



AGREEMENT BETWEEN
VILLAGE OF GRANVILLE
AND
AFSCME, OHIO COUNCIL 8, LOCAL 2963

EFFECTIVE:

From Date of Execution through December 31, 2014

SERB Case Nos.

11-MED-07-0996 Utility and Maintenance and 11-MED-07-0997 Police Dispatchers

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble and Recognition	1
2	Union Dues, Bulletin Boards, Representation	1
3	Management Rights and Work Rules	2
4	Union Membership, Gender.....	4
5	No Strike-Lockout	4
6	Conflict and Amendment, Emergency, Civil Service.....	5
7	Seniority	5
8	Labor Management Meetings	6
9	Grievance Procedure and Arbitration	7
10	Investigation, Discipline Procedures, Personnel Records.....	11
11	Probationary Period	14
12	Layoff and Recall.....	15
13	Hours of Work, Overtime, Compensatory Time	16
14	Holidays	17
15	Vacation	17
16	Sick Leave.....	18
17	Other Leaves	20
18	Leaves of Absence/Military Leave	21
19	Medical Examinations	21
20	Health Insurance	23
21	Wages.....	23
22	Subsequent Negotiations, Entire Agreement, Waiver, Duration	24
	Execution	25
	Appendix A, Wage Scale	26

ARTICLE 1 PREAMBLE AND RECOGNITION

Section 1.1 Purpose This Agreement is made by and between Village of Granville, (hereinafter "Employer" or "Village") and AFSCME, Ohio Council 8, Local 2963, Sub-local No. 3 and No. 4 (hereinafter "Union"), in relation to the terms and conditions of employment as set forth in this Agreement for employees in the two (2) bargaining units listed in this Article.

Section 1.2 Bargaining Units The two (2) separate bargaining units are as follows:

Inclusions: The Employer recognizes the Union as the sole and exclusive representative for:

- A. Full-time employees in the classifications of Utility Plant Operator, Utility Plant Operator I, Utility Plant Operator II, Mechanic, Tree Trimmer, Water Distribution Operator, Equipment Operator, Laborer, Utility Service Worker as certified in SERB Case No. 07-REP-11-0165.
- B. Full-time employees in the classification of Police Dispatcher as certified in SERB Case No. 07-REP-11-0166.

Exclusions: All management-level employees, confidential employees, and supervisors as defined in the Act, and all other employees not specifically included in the bargaining units.

Section 1.3 Contract Construction In those instances where the term "Union Representative" is used, the term shall include the local Chapter Chairperson or Ohio Council 8 representative or their designee. Where the term "Village Manager" is used, the term shall include designee of the Village Manager. Where the terms "Village" or "Employer" is used, it shall mean the Village of Granville and only those individuals who have authority to do so may act on behalf of the Village as determined by the Village.

ARTICLE 2 UNION DUES, BULLETIN BOARDS, REPRESENTATION

Section 2.1 Dues Deduction Pursuant to Section 4117.09(B) of the Revised Code, the Village agrees to deduct Union membership dues in the amount certified by AFSCME, Ohio Council 8 to the Village in the first pay period of each month, from the pay of any employee requesting the same. The Union shall submit to the Village Finance Director a written authorization for dues and fees deductions. A one-month advance notice must be given to the Village Manager prior to any change in dues deductions. All dues collected shall be submitted to the person designated in writing by the Union. The Village agrees to furnish to the Union designee, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Union members for whom deductions were made.

Section 2.2 Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and 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 pursuant to this Agreement. Once the funds are

remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Village and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

Section 2.3 Error in Deduction It is agreed that neither employee nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

Section 2.4 Bulletin Boards The Union shall be permitted to utilize bulletin board space in each reporting location where employees are assigned to post information regarding Union business to communicate with its members. No political postings regarding candidates or issues or any materials critical of the Village or its policies, elected officials, or employees may be posted on the bulletin boards.

Section 2.5 Union Representation Representatives of the Union shall be permitted to enter Village property for the purpose of ascertaining whether this Agreement is being observed and for attending meetings with the Village. Such visits shall not interfere with the normal operations of the Village, at Village facilities, or at job sites. Visits shall be subject to the general rules of the Village, and as otherwise applicable to safety at job sites, by non-employees. Union representatives shall contact the appropriate Village administrative staff, Village Manager, Assistant Village Manager, or Department Head. Requests for visits shall not be unreasonably withheld and shall continue only so long as to conduct the business necessary.

Section 2.6 Union Chapter Chairperson The Union shall select a Chapter Chairperson "Chapter Chair" for each bargaining unit for the purpose of processing grievances under the Grievance Procedure and as otherwise provided in this Agreement. Each Chapter Chair shall have an alternate who shall act as the Chapter Chair when the Chapter Chair is absent from work. The Union shall notify the Employer in writing, to the Village Manager, the names of the Chapter Chair and alternate Chapter Chair, and of any changes.

A Chapter Chair having an individual grievance in connection with his/her own work may request the Union Staff Representative to assist him in adjusting the grievance at the steps in the grievance procedure.

ARTICLE 3 MANAGEMENT RIGHTS AND WORK RULES

Section 3.1 Work Rules The Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Village. The rights of the Employer shall include, but shall not be limited to his/her rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the employees of the Village and its service to the citizens of the Village, except to the extent modified by the provisions of this Agreement.

Section 3.2 Distributing, Posting and Notice of Work Rules While all parties agree and understand that not all standards for conduct are or should be reduced to writing, the Employer agrees that existing written work rules or regulations regarding standards of conduct shall be available to all employees. The Employer agrees that new or revised written work rules or regulations shall be provided or accessible to employees two (2) weeks in advance of implementation, except in cases of emergency or when such rule changes require shorter notification, e.g. required by court rulings or statutory change. New employees will either be provided with a copy or be advised how to access the work rules and/or regulations. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule or regulation to the Village Manager or his/her designee, the Union may raise the issue within two (2) weeks after the employees and Union are notified of new or revised work rules or regulations. Work rules may be discussed in labor-management meetings. As part of a grievance regarding the implementation of a work rule, the Union may challenge the reasonableness of a work rule/regulation. All work rules and regulations will be reasonable and uniformly applied and enforced. It shall be the Union's responsibility to establish that the work rules or regulations are either unreasonable or not uniformly applied.

