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AGREEMENT BY AND BETWEEN

THE CHAMPAIGN COUNTY SHERIFF

AND

THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

DEPUTIES

12-MED-09-0800

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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PREAMBLE/PURPOSE

This Agreement, entered into by the Champaign County Sheriff, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the Labor Council or the Ohio Labor Council or the FOP/OLC or the Union, has as its purpose the following:

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

ARTICLE 1
UNION RECOGNITION

Section 1.1

The Employer recognizes the FOP, Ohio Labor Council, Inc. as the sole and exclusive bargaining representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board on March 9, 2010 in case number 10-REP-02-0028, including all full time employees of the Champaign County Sheriff in the classification of deputy.

Excluded from the bargaining unit are all management level employees, confidential employees, professional employees, seasonal and casual employees and supervisors as defined in the Ohio Revised Code, including: Sheriff, Chief Deputy, Bookkeeper, Sergeants, Lieutenants and Dispatchers.

Section 1.2

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

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

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

A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

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

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

F. Determine the adequacy of the work force;

G. Determine the mission of the Department as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Department as a governmental unit.

Section 2.2

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

Section 2.3

Any exercise of those rights which are in violation of the terms of this Agreement are subject to the grievance procedure.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1

The Employer and the Union will not interfere with, restrain, or coerce the employees covered by this Agreement because of membership or non-membership or legal activity on behalf of the Union.

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 female employees.

ARTICLE 4
UNION SECURITY

Section 4.1 Employer Agrees to Make Deduction

The Employer agrees to deduct Union membership dues and fees in accordance with this Article for all employees of the bargaining unit upon the successful completion of their individual probationary periods.

Section 4.2. Deduction to be Made Monthly

The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period following the pay period in which the signed authorization was received by the Employer.

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

Section 4.3 Indemnification

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 or fair share fee.

The Union warrants and guarantees that no provision in this article violates federal or state law.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the dues and/or fair share fee funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

Section 4.4 Relief From Making Deductions

The Employer shall be relieved from making such individual "check off" deductions upon an employee's:

(1) termination of employment;
(2) transfer to a job other than one covered by the bargaining unit;
(3) layoff from work; or
(4) an unpaid leave of absence.

Additionally the Employer shall not be obligated to make dues deductions from the payroll of any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deduction in addition to the deduction of Union dues or fair share fee.

Section 4.5 Fair Share Fee

As a condition of employment, sixty (60) days following the completion of their probationary period, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union, including employees who resign from membership in the Union after the effective date of this Agreement, shall pay to the Union, through payroll deduction a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee.

This provision shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit.

Prior to the deduction of any fair share fees, the Union shall certify the proportionate amount, if any, of its total dues and fair share fees that were spent on activities that could not be charged to the fees of nonmembers during the proceeding year. The amount of the fair share fees, if any, required to be paid by each nonmember employee in the unit shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each nonmember's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year.
In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fair share fee shall be placed in an interest-bearing escrow account, pending

the exhaustion of the Union's internal rebate procedure and/or any determination by the courts or the State Employment Relations Board, pursuant to the provisions of applicable state law.

Section 4.6 Notification of Dues and Fair Share Fee Amounts

The Union shall notify the Employer of the amount of its Union dues and fair share as often as is necessary, but no less than one time per year in order to assure that the Employer is informed of the correct amount to be deducted from each paycheck. Advance notice of no less than two (2) months must be given to the Employer prior to making any changes in an individual's dues deductions.

Section 4.7 Remitting to the Union

All dues and fair share fees deducted pursuant to this article shall be paid by the Employer within thirty (30) days, together with a listing of the members for whom deductions and/or fair share fees were made, to the Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215. 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
UNION REPRESENTATION AND UNION BUSINESS

Section 5.1 Non-employee Representative

The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities.

The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing advance notice is given to the Employer.

The Union shall provide to the Employer the name(s) of the Fraternal Order of Police, Ohio Labor Council Staff Representative(s), which are to be kept current.

Section 5.2. Employee Representatives

The Union shall submit in writing the names of three (3) employees who will act as Labor Council Associates for processing grievances as outlined in the Grievance Procedure, handling labor-management issues and bargaining. The Employer shall recognize as Union representatives the Labor Council Associates as defined in this section. Associates will be chosen by the membership as needed.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.3 Rules Governing Union Activity

The rules governing the activity of Union employee and non-employee representatives are as follows:

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

B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.

C. Representatives of the Union shall be permitted to transact official Union business in the Employer's work areas during work hours with permission of the immediate supervisor. Such permission will not be unreasonably withheld.

D. The Union employee representative shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.

E. Reasonable use of the Employer's telephone, fax machine, copier or email is permitted for Union business. Such systems are not considered confidential and may be monitored by the Employer as part of its normal operations.

Section 5.4 Bulletin Boards

The Employer agrees to provide space for bulletin boards in agreed-upon areas of the employer's facilities. It is agreed that where, in the opinion of the Employer, a bulletin board is already available, the Employer may permit the Union use of said bulletin board.

No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Materials relating to the following matters may be posted:

- Communications from the Union;
- Union recreational and social affairs;
- Notice of Union meetings;
- Union appointments;
- Notice of Union elections;
- Results of Union elections;
- Reports of non-political standing committees and independent non-political components of the Union; and
- Non-political publications, rulings or policies of the Union.

No materials may be posted on the Union bulletin boards at any time which contain the following:

- Personal attacks upon any other member or any other employee;
- Scandalous, scurrilous or derogatory attacks upon the administration;
- Unfavorable or favorable comments regarding a candidate for public office or for office in any employee organization.

Upon request of the Employer or his designee, any material posted in violation of this section shall be removed.

Section 5.5 Ballot Boxes

The Union shall be permitted, with prior notification to the Employer or his designee, to place a ballot box on the employer's premises in an area not accessible to the public, for the purpose of collecting members' ballots on all Union issues subjected to ballots. Such boxes shall be the property of the Union and shall be removed as soon as practicable after the Union vote has been concluded.

Section 5.6 Union Meetings

The Union shall be permitted, upon prior notification to and approval of the Employer or his designee, to hold meetings for Union members on the Employer's premises.

No employee attending the meeting shall be obligated to, and/or asked to divulge to the Employer information discussed at said meetings.

ARTICLE 6
LABOR/MANAGEMENT MEETINGS

Section 6.1 Meetings May be Scheduled

In the interest of sound Labor/Management relations, Labor/Management meetings may occur to discuss issues. The meetings shall take place upon mutual agreement of the other party after one party gives notice of its desire to have such a meeting. Said notice will include suggested dates for such meeting. Once mutually agreed upon, the Labor/Management meeting shall be convened as soon as feasible.

The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be addressed in the meeting.

