overtime will be assigned from the previous year's record. The assignment of any overtime will be based on the cumulative overtime hours worked that year to include scheduled, unscheduled, call-out, on-call, and court time.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need, within the bargaining unit, with the least amount of hours worked that year, and assign that person to work the remainder of the shift. If no employee is available to work from the shift following the need, the supervisor will utilize the accumulation record and assign the lowest available officer to work the shift.

Any employee off on FMLA, OIL, or Military Leave for three consecutive months or more, may request an equalization of the overtime accumulation, within ten days of returning to duty. He will be credited with any number of extra hours of overtime necessary to bring him up to the average of the lowest one third 1/3 as listed as of the end of the previous pay period. They are not required to work those extra hours and the Employer is not required to pay for such hours credited.

Section 22.11. In cases of both scheduled and unscheduled overtime, the Employer reserves the right to offer said overtime based upon the operational needs of the Sheriff's Office, pursuant to the procedures in Sections 22.9 and 22.10.

Section 22.12. The parties agree to explore scheduling alternatives. In the event the Employer then enacts permanent shifts or limited shift rotations, employees may select their preferences within their work assignment area according to their rank seniority, subject to the operational needs of the Sheriff's Office.

Section 22.13. In the event that an employee is mandated to work a double shift the employee will receive one and one-half (1½) times the employee's hourly rate for the second shift worked.

Section 22.14. Notwithstanding the provisions of this Article, the Administrative Lieutenant will be able to work County Road Patrol overtime as a Sworn Supervisor under the following conditions:

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1. Scheduled and Unscheduled overtime has been offered to all Sworn Supervisors assigned to County Road Patrol and been declined;
2. Scheduled and Unscheduled overtime assignment would result in a County Road Patrol Sworn Supervisor to be "forced" to work the overtimes shift;
3. The Administrative Lieutenant will not be eligible to be forced to work a scheduled or unscheduled overtime shift;
4. However, in the event the Administrative Lieutenant while working a scheduled shift and a need arises for overtime on the proceeding shift, the Administrative Lieutenant could be forced to work the proceeding shift as per the unscheduled overtime section of this agreement.

No other specialized unit shall be allowed to work overtime outside their respective work unit.

The Deerfield Township and South Lebanon Post Commanders shall remain eligible to sign up for, and work their respective posts' overtime, as they fall within the daily work rotation of their posts.

Section 22.15. For purposes of Sections 22.9 and 22.10, an employee is considered unavailable for an overtime assignment when the employee has or will have exceeded the maximum of sixteen (16) consecutive hours of work. Employees on approved leave are considered unavailable for the entire twenty-four (24) hour period (i.e. 0001 hours through 2400 hours) of the approved leave day; however, an employee may voluntarily sign up for overtime during such twenty-four (24) hour period exclusive of their regularly scheduled shift.

**ARTICLE 23**  
**WAGES AND COMPENSATION**

Section 23.1. Effective the beginning of the first full pay period including January 1, 2023, the regular hourly pay rate for all bargaining unit members shall be increased by five and one-half percent (5.5%) as follows:

			<u>10 Years (50¢)</u>	<u>20 Years (70¢)</u>
Sergeants -	Hourly	\$45.01	\$45.51	\$46.21
	Annual	\$93,620.80	\$94,660.80	\$96,116.80
Lieutenants -	Hourly	\$51.76	\$52.26	\$52.96
	Annual	\$107,660.80	\$108,700.80	\$110,156.80

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Section 23.2. Effective on the first day of the first full pay period including January 1, 2024, the regular hourly rate of pay for all bargaining unit members shall be increased by three percent (3%) as follows:

			<u>10 Years (50¢)</u>	<u>20 Years (70¢)</u>
Sergeants -	Hourly	\$46.36	\$46.86	\$47.56
	Annual	\$96,428.80	\$97,468.80	\$98,924.80
Lieutenants -	Hourly	\$53.31	\$53.81	\$54.51
	Annual	\$110,884.80	\$111,924.80	\$113,380.80

Section 23.3. Effective on the first day of the first full pay period including January 1, 2025, the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

			<u>10 Years (80¢)</u>	<u>20 Years (70¢)</u>
Sergeants -	Hourly	\$47.52	\$48.32	\$49.02
	Annual	\$98,841.60	\$100,505.60	\$101,961.60
Lieutenants -	Hourly	\$54.64	\$55.44	\$56.14
	Annual	\$113,651.20	\$115,315.20	\$116,771.20

Section 23.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1½) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eighty (80) hours per each fourteen (14) day work or pay period.

Section 23.5. As stated in Section 9.8 of this Agreement, in the event that the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee, which includes placing the employee in the applicable pay rate that reflects his prior law enforcement.

Section 23.6. Bargaining unit employees assigned to plain clothes (detective) duty shall receive a forty cent (\$.40) per hour stipend that will be added to their base rate of pay. Plain clothes officers may utilize the dry cleaning vendors designated by the Employer for cleaning of no more than thirty-one (31) pieces of clothing per month (the Employer may make an exception to this limitation when the circumstances warrant).



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Section 23.7. Bargaining Unit employees assigned to the detective unit shall receive a three percent (3%) pay differential added to their hourly rate.

**ARTICLE 24**  
**VACATION**

Section 24.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

Upon completion of one (1) year	80 hours
Upon completion of seven (7) years	120 hours
Upon completion of fourteen (14) years	160 hours
Upon completion of twenty-four (24) years	200 hours

Section 24.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave, disciplinary suspension, or while in layoff status.

Section 24.3. Vacation shall not be granted in increments of time that are less than fifteen (15) minutes in duration. Requests for vacation shall be made in writing by the employee to the Employer no less than five (5) calendar days prior to the date the requested vacation is to commence. Vacation requests with less than three (3) days prior notice may be granted at the discretion of the Employer.

Section 24.4. Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Sheriff's Office. Whenever possible, seniority shall be used to determine vacation schedules. Seniority shall not be reason to cause an employee to lose an approved vacation period.

Section 24.5. Vacation credit of three (3) years plus current year shall be paid out at the employee's current rate of pay upon separation of employment. Vacation credit in excess of three (3) years plus current year may be accumulated but not paid out upon separation of employment.

Section 24.6. When an employee with more than one (1) year of continuous service resigns, retires or dies while working for the Sheriff's Office, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted leave of absence.

**ARTICLE 25**  
**HOLIDAYS**

Section 25.1. All full-time continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January

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Police Memorial Day	May 15th
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25 <sup>th</sup>

All full-time non-continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

Section 25.2. An employee while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided for in this Article.

If a holiday provided for in Section 25.1 above occurs while an employee is on vacation or sick leave, such leave time will not be charged against that employee's vacation or sick leave balances.

Section 25.3. For employees who are assigned to continuous operation duty (24 hour - 7 day operations), the holidays provided for in Section 25.1 of this Article shall be observed on the date on which they occur.

For employees who are assigned to non-continuous operation duty (Monday through Friday operations), holidays provided for in Section 25.1 of this Article that occur on a Saturday shall be observed on the previous Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

Section 25.4. Employees who are assigned to continuous operation (24 hour - 7 day operations) who work four (4) hours or more of their shift during the twenty four (24) hour period of the holidays provided for in this Article shall receive the overtime rate of pay for the first eight (8) hours worked plus eight (8) hours holiday pay.

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Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2½) times his normal rate of pay for all hours worked in excess of eight (8).

Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 25.5. Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are scheduled to work on a holiday provided for in this Article shall receive the overtime rate of pay for all hours worked plus eight (8) hours holiday pay.

Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 25.6. Employees who work on a holiday will have the option to (1) receive their holiday pay and one and one-half (1½) time pay for all hours worked, or (2) receive their holiday pay and convert their premium pay (but not the holiday pay of eight [8] hours) to compensatory time.

Section 25.7. Certain deputies, because of specialized assignments, would prefer to arrange their holidays off in conjunction with their assigned area, such as in the schools. With prior approval of the appropriate division commander, deputies on specialized assignments may rearrange their holiday schedules. The Association Representatives will be notified of any approved holiday trade.

**ARTICLE 26**  
**SICK LEAVE**

Section 26.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions of the employee; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

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- E. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.) In no case will this change in shift cause anticipated overtime at the time of scheduling.
  2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave. (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any other use of sick leave shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

- F. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.
- G. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 34, Funeral Leave.

Section 26.2. For purposes of this Article, the immediate family is defined as: mother, father, child, legal ward, spouse, step-child, step-parent, legal guardian or other person who stands in the place of a legal parent.

Section 26.3. The call-in time limits will not apply in cases of emergency illness or injury. Definition of emergency illness to wit: heart attack, stroke, appendicitis, etc. to the employee or his immediate family. Definition of emergency injury to wit: auto accident, amputation, disabling fall, etc.

Section 26.4. The Employer maintains the right to investigate any employee's absences.

Section 26.5. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave.

Section 26.6. The amount of sick leave time any one employee may accrue is unlimited.

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Section 26.7. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 26.8. An employee on sick leave shall inform the control officer on duty of the fact and reason at least two (2) hours prior to the time he is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 26.9. The Employer shall have the right to retain an employee on duty until a replacement reports for duty, and the Employer or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examinations, nursing visits, or other inquiry which the Employer deems necessary which will be paid for by the Employer. Absence for part of the day that is chargeable to sick leave shall be charged proportionately in an amount not less than fifteen (15) minutes. Schedules may be rearranged upon request of the employee and approval of Employer to avoid the charging of sick leave.

Section 26.10. Within ten (10) scheduled working days of the employee returning to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons. The employee shall only be charged for sick time equal to eight (8) hours less all hours worked that day. It is the intent of the parties that when an employee works overtime in a work day, or when an employee is required to attend court in the performance of his duties outside his regular work shift, and later calls off sick for a regular shift (or part of a shift), they shall receive credit for the overtime and will only be charged sick leave for the hours for actual sick leave time used. The following are examples of the application of this provision:

Example #1 An employee assigned to the 4-12 shift works four (4) hours of overtime. He then calls off sick on his 4-12 shift later that day. He will receive four (4) hours at overtime pay rate and will be charged eight (8) hours of sick leave for the shift called off.

Example #2 The employee works the entire midnight to 8 shift on overtime, then calls off sick for his 4-12 shift. He receives eight (8) hours at overtime pay rate and will be charged eight (8) hours of sick leave for the shift called off.

A doctor's excuse is required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled workweek.

Section 26.11. Falsification of the written, signed statement or altering the physicians' certificate will be grounds for disciplinary action.

Section 26.12. Upon submitting proper verification by employee to Employer, employees who transfer between county departments or agencies, or from another public agency as provided for

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by applicable state law, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, re-appointment or transfer does not exceed ten (10) years.

Section 26.13. 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 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks in accordance with the FMLA of 1993, as amended.

Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days' notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement however, the length of the leave will be calculated to include the time the employee was off on FML. It is intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 26.14. Donated Time:

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:
1. The character of the employee's ailment;
  2. The health care provider's prognosis for recovery;
  3. The employee's history of paid leave usage; and
  4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time

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donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.

- C. Donated time shall be converted to its cash equivalent and paid to the recipient at his or her regular hourly rate.
- D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.
- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 26.15. An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his scheduled start time unless they make themselves available to resume duties for the employer by notifying the on duty supervisor. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period shall be subject to disciplinary action.

Section 26.16. Employees released from their doctor for transitional duty shall be accommodated if appropriate transitional duty is available. The Employer will determine if transitional duty work is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.

**ARTICLE 27**  
**SICK LEAVE CONVERSION**

Section 27.1. Employees who have completed ten (10) years or more of continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge, or resignation in lieu of discharge.

- A. Eligible employees shall be entitled to convert accumulated sick leave hours as set forth below:
  - 1. Ten to fifteen years of service: twenty-five percent (25%) up to a maximum of two hundred forty (240) hours.
  - 2. Fifteen to twenty years of service: twenty-five percent (25%) up to a maximum of three hundred (300) hours.
  - 3. Twenty to twenty-five years of service: twenty-five percent (25%) up to a maximum of three hundred sixty (360) hours.
  - 4. Twenty-five years of service: twenty-five percent (25%) up to a maximum of four hundred twenty (420) hours.

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County service shall mean only Warren County Service.

Section 27.2. Payment shall be based upon the employee's hourly rate of pay at the time of separation. Only sick leave hours accrued while employed by Warren County are eligible for conversion under this Article.

Section 27.3. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 27.4. Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

**ARTICLE 28**  
**PERSONAL DAY LEAVE**

Section 28.1. All bargaining unit employees who have completed one (1) year of service shall be entitled to one (1) personal leave day with pay during each calendar year. Personal day leave use shall not be charged to accumulated but unused leave.

Section 28.2. Employees who do not use any unscheduled sick leave during the calendar period between January 1 - June 30, and July 1-December 31 shall be granted one (1) additional personal leave day with pay per period. A maximum of two (2) personal leave days can be earned during any calendar year and will be awarded within ten (10) business days of the end of an applicable period. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

Section 28.3. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 28.4. Earned personal day leave may only be used in eight (8) hour increments, and if not scheduled and used shall be forfeited upon separation.

**ARTICLE 29**  
**JURY DUTY (CIVIL LEAVE) WITNESS FEES**

Section 29.1. If an employee is called for court jury duty during his scheduled shift, that employee shall be paid his regular salary or wage during his absence and will be required to turn over any monies received from the court to the county. The employee shall be expected to report for work if a reasonable amount of time remains during his regular work day at the discretion of the Employer.



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Section 29.2. If an employee is called for court jury duty and is selected to sit on the jury and that employee's schedule requires him to work, that employee's schedule will be arranged as to time on required jury duty be as shift work (i.e., if that employee is scheduled to work on the same hours as jury duty, that employee will serve on the jury. If that employee should be scheduled to work any other shift, the required duty will act as scheduled time worked).

Section 29.3. If an employee is summoned to appear as a witness, in relation to his job duties and not a civilian type witness (character witness), in a court of law and received his regular salary or wage for the time spent in court, that employee shall be required to turn over any witness fees received to the county.

Section 29.4. If an employee is required to appear in a court of law for personal reasons, at the discretion of the Employer and employee, that employee shall be required to take comp time, vacation, or leave without pay (in that order) for the time period absent.

**ARTICLE 30**  
**MILITARY LEAVE**

Section 30.1. Employees shall be granted military leave in accord with the applicable state or federal law.

**ARTICLE 31**  
**OCCUPATIONAL INJURY LEAVE**

Section 31.1. This Article outlines the conditions under which Occupational Injury Leave (OIL) may be granted by the Employer and the procedures for administering its use.

Section 31.2. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer and is in lieu of Workers' Compensation (temporary total disability). An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation. OIL will continue for a period not to exceed ninety (90) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for an additional ninety (90) calendar days. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.

Section 31.3. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician, mutually selected by the Benevolent Association and the Employer from a list submitted

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by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid for by the Employer.

Section 31.4. An employee applying for OIL shall authorize the release to the Employer of all medical information, pertinent only 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.

Section 31.5. The Employer may assign the employee to transitional duty with the approval of, and within the limitation set by, the employee's treating physician. The Employer will determine if transitional duty work is available.

Section 31.6. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive OIL pay. The cost of such insurance shall be at the Employer's expense.

Section 31.7. Employees on Workers' Compensation lost income benefits do not earn sick or vacation leave.