Section 3.3 Management Rights and Responsibilities In addition to its statutory responsibilities and rights the Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the Village, standards of services, budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff, and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required, and areas worked;
- G. Determine the overall mission of the Village as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Village as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;

- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Village goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 3.4 Reserved Rights 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 rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty, and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 4 UNION MEMBERSHIP, GENDER

Section 4.1 Joint Pledge The Village and the Union agree not to discriminate against any employee of the Bargaining Unit on the basis of his or her membership or non-membership in the Union.

Section 4.2 Gender All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 5 NO STRIKE-LOCKOUT

Section 5.1 No Strike The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, walkout, slowdown, sympathy strike, or other withholding of services or cessation of work. Further, no employee in the bargaining unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage, walkout, slowdown, sympathy strike, or other withholding of services or cessation of work. In the event of a violation of this Section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any Union representative or employee

representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action, up to and including discharge.

Section 5.2 No Lockout During the term of this Agreement the Employer shall not lockout any employee of the bargaining unit.

ARTICLE 6 CONFLICT AND AMENDMENT, EMERGENCY, CIVIL SERVICE

Section 6.1 Conformity to Law The parties intend this Agreement to supersede and replace any state and local laws on the subjects specifically addressed by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 6.2 Revision of Invalid Provisions The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to negotiate replacement language on the same matter within thirty (30) days.

Section 6.3 Amendments to Agreement Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and Village through Village Council.

Section 6.4 Waiver of In Case of Emergency In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Village of Granville Mayor, or the Federal or State Legislature, such as acts of God or civil disorder, this Agreement may be temporarily suspended by the Village. Upon the termination of the emergency any suspended articles or sections shall be restored to full effect.

Section 6.5 Application of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, Civil Service Laws contained in Revised Code Chapter 124, Sections 124.01 through 124.56, provisions of Revised Code Section 9.44 and any other matter or issue referenced in this Agreement shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review, and the Personnel Board of Review of the Village of Granville shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 7 SENIORITY

Section 7.1 Definition of Seniority As used herein, the term "seniority" shall be defined as the continuous uninterrupted length of service or employment as a full-time employee of the Village in a classification included in a bargaining unit. Seasonal and part-time employment or employment in classifications not included in the bargaining unit shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence, or any other excluded times set forth in this Agreement.

Section 7.2 Application of Seniority “Seniority” shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. Seniority, as defined in this Article, will apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be a coin toss between the employees, or a drawing of lots.

Section 7.3 Breaks in Service The following situations shall not constitute a break in continuous service, but employees shall not accrue seniority while in the status of any of the following:

- A. Absence while on approved and unpaid leave of absence;
- B. Military leave;
- C. A layoff of twelve (12) months duration or less; or
- D. Periods of disciplinary suspension.

The following conditions constitute a break in continuous service for which seniority is lost:

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than twelve (12) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of approved leave of absence;
- F. A resignation or job abandonment; or
- G. Absent without leave for more than three (3) working days.

A employee who has a “break in service” and returns to a position in the bargaining unit from another position in the Village, shall not receive a continuous service credit for the time spent during the “break in service”; however, the employee shall receive continuous service credit for prior service except for the period of time in which the “break in service” occurred.

Section 7.4 Seniority List The Employer shall annually prepare a list setting forth the present seniority dates for all employees in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted. If such disputes are not resolved through labor-management meetings, the Union may file a grievance. Such grievance must be filed within fourteen (14) calendar days after the seniority list is posted.

ARTICLE 8 LABOR MANAGEMENT MEETINGS

Section 8.1 Meetings In the interest of sound labor/management relations, up to three (3) representatives of the Employer shall meet with up to three (3) representatives of the Union to discuss pending issues and/or problems and to promote a more harmonious labor/management

relationship. These meetings may be held quarterly at mutually agreeable dates and times, but may be held more or less often by mutual agreement.

An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. The purpose of labor management meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Consider and discuss health and safety matters relating to employees; and
- E. Discuss any other items affecting the Labor/Management relationship.

It is the intention of the Union that these meetings be utilized only for the purpose of promoting harmonious relationships between the Union, its membership, and the Village and to provide input to the Village Manager on items of concern. It is not the intention of the parties that these meetings be used to bypass the normal chain of command, and employees are expected to attempt to work out issues with supervisors prior to raising them at such meetings.

Section 8.2 Matters Not Within Agreement, Management Rights Matters involving interpretation of this Agreement shall not be subject to labor-management committee. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 3 herein. Decisions of the labor-management committee shall not be subject to the grievance procedure unless such decisions violate a section of this Agreement.

ARTICLE 9 GRIEVANCE PROCEDURE AND ARBITRATION

Section 9.1 Grievance Policy The Village and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances. It is not intended that the grievance procedure be used to affect changes in this Agreement nor address matters not covered by this Agreement. All grievances must be submitted in writing within fourteen (14) calendar days following the events or circumstances giving rise to the grievance.

Section 9.2 Grievance Representatives The Union shall designate in writing one (1) grievance representative for each bargaining unit. An employee and his/her grievance representative shall not lose pay or benefits for attendance at scheduled grievance hearings, during their normally scheduled duty hours, under the grievance procedure with prior approval of the Village Manager or his/her designee. The Union shall notify the Village Manager, in writing, of the names of grievance representatives within thirty (30) days of their appointment and of any changes.

If a meeting or hearing is held pursuant to the grievance procedure, an employee acting as grievance representative shall not be compensated for the time spent at scheduled grievance meetings or hearings during his/her non-work hours. The grievant shall not receive

compensation if the scheduled grievance meeting or hearing is held during his/her non-work hours. However, the affected employee or grievance representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours. Meetings shall not occur during any overtime hours except by permission of the Village Manager.

Section 9.3 Grievance Defined, Content, Timeline For Filing A grievance is a claim that there has been misinterpretation, meaning, or violation of any of the express, written provisions of this Agreement or disciplinary actions listed in Section 9.4 of this Article.