Section 6.2 Purpose of the Meeting

The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the Employer which affect bargaining unit member procedure;

C. Disseminate general information of interest to the parties;

D. Discuss ways to increase productivity and improve efficiency;

E. To consider and discuss health and safety matters relating to employees;

F. Discuss grievances which have been processed beyond Step 3 of the grievance procedure when such discussions affect bargaining unit members of the FOP/OLC.

ARTICLE 7
INVESTIGATION AND DISCIPLINE

Section 7.1 Discipline May be Given

The tenure of every bargaining unit employee of the Champaign County Sheriff's Office shall be during good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined except for just cause. The Employer may discipline an employee for violations occurring while the employee is on

duty, working under the colors of the Employer, or off-duty with the violation having a relationship to employment with the Sheriff's Office. Forms of disciplinary action may include:

A. Verbal warning (written record);

B. Written reprimand;

C. Suspensions without pay;

D. Reduction in Rank or Position;

E. Discharge from employment.

Discipline shall take into account the nature of the violation, the employee's records of discipline, and the employee's record of performance and conduct.

Section 7.2 Business-like Manner

Any time the Employer or designee has reason to investigate or discipline an employee, it shall be done in a proper and business-like manner that will not embarrass the employee before other employees or the public.

Section 7.3 Pre-disciplinary Hearing Required

Whenever the Employer or his designee determines that an employee's conduct may warrant a reduction in rank, suspension, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may elect to be represented at a pre-disciplinary conference by a Union representative, a representative of his own choosing (at his own expense) or he may represent himself.

Section 7.4 Right to Representation

An employee is entitled, at his request, to Union representation of his choice in any interview between the employee and the employer or his designee when the employee has a reasonable belief that discipline may result from said interview. The employee shall be given a reasonable opportunity to have his chosen representative present, once he makes that request.

Section 7.5 Notice of Discipline Hearing

An employee shall receive notice of a pre-disciplinary hearing not less than seventy-two (72) hours prior to the start of the hearing. No later than twenty-four (24) hours prior to the scheduled starting time of the pre-disciplinary hearing, the employee may present a written request for a continuance of not more than forty-eight (48) hours. Such request shall state the reason for the continuance and said continuance shall not be unreasonably be denied.

Section 7.6 Interviews for Administrative Charges

Whenever the Employer or his designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct for purposes of administrative charges, either in preliminary investigations or in disciplinary hearings, the following shall apply:

A. The questioning shall take place at the Sheriff's Office or other mutually agreeable site.

B. Employees who are questioned as witnesses shall be so informed.

C. An employee who is the object of an administrative investigation shall be apprised of the nature of the suspected misconduct as it is known at that time and the right to have representation during the questioning.

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

E. With the consent of the parties involved, preliminary investigations may be tape recorded. Formal disciplinary hearings shall be tape recorded by the hearing officer. A copy of any recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the hearing.

F. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift or at any other time mutually agreed to between the employee and the parties.

G. 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.

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

This Section shall not be applicable to investigations involving alleged criminal violations by employees. An employee who is to be questioned as a suspect in or as the target of any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law.

Section 7.7 Verbal Warnings and Written Reprimands

Disciplinary actions of verbal warnings (written record) and written reprimand may be grieved, but shall not be subject to the arbitration procedure provided for in this Agreement.

Section 7.8 Criminal Charges

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 substitute and use accrued but unused vacation, holiday, or compensatory time during the unpaid 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 felony 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.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1 Grievance Defined

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

Disciplinary action of verbal warning (written record) and written reprimand may be grieved, but shall not be subject to the arbitration procedure provided for in this Article.

Section 8.2 Who May File a Grievance

A grievance may be initiated by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.3 Representation for Grievances

It is understood that the grievant may have a Union representative of his choice accompany him at any stage of the grievance procedures.

When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of the right to be present at the adjustment.

Section 8.4 Time Limits in Processing Grievances

All grievances must be processed at the proper step in order to be considered at subsequent steps. An employee may withdraw his grievance at any point by submitting a written statement to the Employer and the Union to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the last answer given by the Employer or his designee.

Any grievance not answered by the Employer or his designee within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Whenever a time limit provided for in the grievance procedure herein ends on a Saturday, Sunday, or holiday, the time limit shall be extended to the end of the next day which is not a Saturday, Sunday, or holiday.

All time limits in the grievance procedure as specified herein may be extended upon mutual consent of the parties.

Section 8.5 Time off for Processing Grievances

The investigation and writing of grievances shall be on non-duty time. The Union Associates may obtain needed information from the office during duty hours, provided the office is open and the employee receives authorization from his immediate supervisor prior to contacting the office.

The Union Associates shall be permitted on-duty time to deliver grievances to the next step of the grievance procedure without loss of pay. Grievance step hearings will be scheduled by mutual agreement of both parties, pursuant to the time frames herein. If grievance hearings are scheduled during an aggrieved employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Union Associates shall not suffer any loss of pay while attending grievance step hearings held during their regular duty hours.

Section 8.6 Grievance Procedure

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible.

In furtherance of this objective, the following procedure shall be followed:

Step 1 Immediate Supervisor

In order for an alleged grievance to receive consideration under this procedure the grievant or his representative must identify the alleged grievance by filling out and presenting the grievance form to his immediate supervisor within ten (10) calendar days after the grievant knows or should have known the facts that gave rise to the grievance.

An employee returning from vacation leave or authorized sick leave shall have ten (10) calendar days following the date of his return to work to file a grievance concerning an occurrence during such leave.

In no case will a grievance be considered which is submitted later than forty-five (45) days following the date of the occurrence.

The immediate supervisor shall investigate the matter and provide an answer in writing within ten (10) calendar days following the date on which the immediate supervisor was presented the grievance.

Step 2 Sheriff

If the grievance is not resolved in Step 1, the grievant shall within ten (10) calendar days refer the grievance to the Sheriff or his designee by delivering the grievance form to the Sheriff or his designee.

The Sheriff or his designee shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee. The meeting required at this step may be waived by mutual agreement of the employee involved and the Employer.

The Sheriff or his designee shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the date of the meeting, or if the meeting is waived, fourteen (14) days from the date of receipt of the grievance.

Step 3 Arbitration

If the grievance is not satisfactorily settled in Step 2, it may be submitted to arbitration by the Union by giving written notification to the Employer of intent to seek arbitration within twenty-one (21) calendar days from the date of the final answer under Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Section 8.7 Selecting the Arbitrator

The Employer or his designee and the representative of the Union shall within thirty (30) calendar days following the request for arbitration jointly request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) Area #15. Upon receipt of the list of nine (9) arbitrators submitted to the parties by the FMCS, the parties shall alternately strike the names of the arbitrators until one name remains on the list. The party requesting arbitration shall strike first. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party may once reject the list or the remaining name on the list and request from FMCS another list of nine (9) names.

Section 8.8 Procedure and Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him. The procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline.