**ARTICLE 32**  
**LEAVE OF ABSENCE WITHOUT PAY**

Section 32.1. Upon the written request of a permanent employee, the Employer may grant an employee a leave of absence without pay excluding the seeking of outside employment.

Section 32.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 32.3. The maximum duration of leave of absence without pay for purposes of education, training, or specialized experience which would benefit county service, or for other related reasons, shall not exceed two (2) years.

Section 32.4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

Section 32.5. Upon returning from a leave of absence, the employee shall be placed in his original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

Section 32.6. An employee who fails to return to work within seventy two (72) hours of completion of a leave of absence (without reasonable explanation to the Employer) may be removed.

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Section 32.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit, and seniority will be suspended until the employee returns to work.

Section 32.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer can cancel the leave and provide the employee with a written notice directing the employee to report for work within seventy two (72) hours of receipt of such notice.

Section 32.9. An employee seeking to return to active duty prior to the scheduled date may do so with approval from the Employer.

**ARTICLE 33**  
**DISABILITY LEAVE**

Section 33.1. This Article outlines the conditions under which disability leave may be granted by the Employer, and procedures for administrating its use.

Section 33.2. When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position and compensation. Such request shall be in writing, stating the reason for the request and, if approved by the Employer, attached to the implementing personnel action.

Section 33.3 The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

Section 33.4. Disability Leave: An employee who has completed his probationary period and becomes physically unable to perform his duties due to illness, pregnancy or disability shall be granted a leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability shall be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the conclusion of the disability/personal leave; however, in no case will an employee be allowed more than twelve (12) months disability leave in an eighteen (18) month period for the same illness or condition. When an employee is ready to return to work, he shall furnish a statement from a

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physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, paid leave and leave granted under the Family and Medical Leave Act of 1993.

Section 33.5. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment shall be made permanent, if the temporary employee so desires.

Section 33.6. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

Section 33.7. An employee who has been granted a Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

**ARTICLE 34**  
**FUNERAL LEAVE**

Section 34.1. Due to the death of a member of the employee's immediate family the employee shall be granted two (2) days funeral leave, not chargeable to sick leave, and up to five (5) additional days' funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

Section 34.2. In cases where the funeral as described above is outside of the tri-state area (Ohio, Kentucky, Indiana) an additional three (3) days of absence (chargeable to sick leave, vacation, and/or comp time) may be granted as necessary. All other provisions of Section 34.1 continue to apply.

**ARTICLE 35**  
**RETIREMENT**

Section 35.1. Upon age and service retirement, employees shall be presented with a badge, agency patch, service decoration, and/or a name plate worn during service to the community suitably

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encased for presentation. An employee's unit number and badge number shall be retired upon death in office.

Section 35.2. "Retired employees" (those employees who have separated employment by an age and service retirement) may retain their agency credentials, however such credentials shall be stamped "Retired" by the Employer.

Section 35.3. The Employer shall allow the retired employee to retain one complete set of the agency's uniform with accessories which includes the following if applicable: Retirement badge, collar brass, buttons and backs, and whistle chain. The Employer shall make available for all Employees who retire upon age and service retirement, their duty weapon for the cost of \$1.00 to be paid to the County.

Section 35.4. When an employee intends to retire, he shall be allotted one (1) working day with pay to travel to P.E.R.S. to coordinate retirement affairs. An employee may only use this benefit once during the course of his employment with the Employer and verification of attendance may be required by the Employer.

**ARTICLE 36**  
**LAYOFF AND RECALL**

Section 36.1. When the Employer determines that a long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Benevolent Association of the impending layoff. The Employer and the Benevolent Association shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 36.2. Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees will be notified of the Employer's decision to implement any temporary layoff (lasting five (5) days or less) five (5) calendar days prior to the effective day of the layoff.

Section 36.3. Employees shall be laid off in inverse order of seniority.

Section 36.4. Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt in which to exercise his right to bump the least senior employee within the same or a lower classification, provided the more senior employee possesses the qualifications to perform the work. Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. In the event of a recall, employees who have exercised their bumping rights shall have the opportunity to reverse this privilege. An employee may exercise his bumping rights once during any specific layoff and once during any specific recall that affects his position.

Section 36.5. When employees are laid off, the Employer shall create a recall list based on seniority. The Employer shall recall employees from layoff from within each classification as needed. The Employer shall recall such employees according to seniority and qualification,

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beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

Section 36.6. When the Employer recalls persons off the list, they shall be recalled to their previous classifications, if possible, and at the rate of pay commensurate with the current step of the classification the employee was in at the time of layoff.

Section 36.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Benevolent Association.

Section 36.8. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the laid off employee to provide the Employer with written notice of any change of address, phone number, and/or name during the layoff period.

Section 36.9. The employee recalled from long-term layoff shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice.

**ARTICLE 37**  
**NO STRIKE/NO LOCKOUT**

Section 37.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

**ARTICLE 38**  
**SAVINGS CLAUSE**

Section 38.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Benevolent Association shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

**ARTICLE 39**  
**INTEGRITY OF THE AGREEMENT**

Section 39.1. 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

2022-2025 Tentative Agreement Between WCDSBA and Warren County Sheriff's Office  
Sworn Supervisors

agreement arrived at by the parties after 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 the Benevolent Association, and all prior agreements, practices and policies, either oral or written, are hereby cancelled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 40**  
**WAIVER IN EMERGENCY**

Section 40.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County 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:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency 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 the grievance(s) had properly progressed prior to the emergency.

**ARTICLE 41**  
**DURATION**

Section 41.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., November 20, 2025.

Section 41.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**ARTICLE 42**  
**CANINE HANDLER**

Section 42.1. In order for an employee to qualify for appointment to the position of Canine Deputy, the employee must have at least three (3) years of service within the Enforcement Division.

Section 42.2. The Employer and the Canine Deputy agree to be reasonable and flexible with their schedules in order to avoid excessive overtime (i.e., if called in with dog three (3) hours prior to regular shift, the Canine Deputy may be required to remain on shift and leave three (3) hours early).

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Sworn Supervisors

The Canine Deputy will be afforded one (1) formal training day every week to work with the dog. This training day will be part of the Canine Deputy's work shift.

Section 42.3. Canine Deputies shall receive an additional compensation equal to three (3) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. In the event a Canine Deputy is assigned more than one canine, the Canine Deputy shall receive compensation equal to four and one-half (4½) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. The parties hereby agree that this additional compensation shall be full and complete compensation for the Canine Deputy's off-duty work time for home dog care activities such as feeding, grooming, and exercising the dog, which parties acknowledge should normally not exceed an average of one (1) hour per day.

Section 42.4. Due to the nature and conditions of Canine work, Canine Deputies will be issued five (5) sets of uniforms.

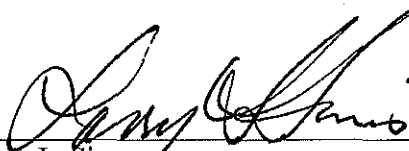


2022-2025 Tentative Agreement Between WCDSBA and Warren County Sheriff's Office  
Sworn Supervisors

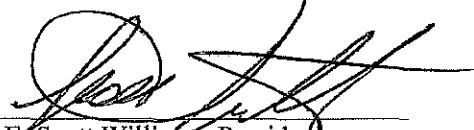
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the  
3 day of January, 20223

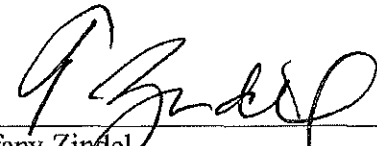
**FOR THE WARREN COUNTY SHERIFF**

  
\_\_\_\_\_  
Larry L. Sims  
Warren County Sheriff

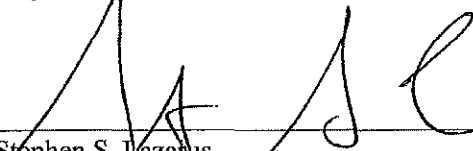
**WARREN COUNTY DEPUTY SHERIFF'S  
BENEVOLENT ASSOCIATION**

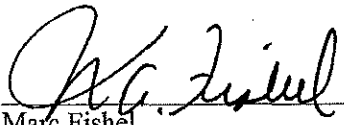
  
\_\_\_\_\_  
Deputy E. Scott Williams, President

**FOR THE WARREN COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
Tiffany Zindel  
County Administrator

  
\_\_\_\_\_  
Lieutenant Chris Peters  
Negotiating Team Member

  
\_\_\_\_\_  
Stephen S. Lazarus  
Lazarus & Lewis, LLC  
Counsel to the Association

  
\_\_\_\_\_  
Marc Fishel  
Fishel Downey Albrecht Riepenhoff, LLP

Approved and journalized by the Warren County Board of Commissioners on 1.3.23  
by resolution number 23-0028.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0029

Adopted Date January 03, 2023

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE AND WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

BE IT RESOLVED, to authorize County Administrator to sign union agreement on behalf of the Warren County Sheriff's Office and Warren County Deputy Sheriff's Benevolent Association regarding Non-Sworn employees (Unit B and Unit C); as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Grossmann – yea  
Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: c/a – Warren County Deputy Sheriff's Benevolent Association  
Sheriff (file)

**AGREEMENT**

**BETWEEN**

**THE WARREN COUNTY SHERIFF**

**AND**

**THE WARREN COUNTY DEPUTY SHERIFF'S  
BENEVOLENT ASSOCIATION**

**NON-SWORN EMPLOYEES**

**SERB CASE NUMBERS**

**2022-MED-07-0697; 2022-MED-07-0699**

**EFFECTIVE THROUGH**

**NOVEMBER 20, 2025**

2022-2025 Tentative Agreement between WCDSBA and Warren County Sheriff's Office  
Non-Sworn Employees (Unit B and Unit C)

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Non-Sworn Employees (Unit B and Unit C)

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2022-2025 Tentative Agreement between WCDSBA and Warren County Sheriff's Office  
Non-Sworn Employees (Unit B and Unit C)

**PREAMBLE**

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Warren County Sheriff's Office, hereinafter referred to as the "Employer," and the Warren County Deputy Sheriff's Benevolent Association, hereinafter referred to as "the Benevolent Association."

The Employer and the Benevolent Association agree that the goal of this Agreement is to create a working relationship between both parties.

**ARTICLE 1**  
**RECOGNITION**

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board on July 9, 1998 in case number 98-REP-02-0044 and as amended in case numbers 2001-REP-11-0279 and 0280, as may be amended/clarified by SERB as set forth herein, the Employer recognizes the Benevolent Association as the sole and exclusive representative for all non-sworn employees in the classifications of corrections officer, corrections sergeant, corrections lieutenant, property room and evidence managers, DTF investigative assistant, IT manager, computer technician, clerical specialists, and custodial worker.

This contract represents three (3) units. The corrections sergeant, corrections lieutenant (Unit B), and property room and evidence manager/DTF investigative assistant/IT manager/clerical specialist/custodial worker/computer technician (Unit C) must be in exclusive units, though they will be covered by the same agreement as the corrections officers (Unit A).

Section 1.2. The Benevolent Association recognizes the following employees as being excluded from the bargaining unit: all deputized employees; all other employees. The position of Internal Affairs shall be included in the bargaining unit.

Section 1.3. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.4. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the agency, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Benevolent Association in writing within thirty (30) calendar days. If the Benevolent Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Benevolent Association notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Benevolent Association, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Benevolent Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

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**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in him prior to the date of this Agreement. Unless the parties have specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the agency, the Employer shall retain all rights imposed upon him by law to carry out the administration of the agency and include, but not be limited to:

- A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.
- B. The right to relieve employees from duty, and determine the number of personnel needed in the agency, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the agency; maintain and improve the efficiency and effectiveness of the agency, and the county.
- E. The right to make reasonable rules and regulate the agency, and to establish and amend policies and procedures, and necessary rules relating to the operation of the agency in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the agency in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.
- H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.
- I. The right to assign to shifts and duties.
- J. The right to introduce new or improved methods, operations, equipment or facilities.
- K. The right to schedule overtime work as required.

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L. The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.2. Where the rights, powers and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

**ARTICLE 3**  
**NONDISCRIMINATION**

Section 3.1. The Employer and the Benevolent Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, ancestry, or genetic information of any person, or Benevolent Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law.

Any grievance filed concerning an alleged violation of this Article may be only be pursued through step 3 of the grievance procedure.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 4**  
**BENEVOLENT ASSOCIATION SECURITY**

Section 4.1. The Employer agrees, that upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Benevolent Association membership dues uniformly required of bargaining unit members. The Benevolent Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit members' wages shall be forwarded to Benevolent Association once each month.

Section 4.2. The Employer agrees to deduct Benevolent Association dues once each pay period for twenty-six (26) pay periods per year from a regular paycheck of bargaining unit employees who authorize such deductions in writing. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Benevolent Association dues 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.



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Section 4.3. The Employer shall be relieved from making such individual 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, or (5) any pay period during which the employee does not earn enough wages for Benevolent Association dues to be deducted after all other deductions are made, (6) or upon written notice of an employee's revocation of the dues authorization.

Section 4.4. The parties agree that neither the employees nor the Benevolent Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such 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 Benevolent Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.5. The Benevolent Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 5**  
**BENEVOLENT ASSOCIATION REPRESENTATION**

Section 5.1. Representatives of the Benevolent Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Benevolent Association representative shall identify himself to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than eleven (11) employees combined from all five (5) bargaining units within the Sheriff's Office, designated by the Benevolent Association, to act as Benevolent Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members as provided herein.

Section 5.3. The Benevolent Association shall provide to the Employer an official roster of all Benevolent Association Executive Board members which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home or cellular telephone number; and
- D. Benevolent Association office held.

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No employee shall be recognized by the Employer as a Benevolent Association Executive Board Member until the Benevolent Association has presented the Employer with written certification of that person's selection.

Section 5.4. The investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activity does not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during a Executive Board Member's work time when release of the Executive Board Members will not unduly disrupt the operation of the Employer:

A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.

B. Investigation of any situation involving a work related injury of a bargaining unit member.

C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Benevolent Association agrees that no Executive Board Member or representative of the Benevolent Association either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Benevolent Association agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on duty employees except to the extent specifically authorized by the Employer.

Section 5.6. The Benevolent Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

**ARTICLE 6**  
**BULLETIN BOARDS**

Section 6.1. The Employer agrees to furnish the Benevolent Association bulletin board space to be used by the Benevolent Association for the posting of notices and bulletins relating to the Benevolent Association. All items so posted will bear the signature of an official of the Benevolent Association. The location of said bulletin board space shall be designated by the Employer.

**ARTICLE 7**  
**PROBATIONARY PERIODS**

Section 7.1. Every newly hired employee shall be required to successfully complete a probationary period of three hundred and sixty-five (365) calendar days from the date of hire. An employee

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serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. Any employee who successfully bids on a permanent reassignment to a specialized unit shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his former position.

Section 7.2. Employees promoted to corrections sergeant or corrections lieutenant shall serve a probationary period of one hundred and eighty (180) calendar days. Employees promoted into the bargaining unit as sergeant or from sergeant to lieutenant shall be assigned to the classification pay rate upon the effective date of the promotion. A promoted employee whose performance is unsatisfactory during probation shall be returned to his former position. The promoted employee may at any time during probation voluntarily elect to return to his former position.

Section 7.3. Any employee who, while serving a probationary period, misses twenty-two (22) or more work days may have the probationary period extended by the length of the absence. Such extension may not exceed the length of the original probationary period.

Section 7.4. Benefits for newly hired employees shall be effective upon completion of thirty (30) calendar days employment, with the exception of insurance benefits, which shall be effective in the same manner as for all non-bargaining unit county employees.