All grievances must contain the following information:

- A. Aggrieved employee's name, or names of all grievants. Group grievances should be designated as such and indicate the employees of the group;
- B. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- C. Date and time grievance occurred;
- D. The location where the grievance occurred;
- E. A description of the circumstances or incidents giving rise to the grievance;
- F. Specific provisions of the Agreement violated; and
- G. Desired remedy to resolve the grievance.

Section 9.4 Disciplinary Action Defined For the purposes of this Agreement, disciplinary action which may be grieved is any reduction in pay and/or position or classification, demotion, removal, or suspension with or without pay, or loss of holidays or vacation, which discipline must be established by the Employer by a preponderance of the evidence. Appeals of discipline shall commence at Step 2 as set forth herein unless the parties waive all steps and proceed to arbitration. Notwithstanding any other provision of this Agreement, oral or written reprimands are not subject to the grievance procedure. Performance evaluations, counseling, or performance improvement plans are not considered as discipline and are not grievable.

Section 9.5 Grievance Procedure The following are the implementation steps and procedures for handling employees' grievances:

A. Step One - Department Head When a grievance arises, the employee shall reduce the grievance to writing and present it to the employee's Department Head within fourteen (14) calendar days of the incident giving rise to the grievance. An employee having a grievance will also first attempt to resolve it informally with his/her Department Head. Such attempt at resolution shall be made by the grievant prior to filing the grievance. The employee and his/her supervisor may meet to discuss the grievance.

Within seven (7) calendar days after meeting with the grievant, or fourteen (14) days after receiving the grievance if no meeting is held, the Department Head shall submit to the grievant his/her written response to the grievance after conferring with the Personnel Director. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step 2.

B. Step Two –Village Manager If the grievant is not satisfied with the answer in Step 1, within seven (7) calendar days of receipt of the Step 1 answer (or seven (7) calendar days after the response was due) he/she or she may appeal the grievance to Step 2 by delivering a copy of the grievance, containing written responses at the prior Steps and any other pertinent documents, to the Village Manager, or his/her designee. The Village Manager, or his/her designee, shall date the grievance, accurately showing the date his/her office received the grievance.

Within seven (7) calendar days of his/her receipt of the grievance, the Village Manager or his/her designee shall schedule and conduct a meeting to discuss the grievance with the employee. The grievant or Chapter Chair shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Village Manager or his/her designee, and/or the grievant may bring appropriate witnesses but such shall not affect or interrupt the Village operations.

In the meeting called for at this Step, the Village Manager or his/her designee shall hear from the grievant and/or Union representative a full explanation of the grievance and the material facts relating thereto. The grievant shall attend the meeting and respond to questions asked.

Within seven (7) calendar days of the meeting at this Step, the Village Manager or his/her designee shall submit to the grievant and the Chapter Chair his/her written response to the grievance.

Section 9.6 Representation at Grievance Meetings The employee may have his/her grievance representative present at any stage of the grievance process. Grievants have the right to submit a grievance without the intervention of the Union. A Union representative may attend the meeting. The Department Head or Village Manager may have other parties present at grievance meetings as they determine necessary.

Section 9.7 Arbitration If the grievant is not satisfied with the answer in Step 2, within fourteen (14) calendar days after receipt of the Step 2 response, (or fourteen (14) calendar days after the Step 2 response is due) the Union may appeal the grievance to arbitration by serving the Village Manager a written notice of intent to arbitrate.

Within thirty (30) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Services ("FMCS"), the State Employment Relations Board ("SERB"), or the Arbitration Mediation Services to hear the arbitration. The parties may mutually agree upon an arbitrator without requesting a list from any of the arbitration services. Alternatively, the parties may mutually select an arbitrator.

Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the

privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The arbitration service shall be informed of the individual selected and requested that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Services or the American Arbitration Association, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the Village as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the fourteen (14) calendar day period for filing grievances. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective or equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision and be issued within thirty (30) calendar days of closing of the record.

Section 9.8 Grievance Forms Grievances shall be submitted on grievance forms supplied by the Union which forms shall be made available to all grievance representatives and employees. The form shall provide for statement of the grievance and its relevant facts, the particular provisions of this Agreement that are alleged to have been misinterpreted, misapplied or violated, the remedy sought and all information required by Section 9.3 above.

Section 9.9 Calendar Day, Time/Person for Filing For the purpose of counting time "days" shall mean "calendar days" as used in this Agreement, unless specified otherwise.

If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his or her grievance or grievance appeal on the next day on which the office is open. In the event an employee's Department Head is not available for filing a grievance, the grievant may submit the Step 1 grievance to the Office of the Village Manager.

Section 9.10 Timely Processing of Grievances Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed by written notice of the grievant and Chapter Chair to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual agreement in writing.

Section 9.11 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies and appeals which were previously available to the Personnel Appeals Board of the Village.

ARTICLE 10 INVESTIGATION, DISCIPLINE PROCEDURES, PERSONNEL RECORDS

Section 10.1 Criminal Investigations A bargaining unit employee who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of his/her constitutional rights in accordance with the law, which may include a "Garrity" warning in the event an employee is also subject to an internal investigation.

Any employee under indictment, arrested for a crime, or otherwise charged with the violation of any criminal statute who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of such charges. An employee may use accrued vacation time during the unpaid leave of absence. An employee who is found guilty by any court of competent jurisdiction or who enters into a plea agreement as a consequence of any criminal charges (or lesser agreed charges) may be disciplined up to and including discharge, to be determined by the Employer, however the Employer need not wait for the outcome of criminal charges to discipline an employee.

Section 10.2 Internal Investigations Bargaining unit employees required to respond to questions during internal investigations shall, when applicable, be informed of their constitutional rights and responsibilities. Before a bargaining unit employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he/she shall be advised that such conduct, if continued, may be the basis for such a charge. All employees shall be obligated to cooperate in any investigation conducted. Employees, who are the subject of an investigation, shall, upon their request, be entitled to have a Union representative present when questioned during internal investigations.

Nothing herein shall be construed as restricting employees of the bargaining unit from reporting violations of work rules, Departmental rules or regulations, or policy committed by other employees of the bargaining unit. All employees of the bargaining unit shall be responsible for reporting violations of work rules or Department rules and regulations, statutes, and appropriate standards of conduct.