Section 8.9 Arbitrability

The question of arbitrability of a grievance may be raised in writing by the Employer not later than ten (10) days of the receipt of the Union's notice to arbitrate on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is within the purview of arbitrability. The alleged grievance will be heard on its merits before the same arbitrator.

Section 8.10 Expenses

Any cost involved in obtaining the list of arbitrators, services, and expenses of the arbitrator, hearing room and the unless such are paid by the State of Ohio shall be equally divided between the Employer and the Union.

Expenses of any non-employee witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 8.11 Decision Final and Binding

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer.

Section 8.12 Content of Grievances

All grievances must contain the following information to be considered and must be filed using the grievance form supplied by the Union.

A. Aggrieved Employee's name and signature;

B. Aggrieved Employee's classification;

C. Date grievance was filed in writing;

D. Date and time the incident being grieved occurred;

E. The location where the incident being grieved occurred;

F. A description of the incident giving rise to the grievance;

G. Specific Articles and Sections of the Agreement allegedly violated;

H. Desired remedy to resolve the grievance.

The Union shall have the responsibility for the duplication, distribution, and accounting of their own grievance form.

Section 8.13 Sole Remedy

The parties agree that the grievance/arbitration procedure is the sole mechanism to appeal disciplinary matters and the State Personnel Board of Review shall have no jurisdiction pertaining to the discipline of bargaining unit members.

ARTICLE 9
PERSONNEL FILES

Section 9.1 Review of File Permitted

Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a Union representative of his choice accompany him during such review.

Section 9.2 Unfavorable Material

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

Section 9.3 Retention of Discipline Records

Records of discipline shall cease to have force and effect from the date of issuance of the discipline, provided no intervening discipline has occurred and shall be removed from the employee's active personnel file as follows:

Oral and/or written warnings	nine (9) months
All other discipline	two (2) years

ARTICLE 10
CLASSIFICATION

Section 10.1

An employee who regularly performs duties outside the classification assigned to the employee's position may request an audit of the position. The request shall be made in writing to the Sheriff who shall arrange for the audit to be conducted. The results of the audit shall be made known to the employee within thirty (30) days from the receipt of the request.

Section 10.2

If as a result of a position audit, it is found that the position is improperly classified the employee shall be offered a reclassification with a wage adjustment, where warranted. If the employee disagrees with the results of the position audit, he shall have seven (7) calendar days to appeal the decision through the grievance procedure provided in this Agreement.

ARTICLE 11
PROBATIONARY PERIODS

Section 11.1 New Hire Probation

Every newly hired deputy shall be required to successfully complete a probation period of twelve (12) months and shall begin on the first day for which he received compensation from the Employer. Failure to successfully complete the new-hire probation period shall result in the employee's termination without recourse to the grievance procedure.

Section 11.2 Promotional Probation Period

Any employee promoted to a higher ranking position shall successfully complete a promotional probation period of nine (9) months. Failure to complete the required promotional probationary period shall result in the employee being returned to his previously held classification and rate of pay. The termination of a promotional probationary period and the subsequent return to the previously held classification and rate of pay may be appealed directly to Step 2 of the grievance procedure, but shall not be subject to the arbitration procedure provided for in this Agreement.

Section 11.3 Return to Prior Rank

Any newly promoted employee may voluntarily elect to return to his previously held rank within thirty (30) days after promotion with no loss of seniority in the previously held rank.

Any newly promoted employee who is involuntarily returned to his previous rank for failure to successfully complete his promotional probation period shall not lose seniority in the previously held lower rank.

ARTICLE 12
SENIORITY

Section 12.1 Definition

A. Departmental Seniority

Seniority, as that term is used in this Agreement, is defined as an employee's uninterrupted and continuous service with the Champaign County Sheriff's Office as a full-time regular employee to be computed from the employee's most recent date of hire. Except as specified in sub-section B below, seniority will be used for the purposes as described in the various Articles of this Agreement.

B. Classification Seniority

Classification Seniority is defined as an employee's uninterrupted and continuous service in a particular classification (e.g. deputy, sergeant, lieutenant). Classification seniority shall only be used for the purpose of shift selection/shift bid.

Section 12.2 County Seniority/Benefit Seniority

County seniority is an employee's service with Champaign County, the State of Ohio or any other subdivision thereof and shall be calculated and used only for the purpose of determining the employee's vacation accrual.

Section 12.3 Loss of Seniority

Seniority shall be lost for the following reasons:

A. Discharge for just cause;

B. Retirement;

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

D. Failure to return to work under provisions of the layoff and recall article herein;

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

F. Resignation

ARTICLE 13
LAYOFF AND RECALL

Section 13.1 Notification to the Union

Whenever the Employer determines that a layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and UNION shall meet upon the Union's request to discuss the impact of the layoff on bargaining unit employees. Layoff will not be used for disciplinary purposes.

Section 13.2 Notification to Employees

Affected employees shall receive notice of any long term layoff (lasting fourteen (14) days or more) no less than fourteen (14) calendar days prior to the effective day of the layoff.

Affected employees shall receive notice of any short-term layoff [lasting five (5) days or less] no less than five (5) calendar days prior to the effective day of the layoff.

Section 13.3 Employer to Determine Layoffs

The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classifications. Prior to laying off any full time bargaining unit employees, the Employer shall lay off all temporary, part-time and probationary employees. Full time bargaining unit employees may then be laid off and shall be laid off within each classification where layoffs are to occur by inverse order of seniority as defined in the seniority article of this Agreement.

Section 13.4 Bumping

Any full time bargaining unit employee receiving notice of long-term layoff shall have five (5) calendar days following receipt or attempted delivery of the layoff notice in which to exercise his right to bump any less senior employee within the same classification or within any classification, provided the more senior employee possesses the skill, ability, and qualifications to perform the work.

Any employee who is bumped from his position pursuant to this section shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, and qualifications to bump another employee, shall be laid off and placed on a recall list.

An employee may only exercise his bumping rights once during any layoff affecting his position. An employee who bumps pursuant to this Section shall be paid at the rate of the classification into which he bumps

Section 13.5 Recall

When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification 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 730 days after the effective date of the layoff.

When the Employer recalls employees from the recall list they shall be recalled to their previous classification when an opening exists.

Section 13.6 Notice of Recall

Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Union.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee.

Section 13.7 Return after Recall

The employee recalled from long-term layoff shall have five (5) calendar days following the date of receipt or attempted delivery 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 or attempted delivery date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or agreed to between the Employer and the recalled employee.

Section 13.8 Appealing Layoffs

The parties agree that the grievance/arbitration procedure herein shall be the sole mechanism of appeal of layoffs and the State Personnel Board of Review shall have no jurisdiction concerning the layoff of bargaining unit members.

ARTICLE 14
PERFORMANCE EVALUATIONS

Section 14.1 Annual Evaluations

All bargaining unit employees will receive written performance evaluations on an annual basis.