Section 7.5. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

**ARTICLE 8**  
**SENIORITY**

Section 8.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 8.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 8.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Sheriff.

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

1. absence while on approved paid leave of absence or while on FMLA;
2. absence while on disability leave;
3. military leave; and
4. a layoff of eighteen (18) months duration or less.

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

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1. discharge or removal for just cause;
2. retirement;
3. layoff for more than eighteen (18) months;
4. failure to return to work within ten (10) calendar days of a recall from layoff;
5. failure to return to work at the expiration of leave of absence; and
6. a resignation.

C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.

D. Seniority continues to accrue under the situations described in Section 8.2(A)(1) through (4) above.

Section 8.3. "Agency Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. "Rank Seniority" shall be computed on the basis of the total time in rank. Rank seniority shall prevail over agency seniority where seniority rights are listed in this agreement.

**ARTICLE 9**  
**VACANCIES/PROMOTIONS**

Section 9.1. Whenever the Employer determines that a new assignment or a vacancy in any assigned area becomes available in the Divisions covered by this Agreement, notice of such assignment or vacancy shall be posted in the Sheriff's Office front office and jail. All such notices will contain a description of the position to be filled, any special qualifications that may be required, and the location where the employee will be required to report to work. All personnel from within the respective Division who feel that they qualify for the assignment or vacancy may submit a request to the Employer to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be posted as provided for herein for fourteen (14) calendar days prior to being filled. Should the position be unfilled by the posting process, the Employer may assign the least senior qualified member of the bargaining unit from a related work unit, or fill the vacancy with a new hire. An employee cannot qualify for assignment to a specialized unit (i.e., Administrative Lieutenant, Corrections Training Sergeant, Corrections Canine Handler, Property Room Evidence Manager, E.R.T. and D.T.F. Investigative Assistant) until all applicable probationary periods have been completed.

Section 9.2. In the selection of a successful applicant for a vacancy to any position other than a specialized assignment or promotion, rank seniority shall prevail.

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Section 9.3. In the selection of a successful applicant for a specialized unit vacancy or promotion, the test score (100 points of which up to ten [10] points can be based upon physical standards for Training Sergeant, Canine Handler, and for promotion) and the following factors will determine a successful applicant:

- A. Rank seniority (4/10's of a point per year with a maximum of 5 points)
- B. Records of Attendance\* (5 points)
- C. Records of Discipline\* (5 points)
- D. Records of Commendation\* (5 points)
- E. Performance Evaluations \*\* (excludes probationary evaluation) (4 points)

The Employer shall make available to all applicants the weights to be given to each component of the test (e.g. percentage, number of points, pass/fail, etc.).

\*Based on the twelve (12) months prior to the date the posting ends.

\*\*Based on the most recent performance evaluation issued prior to the date the posting ends.

Section 9.4. It is the intent of the Employer that the most qualified applicant will be selected.

Section 9.5. Nothing in this Article shall in any way control the right of the Employer to make a change in assignment or to temporarily fill a vacancy. However, the Employer shall first consider qualifications of existing employees prior to hiring outside employees.

Section 9.6. An employee awarded a permanent reassignment through the bidding process within any assigned area may not voluntarily elect to return to his or her previous duty assignment. An employee awarded a specialized assignment pursuant to Section 9.3 of this Article may voluntarily elect to return to his or her previous duty assignment within thirty (30) calendar days from the date that the employee first reports to work. The Employer shall award the assignment to the next highest eligible applicant on the established candidate list.

Section 9.7. When a temporary assignment which will exceed forty-five (45) calendar days becomes available, it will be posted for bid pursuant to this Article, but for a period of seven (7) calendar days. The position shall be awarded to the senior qualified applicant. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first. The parties may mutually agree to extend the assignment.

Section 9.8. The position of Corrections Sergeant is a promotional opportunity for corrections officers. Whenever the Employer determines to fill a vacancy in the corrections sergeant classification, it shall be filled by the corrections officer receiving the highest rating on the promotional eligibility list established from a promotional examination, assessment and testing procedure. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In order to apply and test for Corrections Sergeant, an employee must have completed at least three (3) years of service in the Corrections Division. When a test is given, each employee taking the test will have ten (10) days from the completion of the testing process to review his or her testing packet, exclusive of any proprietary material.

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Section 9.9. The position of Corrections Lieutenant is a promotional opportunity for Corrections Sergeant. Whenever a vacancy occurs in the Corrections Lieutenant classification, it shall be filled by the employee receiving the highest rating on the promotional eligibility list established from a promotional examination, assessment and testing procedure. In the event that there are less than two (2) Corrections Sergeants who apply for the position of Corrections Lieutenant, qualified employees within the Corrections Officer classification may test for the Corrections Lieutenant position. In order to be eligible to apply and test for Corrections Lieutenant, an employee must have completed at least one hundred and eighty (180) days of service as a Corrections Sergeant. In the event that there are not at least two (2) eligible Sergeants, Corrections Officers with at least four (4) years of service as a Corrections Officer and any Corrections Sergeant shall be eligible to test for a Corrections Lieutenant position. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In the event no other candidates are eligible to test for the position of Corrections Lieutenant, the Employer may extend the eligibility list for a period of one hundred and eighty (180) days. When a test is given, each employee taking the test will have ten (10) days from the completion of the testing process to review his or her testing packet, exclusive of any proprietary material.

**ARTICLE 10**  
**DISCIPLINE**

Section 10.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay;
- D. Reduction in classification (demotion); and
- E. Discharge from employment.

Section 10.2. Except in instances where an employee is charged with a serious offense, 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 performance and conduct.

Section 10.3. The Employer may take disciplinary action for actions occurring while the employee is on duty, or working under the colors of the Employer, or represents himself as an employee of the Warren County Sheriff's Office, or in instances where the employee's conduct violates his oath of office, or where the employee's on or off-duty action, creates harm to the image of the Sheriff's Office. If an employee is to be disciplined, the Employer will commence the procedures within sixty (60) calendar days of verification of the event which may be cause for discipline. Verification means the date on which the statement of charges is issued to the employee.

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Section 10.4. In any interview between a bargaining unit member and a member of management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the affected employee will be given his Miranda and/or Garrity Rights by the Employer and the employee may request to have an Benevolent Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than twenty-four hours for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 10.5. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 10.6. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall either not be an employee of the Warren County Sheriff, or shall not be in the employee's chain of command.

Section 10.7. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative Investigation (AI) report prior to the conference. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 10.8. The employee is entitled to a representative of his choice to accompany him to the conference. The employee shall provide a list of witnesses and the name and occupation of his representative to the Employer as far in advance as possible, but not later than forty-eight (48) hours prior to the disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered overtime and compensated at the overtime rate.

Section 10.9. At the conference, the employee will be advised of his Garrity Rights by the Employer. The hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. The employee or representative may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony.

Section 10.10. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will

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be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the Benevolent Association, and the Employer upon completion of the report.

Section 10.11. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, 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 questioned 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 a Benevolent Association representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. The Employer may audio record any investigative interviews or disciplinary conferences. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.
- E. Preliminary investigations and disciplinary conferences 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 being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 10.12. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 10.13. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer 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 or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay the



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employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

Section 11.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 11.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the immediate supervisor within ten (10) business days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the ten (10) business day period. The immediate supervisor must give his answer to the grievance in writing within ten (10) business days following the date on which the grievance was presented to him. For employees in the rank of Lieutenant, "immediate supervisor" shall mean the first non-bargaining unit supervisor in the chain of command.

Section 11.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the ten (10) business day period shall grant the employee the right to submit the grievance within ten (10) business days to the Major or Captain who shall rule on the merits of the grievance and must respond in writing within ten (10) business days.

Section 11.4. Step 3: If the grievance is not resolved by the Major or Captain to the satisfaction of the aggrieved employee within the ten (10) business day time period, the employee may then refer the matter to the Sheriff or designee within ten (10) business days following the Major's or Captain's response. Should the Major or Captain fail to answer the grievance within the ten (10) business day period, the ten (10) business day submission period to the Sheriff or designee shall commence on the day following the end of the ten (10) business day period granted to the Major or Captain. The Sheriff or designee must answer the grievance in writing within ten (10) business days of the date of the receipt of the grievance.

Section 11.5. Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request from the Benevolent Association in accordance with the provisions of this Article.

Section 11.6. The Benevolent Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) business days from the date of the final answer on a grievance from Step 3, the Benevolent Association shall notify the Employer of its intent to seek arbitration.

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Section 11.7. The Sheriff and the Benevolent Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Sheriff and the Benevolent Association are not able to agree upon an arbitrator within ten (10) business days after receipt by the Employer of the demand for arbitration, the Benevolent Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA Rules. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.

Section 11.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 11.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of such discipline.

Section 11.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Benevolent Association.

Section 11.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that Sheriff's Office employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 11.12. The Benevolent Association shall use a grievance form which shall provide the information required in the Article. The Benevolent Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Benevolent Association Representative(s) all replies concerning the grievance.

Section 11.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 11.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

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Section 11.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

Note: All references to business days in this article refer to Monday – Friday, excluding holidays.

**ARTICLE 12**  
**PERSONNEL FILES**

Section 12.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, during regular business hours, and may upon request and at the employee's expense, receive a copy of documents contained therein.

Section 12.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3. Provided no similar intervening discipline has occurred, non-disciplinary counseling sessions shall cease to have force and effect six (6) months from the date of issuance. Provided no similar intervening discipline has occurred, records of verbal reprimand (time and date recorded) and written reprimand shall cease to have force and effect one (1) year from the date of issuance. Any record of disciplinary suspension or demotion shall cease to have force and effect two (2) years from the date of issuance, providing no intervening discipline has occurred. In the event of intervening discipline, the active record of discipline shall cease to have force and effect upon the expiration of the most recent discipline. Any inactive non-disciplinary counseling session or record of discipline will, at the request of the employee, be physically removed from the employee's personnel file and placed in a separate file maintained in the human resources office. Such separate file shall be clearly marked "inactive file." The employee's written request to remove inactive records of discipline shall be located in the inactive file with no copies in the active file.

Section 12.4. Each employee will have the right to insert statements into his personnel file concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel file.

Section 12.5. Inactive files provided for in Sections 12.3 and 12.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

**ARTICLE 13**  
**SAFETY AND WELFARE**

Section 13.1. The Employer and the Benevolent Association agree that the safety and welfare of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

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Section 13.2. The Benevolent Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 13.3. The Employer shall provide Hepatitis B, Flu, and Tuberculosis vaccinations/screens upon request to those employees who have direct contact with prisoners or former clients. The Employer shall advise employees of the medical conditions of clients (prisoners) in the most appropriate way in order to avoid the risk of infections and communicable disease to employees and to facilitate the proper care of the client. Employees who test positive for tuberculosis (TB) will be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the employee's health insurance plan.

In the event an employee has direct contact with an individual who has a communicable disease or infection, the Employer shall make medical screening available for the employee to screen for infection at the Employer's expense to the extent such medical screening and medication is not paid for under the employee's health insurance plan.

Section 13.4. The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise his duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 13.5. Eligible employees and their dependents shall be provided services through an Employee Assistance Program (EAP) as part of the Employer sponsored medical benefits plan at no additional cost to the employee, up to the maximum limits allowed in the EAP. (Eligibility for EAP services is separate from eligibility for the medical benefit plan.) Employees may schedule these appointments without Employer notification or approval. Records relating to EAP services shall only be released in accordance with applicable laws, unless the employee has provided a release for disclosure of the records.

**ARTICLE 14**  
**LABOR/MANAGEMENT AND SAFETY MEETINGS**

Section 14.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. The Benevolent Association and the Employer may have representatives as each deems necessary to address the issues.

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Section 14.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Benevolent Association of changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Benevolent Association representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices, and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.

Section 14.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

**ARTICLE 15**  
**EDUCATION AND TRAINING**

Section 15.1. The Employer recognizes and understands that continuing education and training are important aspects of employee performance and career development. The Employer agrees to make every reasonable effort to provide information through postings on appropriate training opportunities in the area.

Section 15.2. All training required of an employee in his current position by the Employer shall be paid for by the Employer. All required training shall be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training, which do not require travel to the site from the county or from the site to the county shall be counted as regular work days, not to exceed eight (8) hours per day.

Section 15.3. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition and fees pursuant to the Employer's policy for all required training and for voluntary training which has been approved in advance by the Employer.

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Section 15.4. Required training shall be considered time worked when the employee is not scheduled to work and is in an off duty status.

Section 15.5. If at any time, due to training required by the Employer that is not required for state certification, a member is obligated to work over their normal workday the member shall be compensated at time and one half (1½) for any extra hours worked, up to a maximum of two (2) hours per in class day. This includes but is not limited to, any preparation for training, any homework for training, and any research needed for training.

Section 15.6. In the event an employee is scheduled for off-site training, the employee shall be paid for travel time for the time spent traveling to and from the training. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time shall be paid to the employee at his/her regular salary, with all hours worked in excess of eight (8) hours in any day paid at time and one-half (1½) the employee's hourly wage.

**ARTICLE 16**  
**INSURANCES**

Section 16.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit County general fund employees.

Section 16.2. The Employer may provide a comprehensive plan, a flexible benefits plan, or a preferred provider plan, etc. as additional options on the same basis these plans are provided to non-bargaining unit County general fund employees.

Section 16.3. If the Employer determines that it is necessary to assess a partial co-payment of insurance premiums by non-bargaining unit County general fund employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Effective January 1, 2023, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$130.00 per pay period.

Effective January 1, 2024, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$150.00 per pay period.

Effective January 1, 2025, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$170.00 per pay period.

Section 16.4. The Employer shall provide a term life insurance policy in the amount of twenty five thousand dollars (\$25,000), or an amount equivalent to one (1) year's base annual salary, whichever is greater, for each bargaining unit employee.

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Section 16.5. The Employer shall provide at least \$600 annually into the health savings account of employees electing single insurance coverage under the Employer's High Deductible Health Care Buy-up plan and at least \$1200 annually into the health savings account of employees electing family insurance coverage under the Employer's High Deductible Health Care Buy-up plan. These amounts shall be made in two (2) equal deposits in January and July.

Section 16.6. If both spouses work for the County, only the most senior full time member shall be charged for the family plan.

**ARTICLE 17**  
**PROFESSIONAL INSURANCE**

Section 17.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 17.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties. Counsel shall be mutually agreeable between the Employer and employee. In the absence of agreeable counsel, the Warren County Bar Association shall be requested to assign counsel.

**ARTICLE 18**  
**TRAVEL EXPENSE REIMBURSEMENT**

Section 18.1. The Employer shall reimburse employees for expenses incurred by the employee with an itemized receipt while on official business in accordance with the following:

TRAVEL

- A. By County vehicle - actual expense upon presentation of receipts.
- B. By employee private vehicle - per County policy.
- C. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts and with prior approval of Employer.
- D. Tolls and parking - actual costs upon presentation of receipts.

HOTEL/MOTEL

Actual costs, if prior approval is received from the Employer and upon presentation of receipts.