Section 10.3 Corrective Action The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the color of the Employer, or on or off duty in instances where the employee's conduct violates the work rules or regulations of the Employer or engages in conduct unbecoming an employee of the Village. Disciplinary charges against an employee will be brought within a reasonable period of time of the infraction and/or knowledge by the Employer of the infraction and considering the nature of the infraction/incident, whether criminal charges are filed, and other factors related to the incident. Counseling shall not be construed as disciplinary action. Forms of disciplinary action include:

- A. Documented oral reprimand;
- B. Written reprimand ;
- C. Suspension with or without pay or loss of holidays or vacation;
- D. Reduction in pay and/or position or classification (with loss of pay due to change in position or classification);
- E. Demotion; and
- F. Discharge/Removal.

Appeals of discipline may only be pursued through the Grievance Procedure, Article 9, following the provisions of Section 9.4.

Section 10.4 Progressive Action The principles of progressive disciplinary action will normally be followed with respect to minor offenses. The progression, where appropriate, may include written reprimands and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the employee according to the severity of the incident, up to and including termination/discharge. Counseling is not considered discipline.

Section 10.5 Predisciplinary Meetings Upon completion of an investigation and prior to a predisciplinary meeting with the Employer's representative, an employee will receive a written statement of charges. At the predisciplinary meeting, the charged bargaining unit employee or his/her representative will be allowed to present his/her response.

Predisciplinary meetings will be conducted by the Employer's representative. The employee may choose to:

- A. Appear at the meeting to present oral or written statements in his/her response;

- B. Or appear at the meeting and have the Chapter Chair present oral or written statements of the employee; or
- C. Elect in writing to waive the opportunity to have a predisciplinary meeting.

Failure to elect and pursue one of these three options will be deemed a waiver of the employee's rights to predisciplinary meetings.

At the predisciplinary meeting, the Employer's representative will ask the employee or his/her representative to respond to the allegations of misconduct which were outlined to the employee. At the meeting, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses, if any, to the Employer as far in advance as possible, but no later than forty-eight (48) hours prior to the predisciplinary hearing. It is the employee's responsibility to notify his/her witnesses that he/she desires their attendance at the meeting.

A written report will be prepared by the Employer representative whose responsibility is solely to determine if the charges are substantiated. A copy of the representative's report will be provided to the employee and the Chapter Chair within five (5) days following its submission to the Village Manager. The Employer will decide what discipline, if any, is appropriate.

Section 10.6 Discipline Records In any case in which an oral reprimand, written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the employee. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action. All removal of records shall be in accordance with Ohio law.

Prior discipline may be utilized to establish that an employee had knowledge of the standard of conduct expected. Record of prior discipline shall be maintained as follows:

- A. 1 year for documented oral reprimand;
- B. 2 years for written reprimands; and
- C. 3 years for suspensions or reductions.

Section 10.7 Personnel File Every employee shall be allowed to review his/her personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his/her designated representatives. The Village shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and Ohio Revised Code Section 149.43.

If, upon examining his/her personnel file, any employee has reason to believe that there are inaccuracies in documents contained therein, he/she may write a memorandum to the Employer explaining the alleged inaccuracy.

If the Employer concurs with the employee's contentions, he/she shall remove the faulty document from the personnel file or otherwise append to such document any statements or materials which would serve to correct or modify such document. If the Employer does not

concur with the contentions of the employee, the Employer will attach the employee's written memorandum to the document in the employee's personnel file.

Section 10.8 Seniority Any suspension imposed shall be deducted from the employee's seniority date.

Section 10.9 Conduct of Investigation Any investigations, interviews, or other disciplinary procedures shall be conducted in a professional and private manner by all parties.

Section 10.10 Union Representation The employee shall have, at his/her request, the presence of a Union representative, including stewards or officers of the local Union, any time during a disciplinary action, disciplinary investigation, or disciplinary interview of an employee. If the Chapter Chair is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. The request may not unreasonably delay an investigation. The Union representative may advise the employee of his/her contractual and statutory rights during the investigation process but may not interfere with the disciplinary and investigatory process.

ARTICLE 11 PROBATIONARY PERIOD

Section 11.1 Requirement to Serve Probationary Period Every newly hired full-time employee or employee appointed to a position in a bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time employee regardless of prior service with the Village and regardless of time spent as a part-time or seasonal employee in any position in the Village.

Section 11.2 Length of Probationary Period The probationary period shall begin on the first day as a full-time employee for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury for more than ten (10) work days or has a leave of absence during his/her probation period shall have his/her probation period extended by the length of the illness or injury. A probationary employee will be notified in writing of the employee's status at the completion of the employee's probationary period.

Section 11.3 Appeals by Probationary Period Employees Probationary period employees may be terminated any time during his/her probationary period and shall have no right to appeal of the termination or other disciplinary action under the grievance procedure of this Agreement or to any other forum.

Section 11.4 Appointment to Positions Outside the Bargaining Units Any employee appointed or selected to a position outside the bargaining units may, at the discretion of the Employer, be returned to a position in the bargaining units. Such time out of the bargaining unit shall not be credited toward the employee's seniority as defined in Article 7.

ARTICLE 12 LAYOFF AND RECALL

Section 12.1 Layoff Notification Any provisions of the Ohio Revised Code regarding layoffs shall not apply for reasons for layoff by the Employer. The Employer may lay off employees for lack of funds or work or abolishment of positions, reorganization, efficient operation or other justified business reasons. The Employer shall notify the Union and affected employees no less than fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 12.2 Layoff The Employer shall determine in which classifications in the Village layoffs will occur. Layoffs of bargaining unit employees will be by classification. Full-time Village employees not in classifications in the bargaining unit may displace into bargaining unit classifications previously held based on seniority as a full-time employee in a bargaining unit classification previously held within their bargaining unit. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Bargaining unit members may displace part-time, casual, or seasonal employees (within their classification) employed at the time of the layoff.

Section 12.3 Recall Notification The Employer shall maintain a layoff list for twelve (12) months. The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Village Manager informed in writing of his/her current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Laid off employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an employee's recall rights shall continue until said employee is contacted, until fourteen (14) days have lapsed from the contact, or the employee has been contacted and the employee does not respond.