Section 14.2 Procedure for Evaluations

The immediate/shift supervisor shall meet with the employee to discuss the evaluation. The immediate/shift supervisor will then complete the evaluation form and finalize a score. The evaluation form will then be submitted to succeeding levels of supervision for relevant comments. The employee shall sign the completed evaluation form, which will be retained in their personnel file. The employee shall receive a copy of the completed form.

Section 14.3 Disputing an Evaluation

If the employee disagrees with any part of the evaluation, they may attach a written statement that clarifies the issue in question. The statement shall be attached to the evaluation form and the attachment noted on the face of the form.

Performance evaluations are subject to appeal through the grievance procedure, as provided for in this Agreement but are not subject to the arbitration procedure.

ARTICLE 15
BIDDING ON VACANCIES

Section 15.1

The parties agree that all appointments to positions covered by this Agreement, other than original appointments from Civil Service eligible lists, shall be filled in accordance with this Article.

Section 15.2

Whenever the Employer determines that a permanent vacancy within the bargaining unit exists, a notice of such vacancy shall be posted on the departmental bulletin board for ten (10) days. During the posting period, anyone wishing to apply for the vacant position

shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the closing date and the posting, or from probationary employees or applicants who do not meet the minimum qualifications for the position. If the qualifications of two (2) or more applicants are relatively equal, seniority, as defined in the seniority article herein shall prevail.

Section 15.3

Nothing in this Article shall be construed to limit or otherwise prevent the Employer from temporarily filling a vacant position for up to thirty (30) calendar days without following the above procedures, pending the Employer's determination to fill the vacancy on a permanent basis.

ARTICLE 16
SAFETY AND HEALTH

Section 16.1 Mutual Pledge

The Employer and the Union agree that the safety and health of all employees are matters of importance and each will cooperate in an effort to prevent injury.

Section 16.2 Violation of Employer Safety Rules

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

ARTICLE 17
EDUCATION AND TRAINING

Section 17.1 Training to be Provided

All training required of an employee by the Employer and the Ohio Police Officer Training Commission (OPOTC) shall be paid for by the Employer. All required training shall be counted as time worked, including driving time to and from a training site. 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 to the County from the site shall be counted as regular workdays, not to exceed eight (8) hours.

In the interest of career development, the Sheriff shall endeavor to make available a minimum of two (2) outside training sessions per year for each bargaining unit employee that may be in addition to the annually required OPOTC law enforcement training.

Bargaining unit members may request specific training. All training requests are subject to the approval of the Sheriff, or his designee.

Section 17.2 Training Expenses

The Employer shall pay for all necessary lodging, travel expenses, materials, tuition, and fees pursuant to the Employer's policy for all required training.

Section 17.3 Tuition Reimbursement

All employees may be eligible for reimbursement of tuition for courses of instruction voluntarily undertaken at an accredited institution of higher learning during off-duty hours. All courses undertaken towards an associate, bachelor or masters degree shall qualify for reimbursement. Courses not taken in pursuit of an associate, bachelor or masters degree must demonstrate a clear correlation between the course and the employee's duties and responsibilities. Such courses not undertaken towards an associate, bachelor or masters degree are subject to the Sheriff's approval. Each employee is eligible to receive tuition reimbursement of one thousand dollars ($1,000.00) annually on condition that the employee, if approved to take such course, submits documentation of satisfactory completion of the course with a grade of C or higher to be eligible for reimbursement. Any course taken on a pass/fail basis must receive a pass to be eligible for reimbursement.

Section 17.4 Education Stipend

Employees who possess or obtain an advanced degree shall receive a yearly stipend in the amount specified below that shall be paid in the first pay period of each November. Before payment can be made, an employee must provide documentation of the receipt of their degree from an accredited institution of higher learning approved by the State Board

of Proprietary School Registration or the Ohio Board of Regents. An employee shall receive only one (1) such stipend per year and will be paid for the highest advanced degree for which documentation is provided pursuant to this section.

Degree	Yearly Stipend Amount
Associate	$500.00
Bachelor	$750.00
Masters	$1,000.00

ARTICLE 18
UNIFORMS, PERSONAL PROPERTY AND EQUIPMENT

Section 18.1 Employer to Provide Uniforms

The Employer shall provide at no cost to the employee all equipment and uniforms required by the Employer and all replacements for the required equipment and uniforms.

If Employer-provided clothing or equipment is lost or damaged due to employee's negligence, replacement will be at employee's expense and will be by payroll deduction.

Section 18.2 Plainclothes Personnel

Employees assigned to the investigation division shall be reimbursed for up to three hundred dollars ($300.00) per year for the purchase of civilian clothes worn in the line of duty, upon presentation of receipts to the Employer.

Section 18.3 Cleaning of Uniforms

Uniforms shall be cleaned by the Employer-designated contract service at the Employer's expense.

Section 18.4 Personal Property

Where an employee supplies evidence that he sustained damage to personal property in the active discharge of authorized duties, provided such damage was not the result of willful misuse on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements to a maximum of three hundred dollars ($300.00) per incident. The employee shall present the damaged property for the Employer's inspecting prior to the repair or replacement of said property.

Section 18.5 Personal Health Property

In the event of damage to prescription eye glasses (including frames), contact lenses, and dentures, while performing authorized duty or emergency duty, the Employer shall reimburse the employee for the actual cost of repair or replacement. The employee shall file a claim with Workers' Compensation, and any reimbursement received from Workers' Compensation shall be remitted to the Employer.

Section 18.6 Weapons

If the Employer determines that a specific model or style of service weapon is required for bargaining unit employees who are required by the Employer to carry an on-duty service weapon, such service weapon shall be supplied by the Employer. It shall be the responsibility of the employee to perform regular cleaning and maintenance of the service weapon. The Employer shall provide any repair or parts replacement costs that arise through normal use and care.

Service weapons provided by the Employer are the property of the Employer and shall, upon separation from employment, be returned to the Employer in the condition issued, allowing for reasonable wear and tear, prior to the issuance of any compensation to the separated employee.

ARTICLE 19
TRAVEL EXPENSE REIMBURSEMENT

Section 19.1

The Employer shall reimburse employees for expenses incurred while on official business outside of the County in accordance with the following:

A. Travel:

1. By County vehicles:
   actual expense upon presentation of receipts.

2. By employee's private vehicle:
   at the rate established by the Champaign County Board of Commissioners.

3. By commercial travel (airline, train, bus, taxi):
   actual costs of fare upon presentation of receipts and with prior approval from the Employer.

4. Tolls and parking:
   actual costs upon presentation or receipts.

B. Hotel/Motel

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

C. Meals

Actual costs up to a maximum of thirty dollars ($30.00) per day and upon presentation of receipts.

Section 19.2 Presentation of Expenses

All expenses shall be filed on the Travel Expense Report with receipts attached.