MEALS

When on authorized out-of-county official business for one (1) full shift or more, reasonable expenses upon presentation of itemized receipts. The employer shall have sole discretion in determining the hours during which travel must occur in order to be eligible for reimbursement for

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a particular meal. The Employer shall also have sole discretion in determining the maximum amount to be reimbursed for each meal. Meals will not be reimbursed where travel is to an adjacent county for less than three (3) consecutive days. Adjacent counties, for purposes of this provision are: Clermont, Hamilton, Butler, Preble, Montgomery, Greene and Clinton. An employee assigned to such out of county travel (such as training) for three (3) consecutive days or more may request advance payment of the per diem meal allowance. Payment will be made from the Sheriff's Office funds, which the employee must reimburse when the County pays for the employee's expenses.

Section 18.2. All expenses shall be filed on the travel expense report with the itemized receipts attached. An itemized receipt may be handwritten, if it is signed by the vendor. Alcoholic beverages will not be a reimbursable expense.

Section 18.3. Any travel expense reimbursed by the County herein, may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

**ARTICLE 19**  
**UNIFORMS AND EQUIPMENT**

Section 19.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer in quantities specified by the Employer. The Employer shall contract for cleaning services which employees may make use of for purposes of cleaning uniforms. Employees in Units A and B are eligible for uniform shoe replacement on an "as needed" basis. The Employer will provide the Custodial Worker with two (2) pair of footwear and will replace them when the Employer deems appropriate due to on-the-job wear and tear. Property Room and Evidence Managers, Computer Technician and IT Manager are eligible for uniform shoe replacement on an "as needed" basis.

Section 19.2. Where an employee supplies evidence that he sustained damage to authorized personal property in the active discharge of duty 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 replacements to a maximum of two hundred dollars (\$200.00), but not more than seventy five dollars (\$75.00) for jewelry items, per calendar year. Reimbursement for damage to personal property is available only for authorized property. The employee shall present the damaged 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 option. In the event payment for damaged authorized personal property is received by the employee from any other source, the Employer shall be reimbursed for its payment to the employee under this section.

Section 19.3. Employees in Units A, B & C shall be provided necessary equipment to complete their job functions.



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**ARTICLE 20**  
**PHYSICAL STANDARDS**

Section 20.1. The Employer has the right to establish physical standards for promotions and specialized assignments, as set forth in Article 9.

**ARTICLE 21**  
**ALCOHOL/DRUG STANDARDS**

Section 21.1. Drug/alcohol testing may be conducted on employees at times of pre-employment or on a random basis (for safety-sensitive positions) after employment, or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol 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. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 21.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 21.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 21.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of samples shall be done by an outside health care provider. The drug screen will be used to detect the illegal use of

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a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 21.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 21.6. Split Sample Testing:

A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.

B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.

C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 21.7. Test results shall only be released in accordance with all applicable laws unless the employee has provided a signed release for disclosure of the results, subject to Section 21.6(C) above. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 21.8. If the alcohol or drug test is positive, and if it is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position which he or she is qualified, subject to any follow up testing, and any terms of a Last Chance Agreement. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following

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rehabilitation, unless additional tests are prescribed by his substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 21.9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 21.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written authorization of the employee.

Section 21.11. Additional Procedures Regarding Random Testing: The pool for random testing shall be a combined pool for all employees in safety-sensitive positions in all bargaining units in the Office of the Warren County Sheriff. Testing may be conducted up to three (3) times a year. Up to ten percent (10%) of the employees in the pool will be tested each time. Aside from the random approach to selection, and the lack of any need for substantiation of reasonable suspicion, the procedures for random testing shall be the same as for reasonable suspicion testing. Selection of employees shall be random, selected by an outside agency, by payroll number.

**ARTICLE 22**  
**HOURS OF WORK AND OVERTIME/**  
**CALL-OUT TIME/ON-CALL TIME/COURT TIME**

Section 22.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 22.2. With the exception of shift changes, employees in bargaining Unit C who work in excess of eight (8) hours in any calendar day, or more than forty (40) hours in the work week shall receive compensation at the rate of one and one-half (1½) times their regular hourly rate. The work day for all Unit C personnel and any Unit A or B personnel not assigned to continuous operations is exclusive of an unpaid meal period.

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With the exception of shift changes, employees in bargaining units A and B (corrections officers, Corrections Sergeants, and Corrections Lieutenants) who work in excess of eight (8) hours in any calendar day, or more than one-hundred sixty (160) hours within a twenty-eight (28) calendar day period shall be compensated at one and one-half (1½) times their regular hourly rate.

Overtime for all units shall be calculated to the nearest five (5) minutes. An exception to the eight (8) hour provision shall be deemed accepted when the Employer and employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days).

Section 22.3. 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 (1½) hours off for each one (1) hour of overtime worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. In all cases, requests for compensatory time off shall be approved or disapproved according to the operational needs of the Employer;
- C. Requests for compensatory time off must be submitted not less than sixteen (16) hours in advance of the time requested, unless a shorter advance notice is accepted at the discretion of the supervisor;
- D. Upon termination of employment, an employee will be paid for his accrued compensatory time at his current rate of pay, or his average pay over the preceding thirty-six (36) months, whichever is greater.
- E. Employees shall have the option to cash in up to forty (40) hours of their earned compensatory time in October of each year to be paid out in the first full pay period of November.

Section 22.4. When an employee is called in to work before the commencement of his regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of his regularly scheduled eight (8) hour working period, the employee shall receive a minimum of two (2) hours compensation for each such occurrence. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

Section 22.5. An employee who is required to be confined or restricted to a particular pre-designated location for the purpose of being "on-call" shall be considered to be on "restricted-on-call". These hours shall be counted toward overtime calculations.

Section 22.6. An employee who is "on-call" but is only required to carry an agency issued cell phone, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a three (3) hour guaranteed

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minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Any employee who is required to attend court in performance of his duties outside his regular work shift shall receive a minimum of three (3) hours at a time and one-half pay at his regular hourly rate for such attendance unless the appearance abuts the regularly scheduled work shift. No court time shall be allowed to any such employee who has been notified that his presence is not needed at least two (2) hours prior to his scheduled appearance. If he is required to stay in attendance at such court for more than three (3) hours in any one day, he shall be paid at one and one-half (1½) times the regular hourly rate for all hours in excess of three (3) hours spent in attendance that day. Any employee required to attend court on their regular scheduled day off, or required to attend court at a time which is more than four (4) hours before or after their regular scheduled shift shall receive a minimum of three (3) hours at one and one half (1½) times their regular rate of pay for such attendance in lieu of the three (3) hour court time. Any and all fees, compensation or allowances, to which any employee is or would be entitled to for such court time as provided by the statute or court order shall be turned over and paid to the County and not retained by the employee.

Section 22.8. An employee will be afforded an eight (8) hour lay-over between his hours of duty; meaning an employee who works a normal eight (8) hour tour and is relieved, shall not be ordered to another tour without such lay over. Unscheduled overtime, state of emergency, and court time will be an exception to this requirement. Employees required to attend mandatory training may not be afforded the eight (8) hour lay over, but shall normally be afforded a lay over of at least six and one-half (6½) hours.

Section 22.9. Scheduled Overtime: When a supervisor becomes aware that an overtime assignment will be necessary, the date and hours of the overtime will be posted with twelve (12) slots indicated after each entry. Up to twelve (12) persons within the same work unit (for clerical positions, work units shall be designated as: Deerfield Township clerical, front office clerical, fiscal clerical, human resource clerical, CIS clerical, jail clerical, etc.) the overtime is posted for will have the opportunity to sign up for the same overtime. The posting supervisor will determine which of these persons signing up has the least amount of hours worked overtime during that year and assign the overtime to that person. If no one signs up, and the overtime assignment is for a clerical specialist, the posting supervisor will determine who is available within the clerical specialist classification and assigned to the same work unit as the overtime shift is posted for with the least amount of overtime hours worked that year, and assign that person to work. That person assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer). If no one signs up, and the overtime assignment is for a corrections officer, the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year, and assign those two employees to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. Those two employees assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer). If no one signs up, and the overtime assignment is for a Corrections Lieutenant or Corrections Sergeant, the posting supervisor will

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determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year, and assign those two supervisors to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. Those two supervisors assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer). In the event two employees sign up to split the shift, and both employees have the least amount of hours worked overtime during that year than employees signing up for the whole shift, the two employees shall be granted the overtime shift. If an employee misses an overtime opportunity required by this Agreement due to an error on the part of the Employer, the employee shall receive compensation for such overtime hours as the employee would have worked at time and one-half their regular hourly rate. When a Corrections Officer (CO) completes his or her initial field training officer (FTO) period, he will be credited with any number of extra hours of overtime necessary to bring him up to the average of the lowest one third (1/3) as listed as of the end of the previous pay period for any CO who has completed such FTO period listed as of the end of the previous pay period for any CO who has completed such FTO period. The CO is not required to work those extra credited hours and the Employer is not required to pay for such hours credited. They just represent an equalization credit. Once he or she receives that credit, any overtime hours the CO works thereafter will be added to his or her total for that year.

Overtime worked on holidays will be determined by the person signing up who has worked the most amount of overtime worked during that year. In the event no employee signs up for the holiday overtime, it will be awarded to the employee with the least amount of overtime hours worked that year.

Overtime (scheduled or unscheduled) covering vacations or compensatory time should be posted five (5) days (in no case less than three [3] days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 22.10. Unscheduled Overtime: When a supervisor becomes aware that an overtime assignment will be necessary in the Supervisory bargaining unit, corrections officer bargaining unit, or clerical specialist classification, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit. Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need, and if no one in the unit accepts the overtime, the supervisor shall determine who is available in the work unit on the shift preceding the need with the least amount of hours worked that year (including any amounts credited to Corrections Officers who complete their initial FTO periods) and assign that person to work. The employee assigned to work the shift may telephone employees to secure a replacement.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need, with the least amount of hours worked that year (including any amounts credited to corrections officers who complete their initial FTO periods), and assign that person to work the remainder of the shift. If no employee is available to work from the shift

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following the need, the supervisor will utilize the accumulation record and assign the person in the work unit with the least amount of hours worked that year to work the shift.

Under no circumstances will employees be permitted to work in excess of sixteen (16) consecutive hours. Court time and call outs shall be exceptions to this rule. An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; however such employment may be considered by the Employer when assigning overtime.

Full shift overtime may be offered to and split among two (2) employees. The overtime equalization record shall expire on the final pay period of the year, and a new record will be created. However, pay period 1 overtime will be assigned from the previous year's record. The assignment of any overtime will be based on the cumulative overtime hours worked that year to include scheduled, unscheduled, call-out, on-call, and court time.

Any employee off on FMLA, OIL, or Military Leave for three consecutive months or more, may request an equalization of the overtime accumulation, within ten days of returning to duty. He will be credited with any number of extra hours of overtime necessary to bring him up to the average of the lowest one third  $\frac{1}{3}$  as listed as of the end of the previous pay period. They are not required to work those extra hours and the Employer is not required to pay for such hours credited.

Section 22.11. For purposes of Sections 22.9 and 22.10 for Unit B only, the parties agree the following shall apply:

A. In the event an overtime shift occurs and there are no available employees from one of the shifts, either the shift preceding OR the shift following the overtime need, the available employee from the other shift will be assigned to work the entire overtime shift.

B. In the event an overtime shift occurs and there are no available employees from both the shift preceding AND the shift following the overtime need, the available employee with the least number of overtime hours for the year from ANY shift will be assigned to work the entire overtime shift.

Section 22.12. For purposes of Sections 22.9 and 22.10, an employee is considered unavailable for an overtime assignment when the employee has or will have exceeded the maximum of sixteen (16) consecutive hours of work. Employees on approved leave are considered unavailable for the entire twenty-four (24) hour period (i.e. 0001 hours through 2400 hours) of the approved leave day; however, an employee may voluntarily sign up for overtime during such twenty-four (24) hour period exclusive of their regularly scheduled shift.

Section 22.13. In cases of both scheduled and unscheduled overtime, the Employer reserves the right to offer said overtime based upon the operational needs of the Department, pursuant to the procedures in Sections 22.9 and 22.10.

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Section 22.14. The Employer agrees the work schedule in effect upon the signing of this Agreement shall remain in effect unless operational requirements of the Sheriff's Office necessitate a change. In the event operational requirements necessitate a change in schedule, the parties agree to explore scheduling alternatives. Any schedule change will result in employees selecting their preference of shifts, according to rank seniority, based on operational needs of the Office.

Section 22.15. Regular schedules shall be posted ten (10) days prior to their effective date.

**ARTICLE 23**  
**WAGES AND COMPENSATION**

Section 23.1. Effective the beginning of the first full pay period including January 1, 2023, the regular hourly pay rate for all bargaining unit members shall be increased by five and one-half percent (5.5%) as follows ~~(per MOU only, applicable to Unit B and C):~~:

Clerical	0-12	13-24	25-36	37+	10	20
Specialist	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years (50¢)</u>	<u>Years (70¢)</u>
Hourly	\$21.40	\$23.01	\$24.77	\$26.62	\$27.12	\$27.82
Annual	\$44,512.00	\$47,860.80	\$51,521.60	\$55,369.60	\$56,409.60	\$57,865.60

<del>Corrections</del>	<del>0-12</del>	<del>13-24</del>	<del>25-36</del>	<del>37+</del>	<del>10</del>	<del>20</del>
<del>Officer</del>	<del><u>Months</u></del>	<del><u>Months</u></del>	<del><u>Months</u></del>	<del><u>Months</u></del>	<del><u>Years</u></del>	<del><u>Years</u></del>
<del>Hourly</del>	<del>\$21.47</del>	<del>\$23.17</del>	<del>\$24.77</del>	<del>\$27.47</del>	<del>\$27.77</del>	<del>\$28.33</del>
<del>Annual</del>	<del>\$45,568.00</del>	<del>\$48,191.60</del>	<del>\$51,459.20</del>	<del>\$57,157.60</del>	<del>\$57,761.60</del>	<del>\$58,905.60</del>

Corrections Sergeant				10	20
Community Corrections Coordinator				<u>Years (50¢)</u>	<u>Years (70¢)</u>
Hourly			\$34.98	\$35.48	\$36.18
Annual			\$72,758.40	\$73,798.40	\$75,254.40

Corrections Lieutenant					
Hourly			\$40.24	\$40.74	\$41.44
Annual			\$83,699.20	\$84,739.20	\$86,195.20

Custodial Worker		0-6	7+	10	20
Hourly		<u>Months</u>	<u>Months</u>	<u>Years (50¢)</u>	<u>Years (70¢)</u>
Hourly		\$18.19	\$18.73	\$19.23	\$19.93
Annual		\$37,835.20	\$38,958.40	\$39,998.40	\$41,454.40

Evidence/Property Room Manager/ Drug Task Force Investigative Assistant						
Hourly		0-12	12-24	25+	10	20
Hourly		<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years (50¢)</u>	<u>Years (70¢)</u>
Hourly		\$25.68	\$27.43	\$30.45	\$30.95	\$31.65
Annual		\$53,414.40	\$57,054.40	\$63,336.00	\$64,376.00	\$65,832.00



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Hourly	\$30.72	\$31.91	\$33.22	\$33.72	\$34.42
Annual	\$63,897.60	\$66,372.80	\$69,097.60	\$70,137.60	\$71,593.60
IT Manager				10 <u>Years (50¢)</u>	20 <u>Years (70¢)</u>
Hourly		\$40.24		\$40.74	\$41.44
Annual		\$83,699.20		\$84,739.20	\$86,195.20

Section 23.2. Effective on the first day of the first full pay period including January 1, 2024, the regular hourly rate of pay for all bargaining unit members shall be increased by three percent (3%) as follows ~~per V.C.U. only applicable to units B and C~~:

Clerical	0-12	13-24	25-36	37+	10	20
Specialist	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years (50¢)</u>	<u>Years (70¢)</u>
Hourly	\$22.04	\$23.70	\$25.51	\$27.42	\$27.92	\$28.62
Annual	\$45,843.20	\$49,296.00	\$53,060.80	\$57,033.60	\$58,073.60	\$59,529.60

<del>Corrections Officer</del>	<del>0-12</del>	<del>13-24</del>	<del>25-36</del>	<del>37+</del>	<del>10</del>	<del>20</del>
<del>Officer</del>	<del><u>Months</u></del>	<del><u>Months</u></del>	<del><u>Months</u></del>	<del><u>Months</u></del>	<del><u>Years</u></del>	<del><u>Years</u></del>
<del>Hourly</del>	<del>\$22.25</del>	<del>\$23.75</del>	<del>\$25.36</del>	<del>\$28.16</del>	<del>\$28.76</del>	<del>\$29.66</del>
<del>Annual</del>	<del>\$46,280.00</del>	<del>\$49,400.00</del>	<del>\$52,748.80</del>	<del>\$58,572.80</del>	<del>\$59,126.80</del>	<del>\$60,340.80</del>

Corrections Sergeant				10	20
Community Corrections Coordinator				<u>Years (50¢)</u>	<u>Years (70¢)</u>
Hourly			\$36.03	\$36.53	\$37.23
Annual			\$74,942.40	\$75,982.40	\$77,438.40

Corrections Lieutenant					
Hourly			\$41.45	\$41.95	\$42.65
Annual			\$86,216.00	\$87,256.00	\$88,712.00

Custodial Worker	0-6 <u>Months</u>	7+ <u>Months</u>	10 <u>Years (50¢)</u>	20 <u>Years (70¢)</u>
Hourly	\$18.74	\$19.29	\$19.79	\$20.49
Annual	\$38,979.20	\$40,123.20	\$41,163.20	\$42,619.20

Evidence/Property Room Manager/ Drug Task Force Investigative Assistant	0-12 <u>Months</u>	12-24 <u>Months</u>	25+ <u>Months</u>	10 <u>Years (50¢)</u>	20 <u>Years (70¢)</u>
Hourly	\$26.45	\$28.25	\$31.36	\$31.86	\$32.56
Annual	\$55,016.00	\$58,760.00	\$65,228.80	\$66,268.80	\$67,724.80

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Computer Technician	0-12 <u>Months</u>	12-24 <u>Months</u>	25+ <u>Months</u>	10 <u>Years (50¢)</u>	20 <u>Years (70¢)</u>
Hourly	\$31.64	\$32.87	\$34.22	\$34.72	\$35.42
Annual	\$65,811.20	\$68,369.60	\$71,177.60	\$72,217.60	\$73,673.60

IT Manager				10 <u>Years (50¢)</u>	20 <u>Years (70¢)</u>
Hourly		\$41.45		\$41.95	\$42.65
Annual		\$86,216.00		\$87,256.00	\$88,712.00

Section 23.3. Effective on the first day of the first full pay period including January 1, 2025, the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows ~~for Unit B only, applicable to units B and C~~:

Clerical Specialist	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>	10 <u>Years (80¢)</u>	20 <u>Years (70¢)</u>
Hourly	\$22.59	\$24.29	\$26.15	\$28.11	\$28.91	\$29.61
Annual	\$46,987.20	\$50,523.20	\$54,392.00	\$58,468.80	\$60,132.80	\$61,588.80

Corrections Officer	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>	10 <u>Years</u>	20 <u>Years</u>
Hourly	\$22.81	\$24.51	\$26.39	\$28.36	\$29.16	\$29.71
Annual	\$47,444.80	\$50,627.20	\$54,392.20	\$60,408.80	\$60,652.80	\$61,796.80

Corrections Sergeant				10 <u>Years (80¢)</u>	20 <u>Years (70¢)</u>
Community Corrections Coordinator					
Hourly			\$36.93	\$37.73	\$38.43
Annual			\$76,814.40	\$78,478.40	\$79,934.40

Corrections Lieutenant					
Hourly			\$42.49	\$43.29	\$43.99
Annual			\$88,379.20	\$90,043.20	\$91,499.20

Custodial Worker	0-6 <u>Months</u>	7+ <u>Months</u>		10 <u>Years (80¢)</u>	20 <u>Years (70¢)</u>
Hourly	\$19.21	\$19.77		\$20.57	\$21.27
Annual	\$39,956.80	\$41,121.60		\$42,785.60	\$44,241.60

Evidence/Property Room Manager/ Drug Task Force Investigative Assistant	0-12 <u>Months</u>	12-24 <u>Months</u>	25+ <u>Months</u>	10 <u>Years (80¢)</u>	20 <u>Years (70¢)</u>
Hourly	\$27.11	\$28.96	\$32.14	\$32.94	\$33.64
Annual	\$56,388.80	\$60,236.80	\$66,851.20	\$68,515.20	\$69,971.20

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Computer Technician	0-12 <u>Months</u>	12-24 <u>Months</u>	25+ <u>Months</u>	10 <u>Years (80¢)</u>	20 <u>Years (70¢)</u>
Hourly	\$32.43	\$33.69	\$35.08	\$35.88	\$36.58
Annual	\$67,454.40	\$70,075.20	\$72,966.40	\$74,630.40	\$76,086.40
IT Manager				10 <u>Years (80¢)</u>	20 <u>Years (70¢)</u>
Hourly		\$42.49		\$43.29	\$43.99
Annual		\$88,379.20		\$90,043.20	\$91,499.20

Section 23.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1½) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eight (80) hours per each fourteen (14) day work or pay period.

Section 23.5. When an employee is assigned by the Employer to be a Field Training Officer (FTO), such employee will receive a \$2.00 per hour wage stipend for all hours worked as a FTO.

**ARTICLE 24**  
**PAY FOR WORKING IN A HIGHER CLASSIFICATION**

Section 24.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate shall receive the rate of the next higher classification. Corrections Sergeants, when working without a Corrections Lieutenant for three (3) days or more, shall receive Corrections Lieutenant pay for hours worked in that capacity. In the event two (2) Corrections Sergeants without a Corrections Lieutenant are working together, the Corrections Sergeant with the most seniority in rank shall receive the higher pay rate.

**ARTICLE 25**  
**VACATION**

Section 25.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

Upon completion of one (1) year	80 hours
Upon completion of seven (7) years	120 hours
Upon completion of fourteen (14) years	160 hours
Upon completion of twenty four (24) years	200 hours

Section 25.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave, disciplinary suspension, or while in layoff status.

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Section 25.3. Vacation shall not be granted in increments of time that are less than fifteen (15) minutes in duration. Requests for vacation shall be made in writing by the employee to the Employer no less than five (5) calendar days prior to the date the requested vacation is to commence. Vacation requests with less than three (3) days prior notice may be granted at the discretion of the Employer.

Section 25.4. Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Sheriff's Office. Whenever possible, seniority shall be used to determine vacation schedules. Seniority shall not be reason to cause an employee to lose an approved vacation period.

Section 25.5 Vacation credit of three (3) years plus current year shall be paid out at the employee's current rate of pay upon separation of employment. Vacation credit in excess of three (3) years plus current year may be accumulated but not paid out upon separation of employment.

Section 25.6. When an employee with more than one (1) year of continuous service resigns, retires or dies while working for the Sheriff's Office, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted leave of absence.

**ARTICLE 26**  
**HOLIDAYS**

Section 26.1. All full-time continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Police Memorial Day	May 15th
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

Section 26.2. All full-time bargaining unit non-continuous employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19

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Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

Section 26.3. An employee while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided for in this Article.

If a holiday provided for in Section 26.1 or 26.2 above occurs while an employee is on vacation or sick leave, such leave time will not be charged against that employee's vacation or sick leave balances.

Section 26.4. For employees who are assigned to continuous operation duty (24 hour - 7 day operations), the holidays provided for in Section 26.1 or 26.2 of this Article shall be observed on the date on which they occur.

For employees who are assigned to non-continuous operation duty (Monday through Friday operations), holidays provided for in Section 26.1 or 26.2 of this Article that occur on a Saturday shall be observed on the previous Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

Section 26.5. Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who work four (4) hours or more of their shift during the twenty four (24) hour period of the holidays provided for in this Article shall receive the overtime rate of pay for the first eight (8) hours worked plus eight (8) hours holiday pay.

Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2½) times his normal rate of pay for all hours worked in excess of eight (8).

Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 26.6. Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are scheduled to work on a holiday provided for in this Article shall receive the overtime rate of pay for all hours worked plus eight (8) hours holiday pay.

Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

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Section 26.7. Employees who work on a Holiday will have the option to (1) receive their holiday pay and one and one-half (1½) for all hours worked, or (2) receive their holiday pay and convert their premium pay (but not the holiday pay of eight [8] hours) to compensatory time.

Section 26.8. Holiday Trades: Certain officers, because of specialized assignments, would prefer to arrange their holidays off in conjunction with their assigned area, such as schools. With prior approval of the appropriate division commander, officers on specialized assignments may rearrange their holiday schedules. The Association Representatives will be notified of any approved holiday trades.

**ARTICLE 27**  
**SICK LEAVE**

Section 27.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions of the employee; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- E. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
  - 1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.)

In no case will this change in shift cause anticipated overtime at the time of scheduling.

- 2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his shift and only be charged sick leave for the actual time used to complete the appointment.)

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NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any other use of sick leave shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

F. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.

G. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 35, Funeral Leave.

Section 27.2. For purposes of this Article, the immediate family is defined as: mother, father, child, legal ward, spouse, step-child, step-parent, legal guardian or other person who stands in the place of a legal parent.

Section 27.3. The call-in time limits will not apply in cases of emergency illness or injury. Definition of emergency illness to wit: heart attack, stroke, appendicitis, etc. to the employee or his immediate family. Definition of emergency injury to wit: auto accident, amputation, disabling fall, etc.

Section 27.4. The Employer maintains the right to investigate any employee's absences.

Section 27.5. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave.

Section 27.6. The amount of sick leave time any one employee may accrue is unlimited.

Section 27.7. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 27.8. Employees on sick leave shall inform the control officer on duty of the fact and reason at least two (2) hours prior to the time he is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 27.9. The Employer shall have the right to retain an employee on duty until a replacement reports for duty, and the Employer or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examinations, nursing visits, or other inquiry which the Employer deems necessary which will be paid for by the Employer. Absence for part of the day that is chargeable to sick leave shall be charged proportionately in an amount not less fifteen (15) minutes. Schedules may be rearranged upon request of the employee and approval of Employer to avoid the charging of sick leave.

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Section 27.10 Within ten (10) scheduled working days of the employee returning to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons. The employee shall only be charged for sick time equal to eight (8) hours less all hours worked that day. It is the intent of the parties that when an employee works overtime in a work day, or when an employee is required to attend court in the performance of his duties outside his regular work shift, and later calls off sick for a regular shift (or part of a shift), they shall receive credit for the overtime and will only be charged sick leave for the hours for actual sick leave time used. The following are examples of the application of this provision:

Example #1 An employee assigned to the 4-12 shift works four (4) hours of overtime. He then calls off sick on his 4-12 shift later that day. He will receive four (4) hours at overtime pay rate and will be charged eight (8) hours of sick leave for the shift called off.

Example #2 The employee works the entire midnight to 8 shift on overtime, then calls off sick for his 4-12 shift. He receives eight (8) hours at overtime pay rate and will be charged eight (8) hours of sick leave for the shift called off.

A doctor's excuse is required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled workweek.

Section 27.11. Falsification of the written, signed statement or altering the physician's certificate will be grounds for disciplinary action.

Section 27.12. Upon submitting proper verification by employee to Employer, employees who transfer between county departments or agencies, or from another public agency as provided for by applicable state law, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, re-appointment or transfer does not exceed ten (10) years.

Section 27.13. 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 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks in compliance with the FMLA of 1993, as amended.

Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days' notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant



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to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FML. It is intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 27.14. Donated Time:

A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:

1. The character of the employee's ailment;
2. The health care provider's prognosis for recovery;
3. The employee's history of paid leave usage; and
4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.

B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.

C. Donated time shall be converted to its cash equivalent and paid to the recipient at his or her regular hourly rate.

D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.

E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 27.15. An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his scheduled start time unless they make themselves available to resume duties for the employer by notifying the on duty supervisor. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer) during such period shall be subject to disciplinary action.

Section 27.16. Employees released from their doctor for transitional duty shall be accommodated

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if appropriate transitional duty is available. The Employer will determine if transitional duty is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.

**ARTICLE 28**  
**SICK LEAVE CONVERSION**

Section 28.1. Employees who have completed ten (10) years or more of continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge, or resignation in lieu of discharge.

Eligible employees shall be entitled to convert accumulated sick leave hours as set forth below:

1. Ten to fifteen years of service: twenty-five percent (25%) up to a maximum of two hundred forty (240) hours.
2. Fifteen to twenty years of service: twenty-five percent (25%) up to a maximum of three hundred (300) hours.
3. Twenty to twenty-five years of service: twenty-five percent (25%) up to a maximum of three hundred sixty (360) hours.
4. Twenty-five years of service: twenty-five percent (25%) up to a maximum of four hundred twenty (420) hours.

County service shall mean only Warren County Service.

Section 28.2. Payment shall be based upon the employee's hourly rate of pay at the time of separation. Only sick leave hours accrued while employed by Warren County are eligible for conversion under this Article.

Section 28.3. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 28.4. Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

**ARTICLE 29**  
**PERSONAL DAY LEAVE**

Section 29.1. All bargaining unit employees who have completed one (1) year of service shall be entitled to one (1) personal leave day with pay during each calendar year. Personal day leave use shall not be charged to accumulated but unused leave.

Section 29.2. Employees who do not use any unscheduled sick leave during the calendar period between January 1 - June 30, and July 1-December 31 shall be granted one (1) additional personal leave day with pay per period. A maximum of two (2) personal leave days can be earned during any calendar year and will be awarded within ten (10) business days of the end of an applicable period. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

Section 29.3. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 29.4. Earned personal day leave may only be used in eight (8) hour increments, and if not scheduled and used shall be forfeited upon separation.

**ARTICLE 30**  
**JURY DUTY (CIVIL LEAVE) WITNESS FEES**

Section 30.1. If an employee is called for court jury duty during his scheduled shift, that employee shall be paid his regular salary or wage during his absence and will be required to turn over any monies received from the court to the county. The employee shall be expected to report for work if a reasonable amount of time remains during his regular work day, at the discretion of the Employer.

Section 30.2. If an employee is called for court jury duty and is selected to sit on the jury and that employee's schedule requires him to work, that employee's schedule will be arranged as to time on required jury duty be as shift work (i.e., if that employee is scheduled to work on the same hours as jury duty, that employee will serve on the jury. If that employee should be scheduled to work any other shift, the required duty will act as scheduled time worked).

Section 30.3. If an employee is summoned to appear as a witness, in relation to his job duties and not a civilian type witness (character witness), in a court of law and received his regular salary or wage for the time spent in court, that employee shall be required to turn over any witness fees received to the county.

Section 30.4. If an employee is required to appear in a court of law for personal reasons, at the discretion of the Employer and employee, that employee shall be required to take comp time, vacation, or leave without pay (in that order) for the time period absent.