Section 12.4 Time Limits for Recall The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification, by personal service, or by confirmed email service, in which to exercise his/her rights to recall. After the expiration of his/her time the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given his/her right to recall.

The employee who has been properly notified by the Village must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Village Manager. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Section 12.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to complete any such probationary period.

Section 12.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two of the grievance procedure. Grievances regarding layoffs must be filed within seven (7) days of the notice of layoff.

ARTICLE 13 HOURS OF WORK, OVERTIME, COMPENSATORY TIME

Section 13.1 Workday/Workweek The regular workday and workweek for employees will be determined by the Employer. Unless modified or otherwise established by the Employer, the workweek for employees shall be forty (40) hours consisting of five (5) eight (8) hour days or at the discretion of the Employer, four (4) consecutive ten (10) hour days.

Section 13.2 Pay Period For purposes of wage and hour administration, a regular pay period shall consist of fourteen (14) consecutive calendar days unless the Village modifies the period.

Section 13.3 Call-In Pay An employee directed to work any portion of a shift or appearance in court that is not contiguous with his/her regularly scheduled shift shall be compensated for a minimum of two (2) hours of pay at the appropriate rate whether straight time or overtime.

Section 13.4 Overtime All hours in paid status in excess of forty (40) hours in a seven (7) calendar day period, or in excess of the regular scheduled workday, shall be compensated at the overtime rate of one and one-half (1½) times the regular rate of compensation.

Section 13.5 Compensatory Time An employee who is entitled to overtime payment as authorized in this Agreement may request, at such time as the overtime is earned, to take equivalent compensatory time off, in lieu of cash payment, at a later time. The grant and use of compensatory time off must be scheduled through and is subject to approval by the Department Head or his/her designee. The Employer may schedule an employee's compensatory time. Employees in the Police Department may accumulate a maximum of forty (40) hours of compensatory time in a calendar year and any compensatory time carried over from a previous calendar year shall apply to the forty (40) hour annual accumulation maximum. All other employees may accumulate up to twenty-four (24) hours of compensatory time. Department heads may, at their discretion, may grant requests for compensatory time off, with shorter notice than seven (7) days. The Employer may convert accumulated, unused compensatory time.

Section 13.6 Compensatory Time Off An employee may take compensatory time off at the employee's request and the approval of a supervisor. Compensatory time off shall be taken in minimum of one hour increments. Requests for an entire shift, or more than one shift, for compensatory time shall normally be at least seven (7) days in advance.

Section 13.7 Suspension of Compensatory Time Utilization At the discretion of the Village Manager and due to the operational needs of the Village, the practice of utilizing compensatory

time may be halted during an emergency. Emergency is defined as any man-made or natural disaster or any shortage in manpower.

ARTICLE 14 HOLIDAYS

Section 14.1 Holidays The following days are declared to be holidays which will be observed by the members:

1. First day of January
2. Third Monday in January
3. Third Monday in February
4. Last Monday in May
5. Fourth day of July
6. First Monday in September
7. Second Monday in October
8. Eleventh day of November
9. Fourth Thursday in November
10. Twenty-fifth day of December

For employees of the Service Department the second Monday in October will not be observed as a holiday; instead employees of the Service Department shall observe the Fourth Friday of November as a holiday.

Section 14.2 Holiday Pay All members shall receive holiday pay for each of the listed holidays. The rate of pay for each holiday will be equivalent to a normal shift at straight time pay to a maximum of eight (8) hours of pay.

Employees in the Police Division may request not to work on a day which a holiday is observed in the Police Division, as referenced above, and work another day following the holiday in its place; denials are not grievable.

Section 14.3 Holiday Work For each holiday observed on an employee's workday, or the employee is required to work on a holiday, said employee shall work that holiday and receive straight time one and one-half (1½) pay for all hours worked on that holiday in addition to eight (8) hours of holiday pay. If a employee is not scheduled to work an observed holiday but is directed to do so, the employee shall receive compensation as set forth herein. Any employee required to work more than a normal shift on the above listed holidays shall receive one and one-half times their normal rate of pay for overtime hours on the holiday, but that rate shall not be pyramided with holiday pay.

ARTICLE 15 VACATION

Section 15.1 Vacation Accrual Each employee, after one full year of completed service with the Village, and thereafter, shall be entitled to vacation leave with pay at straight time rate, and such vacation leave shall accrue to the employee each pay period worked according to the following schedule:

- A. After 1 year's employment – 2 weeks paid vacation (80 hours)
- B. After 7 years' employment – 3 week paid vacation (120 hours)
- C. After 12 years' employment – 4 weeks paid vacation (160 hours)

Recognized holidays which fall during a vacation shall not count as vacation days. A maximum of five (5) days vacation may be carried over from one calendar year to the next only with written permission of the Village Manager.

Section 15.2 Scheduling and Approval All vacation leave must be scheduled through and authorized by the Department Head (or designee). Members may take their vacation leave in increments of four (4) hours, or any amount equal to one-half (½) workday if an alternate to "eight" ("8") minimum hour shifts is established.

Vacation requests shall be made in writing at least two (2) weeks before the start of such proposed vacation to the Department Head (or designee). Department heads may, at their discretion, grant vacation leave requests with notice shorter than two (2) weeks. Vacations shall be scheduled subject to the staffing requirements of the Village but shall not be unreasonably denied.

After having taken at least two weeks' vacation in a calendar year, employees may receive monetary payment in lieu of vacation days off for up to two (2) weeks pay.

Section 15.3 Vacation Pay Upon Separation An employee who concludes employment with the Village in good standing shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of retirement. Employees terminated for cause or who fail to give two (2) weeks written notice of intent to terminate shall forfeit all accrued vacation. Should an employee die while in paid status, any accrued but unused vacation leave shall be paid in lump sum to the employee's surviving spouse or otherwise to the estate of the deceased.

ARTICLE 16 SICK LEAVE

Section 16.1 Sick Leave Accrual All employees shall accrue sick leave at the rate of ten (10) hours per month prorated if the employee is in a non-pay status. No sick leave shall accrue during any period of unpaid leave or during any period of disciplinary suspension. An employee with the Village may accumulate accrued sick leave without limit. Employees may only use sick leave accumulated with the Village.