ARTICLE 20
INSURANCE AND BONDING

Section 20.1 Coverage to be Provided

The Employer agrees to provide health insurance coverage for the bargaining unit employees which is equal to that coverage provided to other County employees under the Commissioners' jurisdiction. The Employer shall provide premium payments as follows:

Section 20.2 Premium Contributions

The Employer shall contribute ninety percent (90%) of the premium for a family plan at premium levels effective on the date of the execution of this Agreement.

Whenever the employee selects family coverage and the spouse is employed by the County, the Employer shall only be obligated to pay the ninety-percent (90%) premium as listed above per family.

Section 20.3 Life Insurance

The Employer shall for the life of this Agreement provide term life insurance coverage in the amount of $40,000.00 at the Employer's expense.

Section 20.4

The sole determination of the insurance carrier or method of providing hospitalization or life insurance benefits rests with the Employer.

Section 20.5

If/when the Champaign County Board of Commissioners institutes a County-wide program of partial self-funding of the hospitalization/major medical insurance plan provided for in Section 19.1 of this Agreement including the formulation of a panel of County employees to provide direction for the administration of the partially self-funded program, one (1) employee member of the bargaining unit shall become a member of such panel of County employees. The Union will choose the member designate the employee to be appointed to the panel and will notify the Employer in writing. The Employer shall appoint the designated employee to the panel.

Section 20.6 Bonding

Whenever the Employer requires any of its employees to be bonded, the Employer shall have the responsibility for securing and retaining said bond. The premiums for all bonds shall be paid by the Employer.

ARTICLE 21
SPECIAL ASSIGNMENTS AND SPECIAL DEPUTIES

Section 21.1 Special Assignments

With the advanced approval of the Sheriff all qualified employees covered by this Agreement may be hired by various businesses or organizations of the community to work special assignments for the purpose of such things as security or traffic control. Payment, at the rates specified below, for such special assignments shall be made directly to the employee by the hiring entity at the completion of the detail.

Section 21.2 Pay Rates

Payment for special assignments (details) shall be at the following rates:

Non-Profit organizations	For-Profit Organizations
Not less than $25.00 per hour per employee	Not less than $35.00 per hour per employee

All assignments shall carry a minimum charge of three (3) hours. Any assignment for thirty (30) minutes or less shall carry a two (2) hour minimum charge.

Section 21.3 Posting/Availability

Except as otherwise specified in this Article, special assignments (details) except for the Champaign County Fair will be made available in the following manner:

Special assignment (detail) requests that are received at the Sheriff's Office shall be posted at the earliest opportunity. Postings shall include the date and time of the posting, as well as known information related to the special assignment.

Bargaining unit members may sign up for posted special assignments (details) on a "first come" basis. However, bargaining unit members with more seniority (as defined in Section 12.1 of this contract) and without regard to rank may bump a less senior bargaining unit member (regardless of rank) from the posted special assignment (detail) within the first seventy-two (72) hours that the special detail is posted. Qualified Administrative Staff, qualified Reserve, Special, or Auxiliary Deputies may sign up for a special assignment (detail) after it has been posted for seventy-two (72) hours. Should a special assignment (detail) remain unfilled seventy-two (72) hours prior to the date of the detail, the Sheriff, or his designee may at their discretion assign any qualified bargaining unit employee or Reserve, Special, or Auxiliary to work the detail. The Employer will attempt to equalize these opportunities annually.

The Sheriff reserves the right to withhold an employee's opportunity to work details, as a form of discipline, for infractions during details. The length and number of withheld special assignment opportunities shall bear a correlation to the infraction that occurred during a detail.

When special assignments (details) are requested with less than seventy-two (72) hours' notice, the Sheriff or his designee shall at their discretion assign any qualified employee, Reserve, Special, or Auxiliary to work the detail. Qualified bargaining unit employees will be afforded first opportunity to work in these circumstances.

Only the Sheriff or his designee may approve a leave request to work a special assignment (detail) at the beginning or end of a regular tour of duty on the same day as

the special assignment (detail). This language does not prohibit using approved leave time to work special assignments (details) when approval is granted twenty-four (24) hours prior to the special assignment (detail).

The parties agree that any special assignments (details) performed by an employee under this Article shall not be considered as overtime.

Section 21.4 Reserve, Special, or Auxiliary Deputies

The parties agree that the Employer may continue to utilize Reserve, Special, or Auxiliary Deputies for special details such as parades, fairs, special traffic control, scheduled educational events, and declared emergencies in which the number of regular personnel are deemed inadequate to fulfill the Employer's mission. The Sheriff may continue the current practice of Special Deputies working road patrol.

ARTICLE 22
HOURS OF WORK AND OVERTIME

Section 22.1 Definition

The standard workday shall be defined as eight (8) consecutive hours within a twenty-four (24) hour period. The standard work (pay) period shall be defined as fourteen (14) consecutive days.

Section 22.2 Work Schedules

Work schedules shall be determined by the Employer and shall be posted according to the shift preference section in this article. Changes in an employee's work schedule may be made by the Employer to meet unexpected variations of staffing levels, upon notice to the employee of no less than seven (7) days and no more than three (3) times in a calendar year.

Section 22.3 Shift Preference

Non-probationary, full-time deputies will request their primary and secondary shift preference during the months of November and May of each year. The Employer will consider the deputy's request and classification seniority (as defined in the Seniority article herein) when assigning permanent shifts. However, the Sheriff retains the right to assign shifts based upon operational needs.

The new schedule will be posted and/or distributed to employees no later than the first pay period in December and June and will become effective at the beginning of the first full pay period in January (of the following year) and July.

The shift preference procedure does not apply to the following: detectives, court services, North Lewisburg units, DARE and the dog warden. However, if after the effective date of this Agreement additional positions are created in court services those positions will be eligible for bid.

Section 22.4 Overtime

For purposes of computing overtime, the regular work period for employees scheduled on a rotating days off schedule shall be those hours that they are actually scheduled to work during a fourteen (14) day period. Hours actually worked in excess of those scheduled during the fourteen (14) day period shall be compensated at the rate of one and one-half (1½) times the regular rate of pay.

For purposes of computing overtime for employees on a fixed days off schedule, all hours in active pay status shall be considered as hours worked. Hours in active pay status, except paid sick leave, in excess of eighty (80) hours in a fourteen (14) day period shall be compensated at the rate of one and one-half (1½) times the regular rate of pay.

For purposes of establishing an hourly rate of pay, as a basis to establish an overtime rate of pay, the annualized base wage rate shall be divided by two thousand eighty (2080) hours.

Section 22.5 Overtime Compensation

Employees may exercise the right to choose the manner in which they are compensated for overtime hours; pay or compensatory time. The manner of overtime compensation is to be indicated by the employee on the approved overtime claim forms available from the Employer. Supporting documentation is to accompany each overtime claim form, in conjunction with the endorsement of the employee's immediate or shift supervisor.