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**ARTICLE 31**  
**MILITARY LEAVE**

Section 31.1. Employees shall be granted military leave in accord with the applicable state or federal law.

**ARTICLE 32**  
**OCCUPATIONAL INJURY LEAVE**

Section 32.1. This Article outlines the conditions under which Occupational Injury Leave (OIL) may be granted by the Employer, and the procedures for administering its use.

Section 32.2. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer and is in lieu of Workers' Compensation (temporary total disability). An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. OIL will continue for a period not to exceed ninety (90) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for an additional ninety (90) calendar days. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.

Section 32.3. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Benevolent Association and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the Employer.

Section 32.4. An employee applying for an OIL shall authorize the release to the Employer of all medical information, pertinent only 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.

Section 32.5. The Employer may assign the employee to transitional duty with the approval of, and within the limitation set by, the employee's treating physician. The Employer will determine if transitional duty work is available.

Section 32.6. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided

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through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive OIL pay. The cost of such insurance shall be at the Employer's expense.

Section 32.7. Employees on Workers' Compensation lost income benefits do not earn sick or vacation leave.

**ARTICLE 33**  
**LEAVE OF ABSENCE WITHOUT PAY**

Section 33.1. Upon the written request of a permanent employee, the Employer may grant an employee a leave of absence without pay excluding the seeking of outside employment.

Section 33.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 33.3. The maximum duration of leave of absence without pay for purposes of education, training, or specialized experience which would benefit county service, or for other related reasons, shall not exceed two (2) years.

Section 33.4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

Section 33.5. Upon returning from a leave of absence, the employee shall be placed in his original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

Section 33.6. An employee who fails to return to work within seventy two (72) hours of completion of a leave of absence (without reasonable explanation to the Employer) may be removed.

Section 33.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit, and seniority will be suspended until the employee returns to work.

Section 33.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer can cancel the leave and provide the employee with a written notice directing the employee to report for work within seventy two (72) hours of receipt of such notice.

Section 33.9. An employee seeking to return to active duty prior to the scheduled date may do so with approval from the Employer.

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**ARTICLE 34**  
**DISABILITY LEAVE**

Section 34.1. This Article outlines the conditions under which disability leave may be granted by the Employer, and procedures for administrating its use.

Section 34.2. When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position and compensation. Such request shall be in writing, stating the reason for the request and, if approved by the Employer, attached to the implementing personnel action.

Section 34.3. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

Section 34.4. Disability Leave: An employee who has completed his probationary period and becomes physically unable to perform his duties due to illness, pregnancy or disability shall be granted a leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability shall be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the conclusion of the disability/personal leave, however, in no case will an employee be allowed more than twelve (12) months disability leave in an eighteen (18) month period for the same illness or condition. When an employee is ready to return to work, he shall furnish a statement from a physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, paid leave and leave granted under the Family and Medical Leave Act of 1993.

Section 34.5. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should

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the employee returning from disability leave be reinstated to another position, the temporary appointment shall be made permanent, if the temporary employee so desires.

Section 34.6. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

Section 34.7. An employee who has been granted a disability leave shall not accrue vacation leave or sick leave during such a disability leave.

**ARTICLE 35**  
**FUNERAL LEAVE**

Section 35.1. Due to the death of a member of the employee's immediate family the employee shall be granted two (2) days funeral leave, not chargeable to sick leave, and up to five (5) days additional funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, legal ward, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

Section 35.2. In cases where the funeral as described above is outside of the tri-state area (Ohio, Kentucky, Indiana) an additional three (3) days of absence (chargeable to sick leave, vacation, and/or comp time) may be granted as necessary. All other provisions of Section 35.1 continue to apply.

**ARTICLE 36**  
**RETIREMENT**

Section 36.1. Upon age and service retirement, employees shall be presented with a badge, agency patch, service decoration, and/or a name plate worn during service to the community suitably encased for presentation. An employee's unit number and badge number shall be retired upon death in office.

Section 36.2. Retired employees (those employees who have separated employment by an age and service retirement) may retain their agency credentials, however such credentials shall be stamped "Retired" by the Employer.

Section 36.3. The Employer shall allow the retired employee to retain one complete set of the agency's uniform with accessories which includes the following if applicable: Retirement badge, collar brass, buttons and backs, and whistle chain.

Section 36.4. When an employee intends to retire, he shall be allotted one (1) working day with pay to travel to P.E.R.S. to coordinate retirement affairs. An employee may only use this benefit

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once during the course of his employment with the Employer and verification of attendance may be required by the Employer.

**ARTICLE 37**  
**LAYOFF AND RECALL**

Section 37.1. When the Employer determines that a long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Benevolent Association of the impending layoff. The Employer and the Benevolent Association shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 37.2. Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees will be notified of the Employer's decision to implement any temporary layoff (lasting five (5) days or less) five (5) calendar days prior to the effective day of the layoff.

Section 37.3. Employees shall be laid off in inverse order of seniority within each classification affected.

Section 37.4. Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt in which to exercise his right to bump the least senior employee within the same or a lower classification, provided the more senior employee possesses the qualifications to perform the work. Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. In the event of a recall, employees who have exercised their bumping rights shall have the opportunity to reverse this privilege. An employee may exercise his bumping rights once during any specific layoff and once during any specific recall that affects his position.

Section 37.5. When employees are laid off, the Employer shall create a recall list based on seniority. The Employer shall recall employees from layoff from within each classification as needed. The Employer shall recall such employees according to seniority and qualification, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

Section 37.6. When the Employer recalls persons off the list, they shall be recalled to their previous classifications, if possible, and at the rate of pay commensurate with the current step of the classification the employee was in at the time of layoff.

Section 37.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Benevolent Association.

Section 37.8. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the laid-off employee to provide the Employer with written notice of any change of address, phone number, and/or name during the layoff period.



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Section 37.9. The employee recalled from long-term layoff shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice.

**ARTICLE 38**  
**NO STRIKE/NO LOCKOUT**

Section 38.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

**ARTICLE 39**  
**SAVINGS CLAUSE**

Section 39.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Benevolent Association shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

**ARTICLE 40**  
**INTEGRITY OF THE AGREEMENT**

Section 40.1. 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 agreement arrived at by the parties after 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 the Benevolent Association, and all prior agreements, practices and policies, either oral or written, are hereby cancelled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 41**  
**WAIVER IN EMERGENCY**

Section 41.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County 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:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency 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 the grievance(s) had properly progressed, prior to the emergency.

**ARTICLE 42**  
**CANINE HANDLER**

Section 42.1. The Employer and the Corrections Canine Handler agree to be reasonable and flexible with their schedules in order to avoid excessive overtime (i.e., if called in with dog three (3) hours prior to regular shift, the Corrections Canine Handler may be required to remain on shift and leave three (3) hours early). The Corrections Canine Handler will be afforded one (1) formal training day every other week to work with the dog or a combination not to exceed two (2) training days per month. This training day will be part of the Corrections Canine Handler's work shift.

Section 42.2. The Corrections Canine Handler shall receive an additional compensation equal to three (3) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. The parties hereby agree that this additional compensation shall be full and complete compensation for the Corrections Canine Handler's off-duty work time for home dog care activities such as feeding, grooming, and exercising the dog, which parties acknowledge should normally not exceed an average of one (1) hour per day.

Section 42.3. The Corrections Canine Handler has no legal authority off jail grounds (ORC 341.05C) and will not be used to search, supplement or perform the functions of enforcement canines. Their area is strictly limited to the secure perimeter of the jail, jail lobby, area immediately surrounding the jail's secure perimeter, persons in the jail or delivery vehicles with products or goods coming to the jail once delivery begins.

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Non-Sworn Employees (Unit B and Unit C)

**ARTICLE 43**  
**DURATION**

Section 43.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., November 20, 2025.

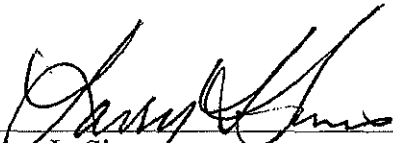
Section 43.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

2022-2025 Tentative Agreement between WCDSBA and Warren County Sheriff's Office  
Non-Sworn Employees (Unit B and Unit C)

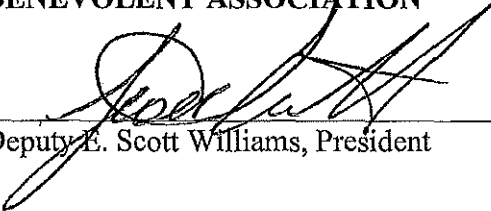
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as  
of the 3<sup>rd</sup> day of January, 2023

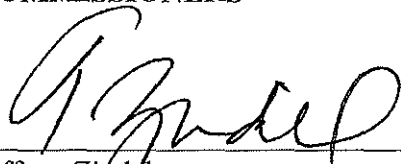
**FOR THE WARREN COUNTY SHERIFF**

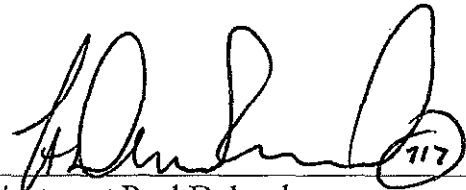
  
\_\_\_\_\_  
Larry L. Sims  
Warren County Sheriff

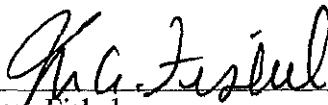
**WARREN COUNTY DEPUTY SHERIFF'S  
BENEVOLENT ASSOCIATION**

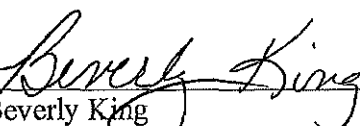
  
\_\_\_\_\_  
Deputy E. Scott Williams, President

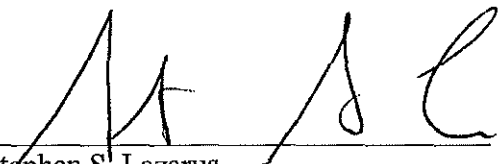
**FOR THE WARREN COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
Tiffany Zindel  
County Administrator

  
\_\_\_\_\_  
Lieutenant Paul Dubard  
Negotiating Team Member (Unit B)

  
\_\_\_\_\_  
Marc Fishel  
Fishel Downey Albrecht Riepenhoff, LLP

  
\_\_\_\_\_  
Beverly King  
Negotiating Team Member (Unit C)

  
\_\_\_\_\_  
Stephen S. Lazarus  
Lazarus & Lewis, LLC  
Counsel to the Association

Approved and journalized by the Warren County Board of Commissioners on 1-3-23  
by resolution number 23-0029

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by and between the Warren County Deputy Sheriff's Benevolent Association (WCDSBA) and the Warren County Sheriff's Office (Sheriff) and pertains to the tentative agreement reached between the parties concerning two of the non-sworn bargaining units (Unit B and Unit C).

Whereas the WCDSBA and the Sheriff reached a tentative agreement for a successor agreement for all bargaining units; and

Whereas the corrections officer bargaining unit (Unit A in the non-sworn agreement) rejected the tentative agreement; and

Whereas upon notification of the rejection by the corrections officer bargaining unit, the Sheriff withdrew its last wage proposal; and



Whereas the parties are desirous of moving forward with the tentative agreements for the remaining bargaining units; and

Whereas the tentative agreements remain subject to approval by the Warren County Board of Commissioners.

Now therefore, the parties agree as follows:

This memorandum of understanding is entered into to facilitate the Warren County Board of Commissioners' consideration of the tentative agreement reached on behalf of the non-sworn bargaining units known as Unit B and Unit C. To this end, all references to Unit A and corrections officers in the attached tentative agreement shall have no force and effect. For purposes of Unit A, the collective bargaining agreement that expired on November 20, 2022 will continue to apply to the corrections officers until a new agreement is reached for that bargaining unit.

The parties agree that, should the Warren County Board of Commissioners approve the sworn deputy's agreement, the sworn supervisors' agreement and/or the non-sworn agreement for Unit B and Unit C, such approval shall not be applicable to the corrections officers in Unit A of the non-sworn agreement.

	
WCDSBA	Sheriff's Office
12/13/22	12/13/22
Date	Date

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 23-0030

Adopted Date January 03, 2023

APPROVE AND ENTER INTO AN OPERATION AND MAINTENANCE AGREEMENT  
WITH PIMLICO POINTE, LLC ON BEHALF OF THE WATER AND SEWER  
DEPARTMENT

WHEREAS, Pimlico Pointe, LLC intends to install a sanitary sewer force main (the "Facilities") in the public right of way on property at 6810 Tylersville, Road, Mason, Ohio (Pimlico Pointe Property); and

WHEREAS, an operation and maintenance agreement is necessary to ensure that Pimlico Pointe, LLC and any successors provide for the continued maintenance of the Facilities as set forth in the attached agreement; and

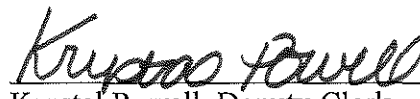
NOW THEREFORE BE IT RESOLVED, to approve and enter into and operation and maintenance agreement with Pimlico Pointe, LLC as attached hereto and made a part hereof .

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Grossmann – yea  
Mr. Young – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

cc: c/a—Pimlico Pointe LLC  
Water & Sewer (file)

## Operation & Maintenance Agreement

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THIS OPERATION & MAINTENANCE AGREEMENT (the "Agreement"), effective on the last date of execution by the parties, has been entered into by the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio County and political subdivision, whose address for all purposes herein is: Attn. Warren County Water and Sewer Department, 406 Justice Drive, Lebanon, Ohio 45036, (the "Owner"), and PIMLICO POINTE, LLC, an Ohio limited liability company, whose contact information for all purposes herein is Attn. Tim Burgoyne, 9545 Kenwood Road, Suite 401, Cincinnati, Ohio 45242, (the "Operator").

### RECITALS:

WHEREAS, Operator is the owner of or is under contract to purchase the property at 6810 Tylersville Road, Mason, Ohio 45040 ("Pimlico Pointe Property"), a legal description of which is attached as Exhibit A; and

WHEREAS, Operator will be installing a sanitary sewer force main (the "Facilities") in the public right of way after approval of plans by Owner and governmental regulatory agencies including the Ohio EPA, as more particularly described and illustrated on Exhibit B (the "Facilities Area") attached hereto and made a part hereof; and

WHEREAS, Upon the Operator's successful construction, testing, and start-up of the force main, the Facilities shall be transferred to the Owner; and

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated by reference herein, the parties hereto intend to provide for the continued maintenance of the Facilities in the manner set forth below:

- 1) Commencement. This Agreement shall commence at the time Owner accepts the Facilities. Acceptance of the Facilities shall occur when all construction, testing, restoration, and start-up is complete in accordance with the Owner's standards.