Section 16.2 Use of Sick Leave, Immediate Family An employee may use sick leave, upon approval of the Village Manager, for absence due to personal illness, pregnancy, injury, exposure to contagious disease for which could be communicated to other employees; and for illness, injury in the employee's immediate family where the employee's presence is reasonably necessary (this determination to be within the authority of the Village Manager) and for necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time.

Immediate family is defined for sick leave purposes as: spouse, child or step-child living in the employee's home, and the employee's mother, father, sibling, grandparents, grandchild, legal guardian or other person who stands in place of a parent (loco parentis) residing in the employee's household.

Section 16.3 Minimum Charge to Sick Leave Absence for a fraction of a day that is chargeable to sick leave in accordance with this provision shall be charged in increments of not less than two (2) hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual hours absent.

Section 16.4 Sick Leave Verification At least one (1) hour before starting his/her shift for each day of absence, or as determined by the Department Head, an employee on sick leave shall inform the on-duty supervisor of the fact, except in the case of provable inability to make a telephone call. Upon reporting, employees shall give the phone number and address of the place of convalescence. Except in cases of suspected misuse or abuse, an employee will not be routinely required to furnish upon returning to duty a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, for absences of two (2) consecutive days or less. The employee may be required to furnish such a certificate following an absence in excess of two (2) consecutive working days. Employees shall be required in all cases to furnish a written, signed statement upon appropriate Village form to justify the use of sick leave.

Section 16.5 Misuse or Abuse of Sick Leave In the event that an employee is suspected of misusing or abusing sick leave, the Village may require the employee to justify his/her use of sick leave by obtaining a physician's certificate, at Village expense, from a physician designated by the Village. In addition, or in the alternative, the Village may require the employee to obtain a certificate from his/her own doctor at the employee's own expense, or other verification of illness or injury acceptable to the Village Manager, for any or all future absences for which sick leave is claimed within a period of six (6) consecutive months.

- A. Grounds for suspicion of misuse or abuse shall include, but not limited to, information received by the Village that the employee is, or was, during any time for which sick leave is claimed:
 - 1. Engaging in other employment;
 - 2. Engaging in strenuous physical exercise of recreation, including work around the home, other than as ordered or recommended by a doctor;
 - 3. Present in a tavern or other place inconsistent with a claim of illness or injury;
 - 4. Absent from home or place of confinement or convalescence when called or visited by representatives of the Village, except in cases where the employee can produce verification (such as hospital or medical clinical admissions or treatment slip or a receipt for the purchase of medicines from a pharmacy or a reasonable explanation) that his/her absence was for reasons directly related to the treatment of his/her illness or injury; or
 - 5. Other conduct inconsistent with the use of sick leave.

- B. Any employee who is suspected of misusing or abusing sick leave shall be confronted with such suspicion by his/her supervisor and given an opportunity to explain his/her use of sick leave prior to being required to produce a physician's certification for future absences as set forth above.

C. While on paid sick leave employees are not authorized to work at other jobs without the written permission of the Village Manager.

Section 16.6 Sick Leave Credit on Return Service An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his/her layoff or leave.

Section 16.7 Annual Sick Leave Conversion Employees may convert one (1) sick day to one (1) personal day one time per calendar year at the request of the employee to be scheduled with the employee's Department Head.

Section 16.8 Conversion of Sick Leave at Retirement Upon retirement or separation, in good standing, after five (5) years of full-time employment, full-time employees may convert unused accrued sick leave to a lump sum monetary payment under the following conditions:

- 1) Payment will be on the basis of one day's pay for each three (3) days of accrued sick leave.
- 2) Payment will be at the hourly rate in effect at the time of retirement or separation in good standing.
- 3) Only that sick leave which is accrued while employed by the Village of Granville shall be used in determining the amount of accrued sick leave eligible for conversion.
- 4) Employees terminated for cause or who fail to give two weeks written notice of intent to terminate employment, or who do not separate in good standing are not eligible for sick leave conversion benefit.
- 5) Provided the condition in paragraphs (1) – (4) are met, the maximum conversion of accrued but unused sick leave upon retirement or separation in good standing shall be one-third (1/3) of accrued, unused sick leave to a maximum of three hundred and twenty (320) hours or one-third (1/3) of nine hundred and sixty (960) hours maximum.

ARTICLE 17 OTHER LEAVES

Section 17.1 Bereavement Leave In the event of the death of an employee's mother, father, sister, brother, aunt, uncle, current spouse, child, current mother-in-law, current father-in-law, current step children, current daughter-in-law, current son-in-law, current stepmother or stepfather, grandchildren, or legal guardian or person who serves in loco parentis, the employee shall be granted up to three (3) working days with pay to attend the funeral.

In the event of the death of an employee's grandparents, current brother-in-law, current sister-in-law, or any other relative of the employee residing in the employee's home, the employee shall be excused for one (1) day with pay. The Village may request proof of death and of the relationship in question.

If additional time is necessary for bereavement purposes, the employee may use up to one (1) day of sick leave for a death occurring in the State, and up to three (3) days of sick leave for a death occurring out of state. Sick leave usage is appropriate for death of individuals listed in this

Section. For the death of an immediate family employee the Department Head, with the approval of the Village Manager, may extend the amount of time an employee may be off to be deducted from the employee's sick leave bank.

Section 17.2 Jury Duty Leave An employee, while serving upon a jury in any court of record, will be paid his/her regular salary for each of his/her workdays during the period of time so served. Upon receipt of payment for jury service, the employee shall submit jury duty fees to the Department Head who will then deposit such funds with the Village.

Section 17.3 Injury Leave A member who is injured on duty shall, in the sole discretion of the Village Manager or his/her designee, be eligible for injury leave for a period of up to thirty (30) calendar days from the date of injury. This time shall not come from the employee's sick leave bank. The Village Manager or his/her designee may extend this injury leave up to forty (40) calendar days from the date of injury.

ARTICLE 18 LEAVES OF ABSENCE/MILITARY LEAVE

Section 18.1 Leave of Absence The Employer, in its sole discretion, may grant a leave of absence without pay to any employee for a maximum duration of ninety (90) days for any personal reasons of the employee. Paid leaves (sick, vacation) will not accrue during any unpaid leaves of absence.