Section 22.6 Compensatory Time

An employee's compensatory time accrued shall be limited to a maximum of three hundred twenty (320) hours. Once the maximum compensatory time accrual rate is reached, any additional overtime hours worked will automatically be converted to pay.

Compensatory time may be taken by an employee in one (1) hour increments, upon approval of the employee's immediate or shift supervisor, provided the leave requested does not create a hardship on the operations of the Employer.

Section 22.7 Court Time

Employees shall be compensated at the rate of one and one-half (1½) times the regular hourly rate of pay for all work-related court appearances outside their regular work schedule. The minimum compensation shall be two (2) hours at one and one-half (1½) times the regular hourly rate. Supporting documentation is to accompany an overtime claim form, in conjunction with the endorsement of the employee's immediate or shift

supervisor. Supporting documentation shall include a photocopy of the subpoena for the employee's court appearance, as well as the agency report number related to the incident.

Section 22.8 Call-up Pay

Employees called back to work after leaving at the end of their shift shall receive a minimum of three (3) hours pay for the call-up. The rate of compensation for call-up is dependent upon the provisions for overtime specified in this article. Employees called in for the purpose of correcting their own errors shall only be entitled to compensation at their regular rate of pay for actual time worked to correct the error.

Section 22.9 Semi-Annual Time Change

No adjustments in schedules or pay will be made for those employees working at the time of semi-annual time changes between Eastern Standard Time and Daylight Savings Time.

Section 22.10 Meal Periods

Each employee shall be granted a one-half (1/2) hour meal period during each regular work shift, to be scheduled or approved by the shift supervisor. Those employees required to remain on-duty, or on-call, during their meal period shall have the meal period considered as part of their standard workday. Employees shall avoid, as much as practical, unnecessary or unreasonable travel from there area of assignment for the purpose of obtaining their meals. It is understood that meal periods are subject to interruption due to the need for emergency responses.

ARTICLE 23
WORKING OUT OF CLASSIFICATION

Section 23.1

When an employee is assigned by the Sheriff or his designee to serve as an acting supervisor or equivalent title, such employee shall be entitled to receive three percent (3%) premium pay over the regular pay scale for that individual for all hours worked in that capacity commencing on the second (2nd) day and each day thereafter.

ARTICLE 24
WAGES

Section 24.1 Wage Scale

In the first year of this Agreement the wage scale for members of this bargaining unit shall be adjusted effective January 1, 2013 as indicated below. There will be a zero percent (0%) increase for 2014, followed by a wage re-opener for 2015.

	Step 1 **Entry Level**	**Step 2** **More than 2 years but less than 4 years**	**Step 3** **More than 4 years but less than 6 years**	**Step 4** **More than 6 years**
1-1-13	$16.00	$17.50	$18.25	$21.00
1-1-14 0%	$16.00	$17.50	$18.25	$21.00
1-1-15	Re-opener	Re-opener	Re-opener	Re-opener

Entry step deputies already who were already on staff as of October 1, 2012 will remain at the entry step (Step 1) amount in effect at the time they started: sixteen dollar and eighty-eight cents ($16.88) per hour until they qualify for advancement to Step 2.

All new deputies hired after the effective date of this Agreement shall start at the entry level step. However, at the Sheriff's discretion they may be placed above the entry step, but no higher than step 2 as long as they have at least five (5) years of OPOTA-certified full time law enforcement experience.

ARTICLE 25
LONGEVITY

Section 25.1 Amount of Longevity

Longevity pay will be one hundred dollars ($100.00) per year of fulltime service with the Employer, up to a maximum of twenty (20) years.

Section 25.2 Eligibility for Longevity

An employee must have three (3) years fulltime service with the employer to qualify for the initial longevity pay supplement.

Section 25.3 Payment of Longevity

Longevity pay shall be paid annually, upon the employee's anniversary date, to qualified employees, by voucher in a lump sum payment.

ARTICLE 26
VACATION

Section 26.1 Accrual Rate

Bargaining unit employees shall earn vacation leave according to their number of years of continuous service with the Employer and/or prior services with political subdivisions of the State of Ohio as provided for in applicable state law as follows:

Years of Completed Service	Number of hours	Number of working days	Accrual Rate per Pay Period
Less than 1 year	No vacation entitlement	No vacation entitlement	3.1 hours
1 Year, but less than 8 years	80 hours	10 working days	3.1 hours
8 Years, but less than 15 Years	120 hours	15 working days	4.6 hours
15 Years, but less than 20 Years	160 hours	20 working days	6.2 hours
20 Years or more	200 hours	25 working days	7.7 hours

Section 26.2 Accrual of Vacation

Vacation credit accrues while on any paid leave. No vacation accrual is credited while an employee is on any unpaid leave or disciplinary suspension. Prorated vacation credit is accrued for any partial pay period. Forty (40) hours vacation credit is added at the completion of eight (8), fifteen (15), and twenty (20) years of employment in addition to the increased rate of accrual.

Section 26.3. Using and Requesting Vacation

Vacation shall be used in increments of no less than four (4) hours in duration. Requests for vacation shall be made in writing to the Employer or designee no less than thirty (30) calendar days prior to the date the requested vacation is to commence. Vacation requests with less than thirty (30) calendar days prior notice may be granted at the discretion of the Employer or his designee.

Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Agency. Whenever possible, seniority shall be used to determine the vacation schedule.

Section 26.4 Carryover and Cashing out Vacation

Employees shall be entitled to their vacation leave any time after anniversary date of employment and should try to utilize their vacation leave prior to their next anniversary date. However, employees may accumulate and carry over two (2) years' of vacation into the following anniversary year.

Employees shall have the option to carry over up to two (2) years' vacation or to cash in up to one (1) year's vacation, by submitting a written request for to the Employer for cash-in.

Failure to submit such a request shall result in the forfeiture of any accrued but unused vacation credits in excess of two (2) years.

Section 26.5 Payment at Resignation

When an employee with more than one (1) year of continuous service resigns from the Sheriff's Office, they shall be paid for any earned but unused vacation.

ARTICLE 27
HOLIDAYS

Section 27.1 Holidays

All bargaining unit employees are entitled to the following paid holidays and any other days designated by the Commissioners for County employees:

New Years Day	(1st day of January)
Martin Luther King Day	(3rd Monday in January)
President's Day	(3rd Monday in February)
Memorial Day	(last Monday of May)
Independence Day	(4th day of July)
Labor Day	(1st Monday of September)
Columbus Day	(2nd Monday of October)
Veterans Day	(11th day of November)
Thanksgiving Day	(4th Thursday of November)
Christmas Day	(25th day of December)

Section 27.2 Payment for Holidays

On the first regularly scheduled payday in November, each full-time employee of the bargaining unit shall receive a check for all holidays specified in this article that he/she was available for duty during the previous twelve (12) months. Such check shall be for eight (8) hours pay for each holiday that the employee available for duty but did not work

and shall be for twelve (12) hours pay for each holiday the employee was assigned to work, provided that he worked more than four (4) hours during the twenty-four (24) hours holiday period, and shall be at the rate of pay that was in effect for the employee on the actual date of the holiday for which he is being paid.