- 2) Facilities. The Facilities shall be strictly limited to the sanitary sewer force main and appurtenances (air release valves) in the right of way or dedicated utility easements (defined as beginning at and extending from five foot outside of the valve vault located on the Pimlico Pointe Property and extending approximately 4,800 feet west to Butler County's discharge manhole near the intersection of Tylersville Road and Pepper Pike as illustrated on Exhibit B). Facilities shall exclude all other sanitary improvements located on the Pimlico Pointe Property including, but not limited to, gravity sewers, pump station and ancillary equipment, buried vaults, tanks, wet wells, odor control equipment, valves, cleaning apparatus (pigging station), and manholes. Construction, operation, and maintenance of these excluded improvements shall be the sole responsibility of the Operator. Warren County or its Water and Sewer Department shall not assume any legal obligations or be the successor in interest for the operation, maintenance, repair or replacement of the excluded sanitary sewer improvements located on the Pimlico Pointe Property.
- 3) Right of Way Permits. Operator shall be solely responsible for obtaining separate Right-of-Way Permits from the Warren County Engineer's Office (and the Butler County Engineer's Office where applicable) for the Facilities Area prior to beginning construction of the Facilities in the public right of way. The Right of way Permit issued by the Warren County Engineer, by its terms, shall be assignable to Owner. The Owner shall collaborate and assist the Operator with the permitting process and shall, if required by the permitting authority, serve as the applicant for the Right of Way permit.
- 4) Odor Control & Mitigation. Owner shall not be responsible for mitigation measures to control or minimize odors generated from the Facilities as defined in the foregoing paragraph 2, or from sanitary sewer improvements constructed by the Operator to serve the Pimlico Pointe Property. If odor complaints become problematic, the Owner shall notify the Operator and the Operator shall, within 90 days, install a chemical feed equipment to mitigate the odors. All costs of installation and operation shall be borne by the Operator. In the event that Operator fails to timely mitigate the odors as provided herein, the Owner has the option but not the obligation to take all reasonable measures necessary to mitigate the odors. All costs for mitigating odors, including but not limited to materials, labor, and equipment related thereto shall be reimbursed by the Operator within 30 days of receipt of Owner's written demand for reimbursement.
- 5) Maintenance Obligation. Operator and its successors and assigns shall be solely responsible, at their sole cost, for maintaining the Facilities as defined in the foregoing paragraph 2, in a reasonable manner, and in compliance with all federal, state and local laws including without limitation applicable environmental regulations. Operator shall maintain the ground elevation as level as reasonably possible and restore by seeding and strawing after any earth disturbing activities are complete to the satisfaction of the County Engineer's Office in Warren and Butler Counties, not allow any waste to accumulate, and keep the Facilities Area free from noxious weeds. In the event that Operator does not act as necessary, Owner has the right but not the obligation to do any



necessary maintenance work.. All cost relating to Owner electing to perform any maintenance obligations including, but not limited to materials, labor, and equipment related thereto, shall be reimbursed by the Operator within 30 days of receipt of Owner's written demand for reimbursement.

- 6) Emergency Repairs. When contacted the Operator shall immediately respond by mobilizing personnel, equipment, and materials to perform emergency repairs on the Facilities as defined in the foregoing paragraph 2, should the facilities fail or be damaged. Operator shall, at all times, provide Owner with contact information of individuals that are available at any hour to address emergencies. In the event that Operator fails to respond immediately to an emergency, the Owner has the option but not the obligation to respond and complete any and all repairs. All cost for emergency repairs including, but not limited to materials, labor, and equipment related thereto shall be reimbursed by the Operator within 30 days of receipt of Owner's written demand for reimbursement.
- 7) Collection of Reimbursement obligations; Certification. The parties irrevocably stipulate that in the event Operator fails to timely reimburse Owner in full as required in the foregoing paragraphs 4, 5, and 6, the following collection and certification process may be used by Owner: Owner shall be entitled to declare Operator in default by adopting a resolution to certify any unreimbursed costs to the Warren County Auditor to be placed on the real property tax duplicate as a special assessment against the land currently identified as PID 15-06-388-001 (17.5881 acres) and PID 15-06-388-002 (7.9188 acres) totaling 25.5069 acres more or less, or all new parcel numbers created by virtue of any future split or subdivision of any part of the 25.5069 acres, to be collected in no more than two (2) semi-annual installments. Such cost shall be a lien upon such land on and after the date of the entry on the tax duplicate and shall be collected as other taxes and returned to the County general fund.
- 8) Termination. This Agreement shall terminate on December 31, 2121, or at any time the Owner and Operator, its successors and assigns, enter into a termination agreement, whichever occurs first. The term of the agreement may be extended upon a separate written mutual agreement between Owner and Operator, or their successors and assigns. Notice of the date of termination (in accordance with this paragraph) may be filed of public record by Licensor in an Affidavit on facts relating to title under R.C. 5301.252 (B)(3) in the Warren County Recorder's Office.
- 9) No Dedication, Claim or Interest Other Than as Provided Herein. This Agreement shall not constitute, nor shall it be construed, as an express or implied dedication of right-of-way. Except as provided in this Agreement, neither this Agreement or Operator's use of the right of way or the Facilities Area shall give rise to any claim or interest in the property under any legal or equitable theory including without limitation adverse possession, prescriptive easement, easement by use or necessity, merger or estoppel.

- 10) Indemnification. Operator, and its successors and assigns, shall indemnify, defend and save harmless Owner and its elected and appointed officials, employees, agents and insurers, from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, or environmental contamination (caused by Operator's activities) or damage to any property including the loss of use thereof, or on account of interruption of use of the property, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of Operator or its employees, agents, contractors or subcontractors, except to the extent such is caused by the negligence or willful misconduct of Owner.
- 11) Breach. In the event Operator breaches this Agreement after its effective date, Owner shall deliver written notice to Operator detailing the nature of the breach, following which date Operator shall have thirty business (30) days to remedy said breach (the "Cure Period"), provided that if any such breach cannot reasonably be cured within the Cure Period, Operator shall have such additional time as is reasonably needed (but not more than sixty (60) days) to cure such breach so long as Operator has commenced good faith efforts to cure such breach within such initial thirty day period and has diligently pursued cure of the same thereafter.
- 12) Binding Effect. This Agreement shall bind and run with the land for the term of the Agreement. The obligations herein shall inure to the benefit of and be binding upon the Parties and their respective representatives, successors and assigns.
- 13) Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.
- 10) Severability. If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 11) Interpretation, Disputes and Litigation. This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules. Interpretations and disputes of any kind relating to the license and the terms and conditions of this Agreement shall be brought in or removed to the Warren County, Ohio, Court of Common Pleas exclusively, unless the Parties mutually agree in writing to mediation to occur in Warren County, Ohio. Operator irrevocably agrees no claim or cause of action of any kind shall be brought in any other state or federal court and should Operator or its successors and assigns breach the conditions of this provision then Operator or its successors and assigns shall pay all court costs and reasonable attorney fees incurred by Owner to remove such litigation to the Warren County, Ohio Court of Common Pleas.

- 12) Cooperation. The Parties intend to cooperate with each other to carry out this Agreement. Each Party agrees to execute and deliver such additional documents, including estoppels, and take such action as may be reasonably necessary to carry out the purpose of the Agreement.
- 13) Exhibits. Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part hereof.
- 14) Recordation. Operator shall reimburse Owner for the recordation fee to record this Agreement. Upon termination of the Agreement, Operator shall reimburse Owner for the recordation fee to record notice of termination of the Agreement.
- 15) Recitals. The Recitals are an integral part of this Agreement.

[the remainder of this page is blank – signature pages only to follow]

16) Execution by Operator:

IN EXECUTION WHEREOF, Pimlico Pointe, LLC, the Operator herein, has caused this Agreement to be executed by Harold R. Silverman, its duly authorized Manager, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorizes it's representative to execute this Agreement.

SIGNATURE: Harold R. Silverman  
NAME: Harold R. Silverman  
TITLE: Manager  
DATE: 12/21/2022

STATE OF Ohio, COUNTY OF Hamilton, ss:

BE IT REMEMBERED, that on the 21<sup>st</sup> day of December, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Harold R. Silverman, whose title is Manager, of Pimlico Pointe, LLC, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of foregoing Agreement is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated therein. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.



RONALD M. HUNGLER  
Notary Public, State of Ohio  
My Commission Expires 10-23-2023  
Notary Public: Ronald M. Hungler  
My Commission Expires: 10-23-23

[the remainder of this page is blank – signature page only to follow]

17) Execution by Owner:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Agreement to be executed, by Shannon Jones, its President or Vice-President, on the date stated below, per Resolution No. 23-0020, dated 1.3.23.

SIGNATURE: [Signature]  
NAME: Shannon Jones  
TITLE: President  
DATE: 1.3.23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 3<sup>rd</sup> day of January, 202<sup>3</sup>, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Shannon Jones, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834388  
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell  
My Commission Expires: JULY 15, 2026

Prepared by: Carey K. Steffen, Esq., Aronoff Rosen & Hunt, LPA, 425 Walnut St., Suite 2200, Cincinnati, OH 45202

Approved as to form by:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce A. McGary, Assistant Prosecutor  
Date: 1/3/2023



A

**A** Abercromble & Associates, Inc.  
Civil Engineering + Surveying

APRIL 14, 2020

**LEGAL DESCRIPTION  
PARCEL "A"  
9.8519 ACRES**

SITUATE IN SECTION 6, TOWN 3, RANGE 2, PART BEING IN THE CITY OF MASON AND PART BEING IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING PART OF LOTS 20 THRU 23 OF FIRST ADDITION TO COLONIAL ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 5, PAGE 88 OF THE WARREN COUNTY, OHIO RECORDS AND ADJACENT UNPLATTED ACREAGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 1/2" IRON PIN AND CAP (#7862) AT THE SOUTHWEST CORNER OF ROSEMONT SOUTH SUBDIVISION, AS RECORDED IN PLAT BOOK 71, PAGES 65 AND 66 OF THE WARREN COUNTY, OHIO RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, SOUTH 89°27'32" EAST, 588.53 FEET TO A SET 1/4" IRON PIN AND CAP (#7862); THENCE LEAVING THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, SOUTH 08°02'35" WEST, 451.72 FEET TO A SET 1/4" IRON PIN AND CAP (#7862) AND SOUTH 00°24'33" WEST, 261.28 FEET TO A SET 1/4" IRON PIN AND CAP (#7862) IN THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD, NORTH 89°24'10" WEST, 655.54 FEET TO AN EXISTING IRON PIN AND CAP AT THE SOUTHEAST CORNER OF LOT 24 OF COLONIAL ACRES REPLAT AS RECORDED IN PLAT BOOK 59, PAGES 40 AND 41 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD, ALONG THE EASTERLY LINE OF SAID LOT 24, NORTH 00°24'34" EAST, 155.86 FEET TO AN EXISTING 1/4" IRON PIN AT THE SOUTHWEST CORNER OF THE 0.4665 ACRES AS CONVEYED TO WEST MASON CHURCH OF CHRIST OF MASON, OHIO IN DOCUMENT NUMBER 2018-033375 OF THE WARREN COUNTY, OHIO RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID WEST MASON CHURCH OF CHRIST TRACT, SOUTH 89°32'24" EAST, 60.00 FEET TO AN EXISTING IRON PIN AND CAP AT THE SOUTHEAST CORNER OF SAID WEST

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MASON CHURCH OF CHRIST TRACT; THENCE ALONG THE EASTERLY LINE OF SAID WEST MASON CHURCH OF CHRIST TRACT, NORTH 04°53'13" EAST, 339.24 FEET TO A SET 3/4" IRON PIN AND CAP (#7862) AT THE NORTHEAST CORNER OF SAID WEST MASON CHURCH OF CHRIST TRACT, BEING THE SOUTHEAST CORNER OF ROSEMONT WEST SUBDIVISION AS RECORDED IN PLAT BOOK 77, PAGES 79 AND 80 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING SAID WEST MASON CHURCH OF CHRIST TRACT, ALONG THE EASTERLY LINE OF SAID ROSEMONT WEST SUBDIVISION, NORTH 04°53'54" EAST, 216.79 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 9.8513 ACRES OF LAND (7.7829 ACRES DEERFIELD TOWNSHIP), (2.0684 ACRES CITY OF MASON) 1.2917 ACRES BEING PLATTED AS PART OF LOTS 20 THRU 23 OF FIRST ADDITION TO COLONIAL ACRES SUBDIVISION (PT. LOT 20-0.2148 ACRES, PT. LOT 21-0.3584 ACRES, PT. LOT 22-0.3590 ACRES, PT. LOT 23-0.3595 ACRES) AND 8.5596 ACRES UNPLATTED LAND, BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO EXISTING TYLER STATION, SECTION 1 AS RECORDED IN PLAT BOOK 25, PAGES 41 AND 42 OF THE WARREN COUNTY, OHIO RECORDS.

THE ABOVE DESCRIBED REAL ESTATE IS 9.8513 ACRES BEING PART OF THE 107.98 ACRES AS CONVEYED TO CHARLIE & BONNIE LAWSON IN DEED BOOK 352, PAGE 188 OF THE WARREN COUNTY, OHIO RECORDS, BEING THE RESULT OF A SURVEY AND PLAT DATED 09/08/20 MADE BY STEPHEN L CAHILL, PLS OF ABERCROMBIE & ASSOCIATES, INC, OHIO REGISTERED SURVEYOR #7862. THE SURVEY PLAT OF WHICH IS FILED IN VOLUME 151, PLAT NUMBER 83 WHICH IS FILED IN THE WARREN COUNTY ENGINEER'S RECORD OF LAND SURVEYS.

Old 15-06-388-002 7.918 ac (7.135 ac in Twp & 0.7838 ac in Corp)

Old 15-06-352-040 Pt. Lot 20 0.215 ac R.

Old 15-06-352-011 Pt. Lot 21 0.31 ac R.

Old 15-06-352-012 Pt. Lot 22 0.361 ac R.

Old 15-06-352-013 Pt. Lot 23 0.362 ac R.

New 15-06-588-009 9.8513 ac. Total \*

\*(7.7829 ac in Deerfield Twp, 2.0684 ac in Corp.

and 0.2148 ac. Pt. Lot 20, 0.3584 ac Pt. 21,

0.3590 ac. Pt. Lot 22, 0.3595 ac. Pt. Lot 23

and 8.5596 ac. unplatted lands)

No Rem

APPROVED  
WARREN CO. MAP DEPT.