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. Denial of leaves shall not be appealable to the grievance procedure. 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 Village functions may proceed properly. If an employee fails to return to work at the expiration of a leave of absence the employee will be considered absent without leave and will be deemed to have voluntarily abandoned his/her job. No notice from the Employer will be necessary.

If a leave of absence is granted for a specific purpose and it is discovered that the leave is not being used for such purpose, the Employer may cancel the leave and direct the employee to report to work. Failure to immediately return to work will be considered absence without leave and the employee will be deemed to have voluntarily abandoned his/her job. No notice from the Employer will be necessary.

Section 18.2 Military Leave Military leave shall be provided to employees in a manner consistent with federal and state laws governing military leave usage.

ARTICLE 19 MEDICAL EXAMINATIONS

Section 19.1 Examinations - General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Village Manager or his/her designee. Examinations may also be either periodic or as the Employer may require.

If found not able to perform the material and substantial duties of their position, the employee may request available sick leave or vacation or medical leave without pay up to six (6) months with the right to return within a specified time or the employee may be disability separated. To be able to return to work the employee shall, or the Employer may require, provide proof (including medical) that he/she is able to return to work and fully perform the material and substantial duties of his/her classification.

Section 19.2 Health and Safety Examinations are intended to guard the health and safety of employees and will be ordered only when necessary, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of his/her position.

Section 19.3 Inability To Perform If an employee, after a medical examination, is found to be unable to perform the material and substantial duties of his/her position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible).

If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

Section 19.4 Disability Separation, Return Following the procedures of this Article if it is determined that the employee is unable to perform the material and substantial duties of their classification, the employee may be disability separated. The employee may request return to service up to one (1) year following disability separation provided the employee submits a physician's report that he/she is able to perform the material and substantial duties of their classification. The Village may require the employee to submit to an independent examination to determine his/her ability to perform the material and substantial duties of the classification which determination shall be final.

Section 19.5 Cost of Examinations Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his/her position. If the employee disagrees with said determination he/she may be examined by a physician of his/her choice at his/her expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be shared equally by the employee and the Employer.

Section 19.6 Requirements Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

ARTICLE 20 HEALTH INSURANCE

Section 20.1 Medical Insurance The Employer shall offer group medical insurance coverage for each employee in the bargaining units. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the Village, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan and may be subject to premium contributions established in the Plan.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the Village, Union, or employees, cease coverage.

It is further agreed and understood that the Employer may modify the terms of the insurance coverage including co-pays and deductibles, and may reduce coverage levels if such reductions are made to maintain or reduce costs.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

Furthermore, modifications to co-payments and/or deductibles under the Village shall not be deemed a modification of coverage.

Section 20.2 Eligibility Employees shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan. Employees who have a spouse employed by the Village, whether with the Employer or another office in the Village, who is eligible for and/or who has coverage under the Village plan shall be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the Village plan. The coverage will be designated for one employee of the Village under the Village health plan.

ARTICLE 21 WAGES

Section 21.1 Wage Scales The wage rates for employees are set forth in the Appendix to this Agreement.

Section 21.2 Advance Step Hiring The Employer may place a new employee at an advanced step in the pay range subject to the employee's prior experience.

Section 21.3 Shift Differential Employees assigned to a shift where the majority of hours of the shift, five (5) or more, are between the hours of 3:00 p.m. and 11:00 p.m. shall receive a shift differential of \$.25 per hour. Employees assigned to a shift where the majority of hours of the shift, five (5) or more, are between the hours of 11:00 p.m. and 7:00 a.m. shall receive a shift differential of \$.50 per hour. Shift differential shall be added to the employee's base rate of pay for hours actually worked.

**ARTICLE 22 SUBSEQUENT NEGOTIATIONS, ENTIRE AGREEMENT,
 WAIVER, DURATION**

Section 22.1 Subsequent Negotiations If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

The parties agree that the negotiations for a successor agreement will be conducted in accordance with the dispute settlement procedure set forth in the Ohio Revised Code Chapter 4117.

Section 22.2 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities 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 concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Section 22.3 Waiver Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 22.4 Duration The provisions of this Agreement unless otherwise provided for herein, shall become effective on date of execution and shall remain in full force and effect until 11:59 p.m., on December 31, 2014.

EXECUTION

In witness whereof, the parties have executed this Agreement as of the _____ day of _____, 2012, in Granville, Ohio.

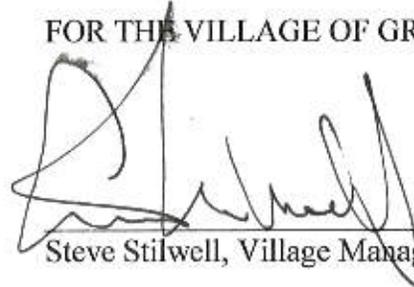
EXECUTION:

FOR AFSCME, OHIO COUNCIL,
LOCAL 2963, Sublocal 3 and 4

FOR THE VILLAGE OF GRANVILLE:



LeRoy Herd, Staff Representative



Steve Stilwell, Village Manager



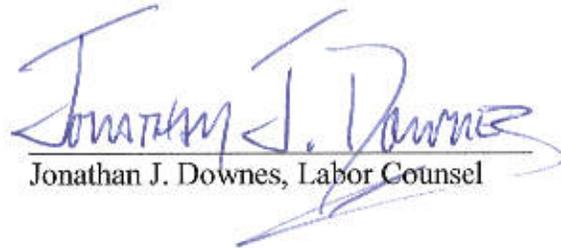
Deanna McMannis, Dispatcher



Carie Kraner, Finance Director



Jeff Bollenbacher, Service Department



Jonathan J. Downes, Labor Counsel

Appendix A - Wage Scale Wage Scale - Granville Service and Utility Employees and Police Dispatchers