Section 27.3 Holiday While on Vacation

If a holiday occurs while an employee is on vacation leave, such vacation day shall not be charged against the employee's vacation leave. An employee who reports off sick on a holiday shall be entitled to holiday compensation but shall be charged with sick leave usage. An employee on unpaid leave of absence, layoff, or disciplinary suspension shall not be entitled to holiday compensation.

Section 27.4 Birthday Holiday

Each bargaining unit employee shall be entitled to one (1) shift off on their birthday or one (1) shift off at any time within sixty (60) days following their birthday. A request for this holiday must be submitted in writing seven (7) days prior for approval by the Sheriff or his designee.

If after approval, such approval must be revoked by the Sheriff or his designee, the employee may request either an alternate shift off or one (1) shift's compensation.

ARTICLE 28
SICK, FAMILY MEDICAL AND PERSONAL LEAVE

Section 28.1 Accrual Rate

Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in an active pay status, (i.e., during paid vacation and sick leave). Sick leave credit shall not accrue while an employee is on any unpaid leave of absence, on layoff, on disciplinary suspension, or in overtime status.

Section 28.2 Prior Service Credit for Sick Leave

An employee who transfers from another public agency as provided for in applicable state law or is reinstated by the Employer retains his sick leave balance, provided that the time between separation and reappointment does not exceed ten (10) years.

Section 28.3 Use of Sick Leave

Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

A. Illness, injury, or pregnancy-related condition of the employee.

B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such examinations cannot reasonably be scheduled during an employee's non-working hours.

D. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

E. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examinations cannot reasonably be scheduled during an employee's non-work hours.

Section 28.4 Immediate Family Defined

For the purposes of this Article, the definition of immediate family shall be: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 28.5 Payment for Sick Leave

In order for an employee to be paid while on sick leave, he shall fill out and submit the Employer's form requesting sick leave and specifying the nature of the illness. All payment for any use of sick leave as provided for in this Article is subject to final review and approval by the Employer or his designee. When use of sick leave is approved by the Employer, it shall be deducted from the employee's sick leave credit on the basis of one (1) hour for every hour or part of an hour of absence.

Section 28.6 Written Statement May be Requested

The Employer may, when an absence is for more than three (3) consecutive days, or when the Employer suspects abuse or misuse of sick leave, require the employee to furnish a written statement from a licensed medical practitioner. Such statement shall include the nature of the illness or injury, the required treatment, and the prognosis.

Failure to present such statement may result in the loss of sick leave pay. Disciplinary action may be taken for any falsification of sick leave statements or documentation or for any dishonest action in obtaining sick leave pay. For purposes of this Agreement, abuses or misuse of sick leave shall be defined as repeated patterns of use in conjunction with scheduled days off including approved leave periods or any sick leave claim that is outside the scope of the reasons specified above in this article.

Section 28.7 Notification to the Employer

An employee who is unable to work shall notify his immediate supervisor or the OIC of the fact no less than two (2) hours before his scheduled work time unless extenuating circumstances exist, but in no event less than one (1) hour before his scheduled work time of the first day of absence and each day of absence thereafter, unless other arrangements are made.

Section 28.8 Disability Leave

If illness or disability continues past the time covered by accrued but unpaid sick leave, the employee, at his option, shall be granted use of other accrued leave time. If the illness or disability continues past the expiration of all sick leave and other leave time, the employee shall be granted a disability separation. The employee will have a one (1) year reinstatement right.

Section 28.9 Payout of Sick Leave

Upon retirement from the Office employees with ten (10) or more years of service with the Employer, or any political subdivision of the State of Ohio as provided for by applicable state law, or any combination thereof, shall be paid in cash for one-fourth (1/4) of the value of his accrued, but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall only be made once to any employee. The maximum payment which may be made under this Section shall three hundred sixty (360) straight time hours.

In the case of death of an active employee three hundred sixty (360) sick time hours or fifty percent (50%) of the accumulated, but unused sick leave will be converted to a lump sum payment and shall be payable to his/her beneficiary previously designated by the employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the executor of the estate.

In the case of a line-of-duty death of an active employee, one hundred percent (100%) of the accumulated, but unused sick leave will be converted to a lump sum payment and shall be payable to his/her beneficiary previously designated by the employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the executor of the estate.

Section 28.10 Family and Medical Leave (FMLA)

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

Section 28.11 Personal Leave

An employee shall earn one (1) personal day (shift) each calendar quarter that he/she uses no sick leave. This personal day must be used in the next quarter. Such personal day off must be requested two (2) days prior to the requested day off. Only one (1) employee shall be on personal leave per shift. The Employer shall honor such request, except in cases of a natural disaster that causes an emergency.

If such request cannot be approved, the employee shall request an alternate day off. If the Employer is unable to approve either the employee's original or alternate personal day off request the employee shall be permitted to carry the earned personal day into the next calendar quarter or request payment for those hours.

If, following the approval of such request the Employer requires the employee to report for duty, the employee shall be compensated one (1) day's pay as if he had not requested the personal day off and he shall be re-credited with his earned personal day.

ARTICLE 29
OCCUPATIONAL INJURY LEAVE

Section 29.1 On-duty Injury

In the event of an occupational injury incurred as a direct result of performing an assigned function within the scope of an employee's authority, and upon application by the employee, the Employer may grant the employee, beginning on the eighth (8th) day of absence or on the first (1st) day an employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave (OIL) with full pay for a period not to exceed twenty-six (26) calendar weeks. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each case if OIL is to be granted. Injuries sustained as a result of negligence, recklessness, self-infliction, or "horse-play" shall not be subject to the granting of an OIL.

Section 29.2 Medical Information/Examination

Upon request of the Employer or his designee, an employee applying for OIL hereunder, shall complete all necessary paperwork in order to authorize the release of all medical information possessed by the Employee's treating physician(s) and/or treatment facilitiy(ies) pertinent only to the occupational injury and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 29.3 Workers' Compensation

Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. If necessary, and when/if applicable, the Employer will assist the employee in filing the injury claim. The employee shall remit to the Employer all income benefits paid by OBWC for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave, compensatory time and/or vacation leave use for all time paid by the Employer for OIL.

Section 29.4 Employer's Obligation

It is understood and agreed that the Employer's financial obligation under this Article is only the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee by OBWC, and that OIL is not in lieu of OBWC benefits.