DATE Apr 4 2022

BY [Signature]

FILE:03-0326.LD19-9.8513AC



APRIL 14, 2020

15-06-388-001

LEGAL DESCRIPTION  
PARCEL "B"  
17.5881 ACRES



SITUATE IN SECTION 6, TOWN 3, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET  $\frac{3}{8}$ " SET IRON PIN AND CAP (#7862) AT THE SOUTHWEST CORNER OF ROSEMONT SOUTH SUBDIVISION, AS RECORDED IN PLAT BOOK 71, PAGES 65 AND 66 OF THE WARREN COUNTY, OHIO RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, SOUTH 89°27'32" EAST, 588.53 FEET TO A SET  $\frac{3}{8}$ " IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, SOUTH 89°27'32" EAST, 915.53 FEET TO A SET  $\frac{3}{8}$ " IRON PIN AND CAP (#7862) IN THE WESTERLY RIGHT OF WAY OF SUNNY DRIVE; THENCE LEAVING THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, ALONG THE WESTERLY RIGHT OF WAY OF SUNNY DRIVE, THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 05°05'09" WEST, 37.96 FEET TO A SET  $\frac{3}{8}$ " IRON PIN AND CAP (#7862); THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 265.00 FEET, A DISTANCE OF 22.98 FEET; THE CHORD OF SAID CURVE BEARS, SOUTH 02°36'06" WEST, 22.97 FEET TO A SET  $\frac{3}{8}$ " IRON PIN AND CAP (#7862); THENCE SOUTH 00°07'03" WEST, 14.82 FEET TO A SET  $\frac{3}{8}$ " IRON PIN AND CAP (#7862); THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A DISTANCE OF 54.98 FEET, THE CHORD OF SAID CURVE BEARS, SOUTH 45°07'03" WEST, 49.50 FEET TO A SET  $\frac{3}{8}$ " IRON PIN AND CAP (#7862) AT THE NORTHWEST TERMINUS OF THORNBERRY COURT; THENCE ALONG THE WESTERLY TERMINUS OF THORNBERRY COURT, SOUTH 00°07'03" WEST, 42.00 FEET TO A SET  $\frac{3}{8}$ " IRON PIN AND CAP (#7862) AT THE SOUTHWEST TERMINUS OF THORNBERRY COURT; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF THORNBERRY COURT, SOUTH 89°52'57" EAST, 231.79 FEET TO A SET  $\frac{3}{8}$ " IRON PIN AND CAP (#7862); THENCE CONTINUING ALONG THE RIGHT OF WAY OF THORNBERRY COURT, ALONG THE WESTERLY LINE OF GREENBRIER COMMERCIAL P.U.D.-REPLAT AS RECORDED IN PLAT BOOK 74, PAGES 42 AND 43 OF THE WARREN COUNTY, OHIO RECORDS AND THE WESTERLY LINE OF UNIVERSITY POINTE

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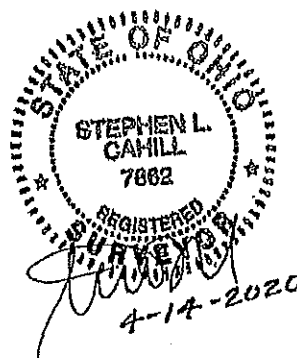


DENTAL OFFICE CONDOMINIUMS AS RECORDED IN PLAT BOOK 81, PAGES 65 AND 66 OF THE WARREN COUNTY, OHIO RECORDS, SOUTH 05°05'09" WEST, 560.68 FEET TO A SET 3/8" IRON PIN AND CAP (#7862) IN THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD; THENCE LEAVING THE WESTERLY LINE OF SAID UNIVERSITY POINTE DENTAL OFFICE CONDOMINIUMS, ALONG THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD, THE FOLLOWING FOUR COURSES AND DISTANCES, SOUTH 88°00'23" WEST, 389.45 FEET TO A SET 3/8" IRON PIN AND CAP (#7862); THENCE NORTH 86°02'11" WEST, 425.73 FEET TO A SET 3/8" IRON PIN AND CAP (#7862); THENCE SOUTH 81°08'05" WEST, 60.83 FEET TO A SET 3/8" IRON PIN AND CAP (#7862) AND NORTH 89°24'10" WEST, 225.53 FEET TO A SET 3/8" IRON PIN AND CAP (#7862); THENCE LEAVING THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD, ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 00°24'33" EAST, 261.28 FEET TO A SET 3/8" IRON PIN AND CAP (#7862) AND NORTH 05°02'35" EAST, 451.72 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 17.5881 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO EXISTING TYLER STATION, SECTION 1 AS RECORDED IN PLAT BOOK 25, PAGES 41 AND 42 OF THE WARREN COUNTY, OHIO RECORDS.

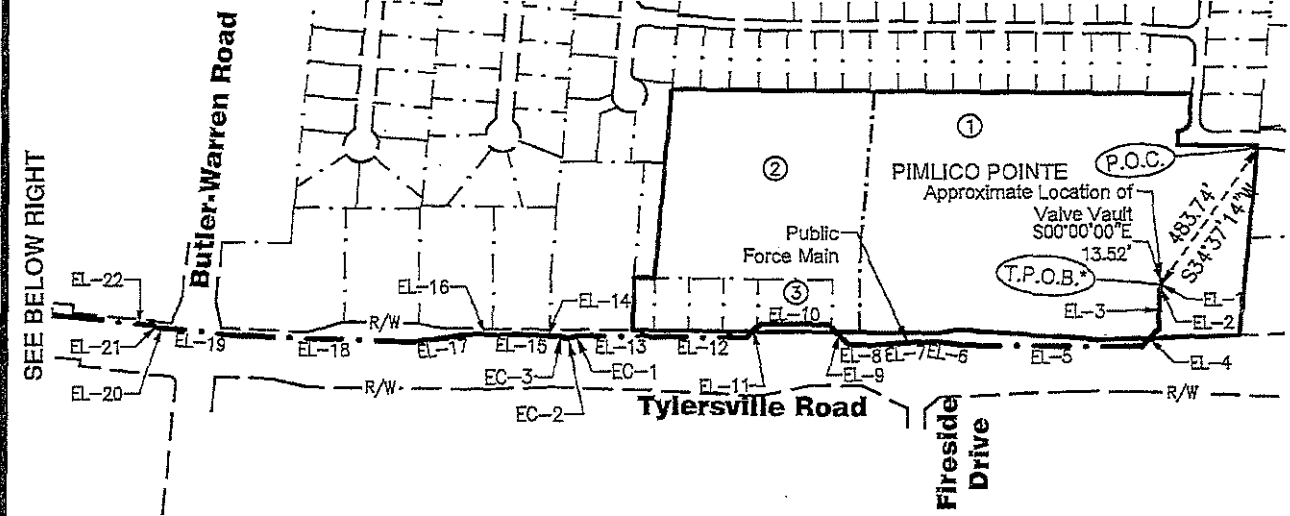
THE ABOVE DESCRIBED REAL ESTATE IS 17.5881 ACRES BEING PART OF THE 107.98 ACRES AS CONVEYED TO CHARLIE & BONNIE LAWSON IN DEED BOOK 352, PAGE 188 OF THE WARREN COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 03/09/20 MADE BY STEPHEN L. CAHILL, PLS OF ABERCROMBIE & ASSOCIATES, INC, OHIO REGISTERED SURVEYOR #7862. THE SURVEY PLAT OF WHICH IS FILED IN VOLUME 161, PLAT NUMBER 83, WHICH IS FILED IN THE WARREN COUNTY ENGINEER'S RECORD OF LAND SURVEYS.



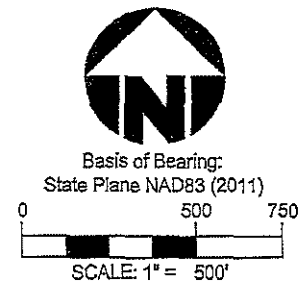
FILE:03-0326.1D20-17.5881AC

EXHIBIT B

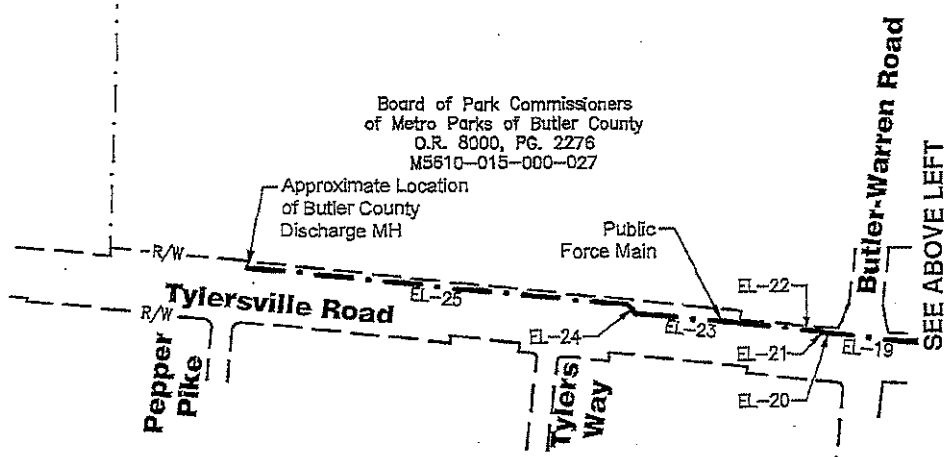
Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.



\*T.P.O.B. IS APPROX. 5' OUTSIDE OF VALVE VAULT



Board of Park Commissioners  
of Metro Parks of Butler County  
O.R. 8000, PG. 2276  
M5810-015-000-027



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**PIMLICO POINTE**  
SECTION 12, TOWN 3, RANGE 2 BTM  
WEST CHESTER TOWNSHIP  
BUTLER COUNTY, OHIO  
SECTION 6, TOWN 3, RANGE 2 BTM  
DEERFIELD TOWNSHIP  
WARREN COUNTY, OHIO  
**FORCE MAIN EXHIBIT**

Drawing: 20-0127 EX FM  
Scale: 1"=500'  
Drawn by: j.o.l.  
Checked By:  
Issue Date: 11-30-22

PAGE 1 of 2

Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

**EASEMENT  
LINE TABLE**

Line	Direction	Distance
EL-1	S00°00'00"E	1.65'
EL-2	S22°30'00"W	17.87'
EL-3	S00°00'00"E	113.99'
EL-4	S45°00'00"W	73.80'
EL-5	N89°37'54"W	517.06'
EL-6	N79°50'36"W	73.80'
EL-7	S86°30'17"W	186.23'
EL-8	N89°37'54"W	69.33'
EL-9	N44°37'54"W	84.75'
EL-10	N89°24'09"W	195.39'
EL-11	S45°31'08"W	57.08'
EL-12	N89°28'52"W	253.95'
EL-13	N89°28'52"W	221.29'

**EASEMENT  
LINE TABLE**

Line	Direction	Distance
EL-14	N89°28'52"W	32.62'
EL-15	N88°07'15"W	122.02'
EL-16	N89°58'18"W	86.81'
EL-17	S82°04'09"W	170.53'
EL-18	N87°48'55"W	505.97'
EL-19	N84°13'02"W	205.84'
EL-20	N84°13'02"W	28.66'
EL-21	N39°13'02"W	4.23'
EL-22	N83°44'09"W	212.73'
EL-23	N84°23'45"W	329.61'
EL-24	N39°23'45"W	33.29'
EL-25	N84°23'45"W	1107.58'

**EASEMENT CURVE TABLE**

Curve	Delta	Radius	Length	Chord
EC-1	21°44'52"	100.00'	37.96'	S79°38'42"W 37.73'
EC-2	43°29'44"	11.16'	8.47'	N89°28'52"W 8.27'
EC-3	21°44'52"	100.00'	37.96'	N78°36'26"W 37.73'

① CHARLIE LAWSON  
D.N. 2021-006860  
(1/2 INTEREST)  
CHARLIE LAWSON &  
CHARLIE LAWSON, EXECUTOR  
D.N. 2021-006861  
(1/2 INTEREST)  
15-06-388-001

CHARLIE & BONNIE LAWSON  
② D.B. 352, PG. 188  
15-06-388-002  
S.R. 126-24  
S.R. 151-83

CHARLIE & BONNIE LAWSON  
③ D.B. 352, PG. 188  
15-06-760-040  
S.R. 126-24  
S.R. 151-83



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**PIMILICO POINTE**  
SECTION 12, TOWN 3, RANGE 2 BTM  
WEST CHESTER TOWNSHIP  
BUTLER COUNTY, OHIO  
SECTION 6, TOWN 3, RANGE 2 BTM  
DEERFIELD TOWNSHIP  
WARREN COUNTY, OHIO  
**FORCE MAIN EXHIBIT**

Drawing: 20-0127 EX FM  
Scale: 1"=500'  
Drawn by: j.o.l.  
Checked By:  
Issue Date: 11-30-22

Page 2 of 2

# Resolution

Number 23-0031

Adopted Date January 03, 2023

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO PARTICIPATE IN THE WARREN COUNTY TRANSPORTATION DISTRICT KINGS MILLS ROAD (CR 31) / KINGS ISLAND DRIVE (CR 110) IMPROVEMENTS PROJECT AND PROVIDE REIMBURSEMENT FOR WATER AND SEWER IMPROVEMENTS

**WHEREAS**, the Warren County Transportation Improvement District (herein "WCTID") is performing improvements that include the widening and turn lane improvements to the Kings Mills Road and Kings Island Drive Corridor and related reconfiguration and replacement of utilities, and lighting (herein "Project"); and

**WHEREAS**, the Warren County Water and Sewer Department owns, maintains, and operates sanitary sewers and water distribution mains within the WCTID project area and that portions of the water distribution system within the project area are required to be installed as a result of the Project; and

**WHEREAS**, the Warren County Water & Sewer Department believes construction of these water distribution and sanitary sewer collection system improvements which are part of the Project will reduce construction related disruptions to Warren County residents and the traveling public and reduce capital construction costs; and

**WHEREAS**, this Board determines that the proposed improvement is for public use and that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others.

**NOW THEREFORE BE IT RESOLVED THAT,**

1. The Warren County Sanitary Engineer is hereby authorized to participate in all phases of the WCTID Kings Mills Road (CR 31) / Kings Island Drive (CR110) Improvements Project WAR-CR282-0.66, for the easement acquisition, design, construction, and operation of sanitary sewer and water distribution improvements as part of the Project.
2. The Warren County Water and Sewer Department is further authorized to reimburse the WCTID for all easement acquisition, design, and construction costs associated with the water and sewer improvements.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Deputy Clerk

CAW

cc: Water/Sewer (file)

Project File

Auditor

# Resolution

Number 23-0032

Adopted Date January 03, 2023

**ACCEPT SEALED BID SUBMITTED BY STEPHANIE ROEDER TO PURCHASE REAL PROPERTY LOCATED AT 8937 BUNNELL HILL ROAD IN CLEARCREEK TOWNSHIP, AND FURTHER AUTHORIZE THE COUNTY PROSECUTOR TO CLOSE THE TRANSACTION, THE BOARD PRESIDENT OR VICE-PRESIDENT TO EXECUTE A QUIT-CLAIM DEED CONVEYING SAID PROPERTY TO STEPHANIE ROEDER, AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE ALL OTHER CLOSING DOCUMENTS ON BEHALF OF THE BOARD PREPARED BY THE COUNTY PROSECUTOR**

**WHEREAS**, the Board adopted Resolution 22-1803 on November 22, 2022, determining it to be in the interest of Warren County to sell Real Property located at 8937 Bunnell Hill Road, in Clearcreek Township, being a property titled in the name of this Board but not needed for any public interest, and further authorizing the said property to be sold "As-Is" to the highest bidder by private sale through sealed bids after publication required by law, subject to the terms and conditions of such advertisement; and,

**WHEREAS**, after being properly advertised, the Board received only one bid for the purchase of said property and that bid timely submitted by Stephanie Roeder was responsive to the bidding requirements and agreed to the terms and conditions of the sale; and,

**WHEREAS**, the Board now desires to accept the said bid and sell the said property to Stephanie Roeder, subject to the terms and conditions as advertised.

**NOW THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Warren County, Ohio, at least a majority of its members casting a vote concur as follows:

- 1) The Board does hereby accept the bid of Stephanie Roeder.
- 2) The Board does hereby authorize the County Prosecutor to close the said transaction.
- 3) The Board does hereby authorize the Board President or Vice-President to execute a quit-claim deed, prepared by the County Prosecutor, conveying title to 8937 Bunnell Hill Road, in Clearcreek Township, to Stephanie Roeder, upon receipt of the bid amount of Fifty-Six Thousand Four Hundred and Seventy-Seven Dollars (\$56,477), plus transfer tax and recording fees and reimbursement of advertisement costs.
- 4) The Board does hereby authorize the County Administrator to execute, on behalf of the Board, all other closing documents prepared by the County Prosecutor, including without limitation a Settlement Statement.
- 5) All action taken relating to and this Resolution is an administrative act by the Board.


- 6) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 7) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 3<sup>rd</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Roeder, Stephanie  
Deed file  
Prosecutor's Office (Bruce McGary)  
Bid file