First Year: Effective 01/01/12; Increase Each Step by 2%

Grade	Classification	Step	A	B	C	D	E	F	G	H	I	J
		Years	0	1	2	3	4	5	6	8	10	12
G	Utility Plant Operator II	Hourly	\$15.41	\$16.19	\$16.99	\$17.84	\$18.73	\$19.67	\$20.64	\$21.68	\$22.76	\$24.00
		Annual	\$32,063	\$33,661	\$35,340	\$37,103	\$38,953	\$40,896	\$42,935	\$45,076	\$47,324	\$49,923
F	Mechanic, Tree Trimmer, Water Distribution Operator, Utility Plant Operator I	Hourly	\$14.21	\$14.87	\$15.57	\$16.28	\$17.03	\$17.83	\$18.66	\$19.52	\$20.43	\$21.48
		Annual	\$29,559	\$30,930	\$32,366	\$33,868	\$35,440	\$37,085	\$38,806	\$40,607	\$42,491	\$44,681
E	Equipment Operator, Utility Plant Operator	Hourly	\$13.52	\$14.13	\$14.77	\$15.43	\$16.14	\$16.86	\$17.63	\$18.42	\$19.25	\$20.22
		Annual	\$28,121	\$29,391	\$30,718	\$32,105	\$33,555	\$35,070	\$36,653	\$38,308	\$40,037	\$42,048
D	Dispatcher	Hourly	\$12.13	\$12.68	\$13.26	\$13.87	\$14.50	\$15.17	\$15.86	\$16.59	\$17.34	\$18.22
		Annual	\$25,224	\$26,377	\$27,583	\$28,845	\$30,163	\$31,542	\$32,986	\$34,493	\$36,071	\$37,902
C	Utility Service Worker, Laborer	Hourly	\$10.87	\$11.38	\$11.91	\$12.46	\$13.04	\$13.64	\$14.27	\$14.93	\$15.63	\$16.43
		Annual	\$22,627	\$23,675	\$24,772	\$25,919	\$27,120	\$28,375	\$29,690	\$31,065	\$32,504	\$34,175

Second Year: Effective 01/01/13; Increase Each Step by 1.5%

Grade	Classification	Step	A	B	C	D	E	F	G	H	I	J
		Years	0	1	2	3	4	5	6	8	10	12
G	Utility Plant Operator II	Hourly	\$15.65	\$16.43	\$17.25	\$18.11	\$19.01	\$19.96	\$20.95	\$22.00	\$23.09	\$24.36
		Annual	\$32,544	\$34,166	\$35,870	\$37,660	\$39,537	\$41,509	\$43,579	\$45,752	\$48,034	\$50,672
F	Mechanic, Tree Trimmer, Water Distribution Operator, Utility Plant Operator I	Hourly	\$14.42	\$15.09	\$15.79	\$16.53	\$17.29	\$18.10	\$18.94	\$19.82	\$20.73	\$21.80
		Annual	\$30,002	\$31,394	\$32,851	\$34,376	\$35,972	\$37,641	\$39,388	\$41,216	\$43,128	\$45,351
E	Equipment Operator, Utility Plant Operator	Hourly	\$13.72	\$14.34	\$14.99	\$15.67	\$16.37	\$17.11	\$17.89	\$18.69	\$19.54	\$20.52
		Annual	\$28,543	\$29,832	\$31,179	\$32,587	\$34,058	\$35,596	\$37,203	\$38,883	\$40,638	\$42,679
D	Dispatcher	Hourly	\$12.31	\$12.87	\$13.46	\$14.08	\$14.72	\$15.39	\$16.10	\$16.83	\$17.60	\$18.50
		Annual	\$25,602	\$26,773	\$27,997	\$29,278	\$30,615	\$32,015	\$33,481	\$35,010	\$36,612	\$38,471
C	Utility Service Worker, Laborer	Hourly	\$11.04	\$11.55	\$12.09	\$12.65	\$13.23	\$13.85	\$14.49	\$15.16	\$15.86	\$16.68
		Annual	\$22,966	\$24,030	\$25,144	\$26,308	\$27,527	\$28,801	\$30,135	\$31,531	\$32,992	\$34,688

Third Year: Effective 01/01/14; Increase Each Step by 1.5%

Grade	Classification	Step	A	B	C	D	E	F	G	H	I	J
		Years	0	1	2	3	4	5	6	8	10	12
G	Utility Plant Operator II	Hourly	\$15.88	\$16.67	\$17.50	\$18.38	\$19.29	\$20.26	\$21.27	\$22.33	\$23.44	\$24.73
		Annual	\$33,032	\$34,678	\$36,408	\$38,224	\$40,130	\$42,132	\$44,233	\$46,438	\$48,754	\$51,432
F	Mechanic, Tree Trimmer, Water Distribution Operator, Utility Plant Operator I	Hourly	\$14.64	\$15.32	\$16.03	\$16.77	\$17.55	\$18.37	\$19.22	\$20.11	\$21.05	\$22.13
		Annual	\$30,452	\$31,865	\$33,344	\$34,892	\$36,511	\$38,206	\$39,979	\$41,834	\$43,775	\$46,031
E	Equipment Operator, Utility Plant Operator	Hourly	\$13.93	\$14.56	\$15.21	\$15.90	\$16.62	\$17.37	\$18.15	\$18.97	\$19.83	\$20.83
		Annual	\$28,971	\$30,279	\$31,646	\$33,075	\$34,569	\$36,130	\$37,761	\$39,466	\$41,247	\$43,319
D	Dispatcher	Hourly	\$12.49	\$13.06	\$13.66	\$14.29	\$14.94	\$15.62	\$16.34	\$17.08	\$17.87	\$18.77
		Annual	\$25,986	\$27,174	\$28,417	\$29,717	\$31,075	\$32,495	\$33,983	\$35,536	\$37,161	\$39,048
C	Utility Service Worker, Laborer	Hourly	\$11.21	\$11.73	\$12.27	\$12.84	\$13.43	\$14.05	\$14.71	\$15.39	\$16.10	\$16.93
		Annual	\$23,311	\$24,391	\$25,521	\$26,702	\$27,940	\$29,233	\$30,587	\$32,004	\$33,486	\$35,208

- a. Step placement for employees is based upon length of service (years) within the respective classifications as of January 1 each year.
- b. The Annual equivalent is based on two thousand and eighty (2080) hours.
- c. Management reserves the right to hire a new employee at an advanced step based upon the qualifications and experience of the new employee.
- d. When promoted, an employee will be placed on the step that results in an increase of at least 2.5%