Section 29.5 Light Duty

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

ARTICLE 30
PAID AND UNPAID LEAVES

Section 30.1 Leave Without Pay

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

A. Disability Leave

A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his written request, and is:

1. Hospitalized or institutionalized;

2. In a period of convalescent following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since

such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

B. Employer-Required Disability Leave

The Employer may require an employee to be examined by a licensed physician. An employee found to be unable physically or mentally to perform the substantial duties of his position by such physician shall be placed on disability leave as described by paragraph A above. Whenever it is required under this Article to have a physician appointed to examine an employee, the party initiating the examination shall select the physician. If either the employee or Employer disagree with the physician's report, that party may appoint/select a physician to conduct a second examination. If the two (2) reports disagree, the Employer shall contact the two (2) physicians to request that they appoint a third physician to conduct a final examination. If requested, the report of the third physician shall determine whether the employee is to be placed on disability leave. In the first two (2) instances, the party selecting the physician shall be responsible for all costs related to the examination and report. If a third physician is appointed, the costs shall be evenly divided between the Employer and employee. The employee may not refuse to be examined by a physician appointed by the Employer.

C. Leave of Absence

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

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

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

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

4. An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an

employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.

D. Paternity Leave

Leave for male employees may be deducted from sick leave for care of the employee's wife and/or baby's mother and/or family following childbirth. Such sick leave shall be for a maximum period of five (5) consecutive days. Written requests for this purpose must be submitted to and approved by the Employer.

E. Maternity Leave

Leave for female employees for maternity purposes shall be in compliance with the following:

1. Any member of the bargaining unit who is unable to perform the substantial and material duties of her position because of the danger of her health or the health of her unborn child during any stage of her pregnancy may be granted a leave of absence without pay for maternity purposes. The employee will submit a physician's statement regarding the anticipated delivery date.

2. A maternity leave of absence shall end within a period not to exceed six (6) weeks following the date of childbirth or the termination of the pregnancy. If medical reasons, as substantiated by a physician necessitate additional recuperation in excess of six (6) weeks beyond the date of childbirth or the termination of the pregnancy, the employee may be granted an additional leave of absence as provided for elsewhere in this Agreement. Accumulated but unused sick and/or vacation leave if any, must be used by the employee prior to granting such additional leave of absence.

3. No later than thirty (30) days after the date of childbirth or the termination of the pregnancy, the employee shall notify the Employer in writing of her desire to return to duty and her physician's anticipated date of her return. Employees who desire to return to work from maternity sick leave and/or leave of absence for maternity purposes shall be placed in their original position, in accordance with their seniority, provided that such position has not been abolished.

4. The Employer may require any employee to submit the anticipated date upon which the employee's physician determines her ability to perform her assigned duties is expected or when the physician could anticipate the employee to return to work.

Section 30.2 Leaves With Pay

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

A. Court Leave

The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other judicial body as listed in this Article. All compensation for such duly must be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation time at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave

The Employer shall comply with applicable state and federal laws concerning military leave.

C. Bereavement Leave

The Employer shall grant a maximum of three (3) days for the death of a member of the employee's immediate family. This three (3) day period includes the date of the funeral. Upon request of the employee, the Employer shall extend the leave period for bereavement purposes with the employee utilizing other accrued leave time.

For purposes of bereavement leave, immediate family is defined as spouse, parents, children, siblings, step-parents, step children, step-siblings, mother and father-in-law, sister and brother-in-law, daughter and son-in-law, grandchildren, grandparents, step grandparents and grandparents-in-law, legal guardian and any other person who stands in loco parentis.

ARTICLE 31
PAYMENT AT TIME OF SEPARATION

Unless specified otherwise in this Agreement, upon separation from employment an employee shall be paid as follows:

Section 31.1 Wages

Upon separation from employment for any reason, all unpaid wages shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 31.2 Vacation Leave

Upon separation from employment for any reason, all accrued but unpaid vacation leave shall be paid to the employee at the rate of pay at which such vacation leave was earned.

Section 31.3 Death of an Employee

If the reason for separation is due to death of the employee, the payment of wages and accrued but unpaid benefits provided in this Agreement shall be paid in accordance with applicable state law.

ARTICLE 32
NO STRIKE/NO LOCKOUT

Section 32.1 Agreement of the Parties

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

A. No Strike

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

In the event of any violation of Section 32.1(A) of this Article, the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC) shall promptly undertake every reasonable means to prevent or stop such unauthorized acts, including but not limited to, the preparation and immediate delivery of a letter signed by a representative of the Union to the Employer stating "the strike action is not

sanctioned and all employees should return to work immediately". Performance of the obligations set forth in this Section shall release the FOP/OLC from any liability pursuant to the provisions of this Article.

B. No Lockout

During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 32.1 (A) of this Article.

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

Section 32.2 Discipline for Violation

In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 32.1 (A) of this Article are subject to discipline or discharge by the Employer.

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

Section 33.1 Declared Emergencies

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Champaign County Sheriff or the federal or state legislature, or for such things 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.

Section 33.2 Termination of Emergency

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

ARTICLE 34
SEVERABILITY

Section 34.1 Agreement Supersedes

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

Section 34.2 Invalidity of Provision

In the event that any Article or Section of this Agreement is held invalid, or enforcement or compliance with which has been restrained, as set forth above, the parties hereto shall enter into collective bargaining negotiations at the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. Such negotiations will take place at a mutually agreeable time and place, but in no case shall the meeting be set longer than thirty (30) days from the request to negotiate.

ARTICLE 35
DURATION

Section 35.1

This Agreement by and between the parties shall be effective January 1, 2013 and shall remain in full force and effect for a period to end December 31, 2015 or until a new agreement is reached by the parties or established by operation of law. The parties agree to re-open negotiations on Article 24 Wages and specifically the hourly wage rates (unless otherwise specified in Article 24) for 2015. Said re-opened negotiations shall commence on or about November 1, 2014 and shall be pursuant to ORC § 4117. The parties agree to waive Section 4117.14 (G) (11) as to retroactivity for the re-opener negotiations.

Section 35.2

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, but no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be pursuant to the rules of the State Employment Relations Board [OAC 4117-9-02]. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 35.3

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, practices, and policies, either oral or written, are hereby canceled. 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 10th day of ~~December, 2012~~. January, 2013.

For the Fraternal Order of Police, Ohio Labor Council, Inc.:

Andrea H. Johan, Staff Representative

Deputy A.J. Ervin, Committee Member

Deputy Mathew Larmee, Committee Member

Deputy Erich Hopkins, Committee Member

For the Champaign County Sheriff:

Matthew R. Melvin, Sheriff

Approved as to Form:

Champaign County Prosecuting Attorney

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s):	12-MED-09-0800 (Deputy Sheriffs)
and,		
CHAMPAIGN COUNTY SHERIFF, EMPLOYER.		

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Matthew Melvin
mmelvin@co.champaign.oh.us