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AGREEMENT

BETWEEN THE

VILLAGE OF GRAFTON

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

LOCAL UNION 1377

EFFECTIVE

SEPTEMBER 1, 2015
THROUGH
MARCH 31, 2018

SERB CASE NO. 2014-MED-10-1370

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PREAMBLE/PURPOSE

Section 1. This Agreement, entered into by the Village of Grafton hereinafter referred to as the "Employer" or "Village," and the International Brotherhood of Electrical Workers, Local Union 1377, hereinafter referred to as the "Union," or the "IBEW."

Section 2. It is the intent of the parties hereto to set forth in entirety, 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 RECOGNITION

Section 1. Local Union 1377 of the International Brotherhood of Electrical Workers, AFL, CIO, is recognized as the sole and exclusive representative for the bargaining unit of all full-time and part-time employees working for the Village of Grafton Electric Department. Classification titles currently within the bargaining unit are set forth in Article 18, Wages.

Section 2. Excluded from the Bargaining Unit are all other Village employees, including managers, supervisors, temporary and confidential employees as defined by Ohio Revised Code section 4117.01.

Section 3. If the Employer adds new classification titles to the Electric Department, the Employer shall notify the Union. If requested by the Union, the Employer and the Union shall meet at least once to negotiate regarding inclusion of new titles within the bargaining unit. Disputes regarding inclusion of a job title within the bargaining unit are not arbitrable. If the Employer and the Union cannot reach agreement, either may petition the State Employment Relations Board for unit clarification or amendment of certification, whichever is appropriate. This section neither waives nor modifies any jurisdictional requirement of the State Employment Relations Board regarding petitions to amend certification or clarify a bargaining unit.

ARTICLE 2 NON-DISCRIMINATION

Section 1. Both the Village and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws; or employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the Village and the Union hereby reaffirm their commitments, legal and moral, not to unlawfully discriminate in any manner relating to employment on the basis of race, color, religion, national origin, sex, age, disability/handicap, military status, veteran's status, or genetic information.

Section 2. The Village recognizes the right of all employees to be free to join the Union. The Village agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Village against any employee or any applicant for employment because of Union membership.

Section 3. All references to employees in this Agreement designate both sexes, and wherever the masculine pronoun is used, it shall be construed to include male and female employees.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. General. Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the department. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Electric Department, its employees and its service to the citizens of the Village, consistent with the provisions of this Agreement.

Section 2. Management 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 office, standards of services, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the workforce;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

Section 3. Residual Rights. 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 LABOR MANAGEMENT COMMITTEE

Section 1. The parties agree to establish a joint Labor-Management Committee of three (3) persons representing the Union appointed by the Business Manager; and three (3) persons representing the Village. The parties shall meet at mutually agreeable times within forty-eight

(48) hours of the request. However, upon the request of one party, the meeting shall be rescheduled to a time not longer than seven (7) calendar days. Additional extensions may be agreed upon by the parties to permit the attendance of necessary individuals. The Committee shall meet on an annual basis or as otherwise agreed by the parties. The parties agree to meet at a mutually agreeable date, time and location. Committee members shall suffer no loss of pay for time spent at Labor-Management Meetings during their regularly scheduled work hours. Regularly scheduled work hours shall be at the employee's scheduled work hours on the date of the meeting.

Section 2. Subjects for discussion may include, but are not limited to the following:

- A. Matters related to the agreement;
- B. Safety and health concerns, including accident review, methods to prevent accidents, improving safety rules, practices, policies, and equipment; and
- C. Methods for improving productivity.

Section 3. Labor management meetings are not intended to be negotiation sessions to alter or amend the Agreement, unless upon mutual agreement of the parties.

ARTICLE 5 UNION REPRESENTATION

Section 1. Non-employee representatives of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement at reasonable times during working hours. The Employer shall facilitate any necessary contact between the representative and an on-duty bargaining unit member, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

ARTICLE 6 NO STRIKE, NO LOCKOUT

Section 1. During the term or extended term of the Agreement or during the tendency of a mutually agreed upon settlement procedure, the Union, its officers, representatives, stewards, members and all other employees subject to the terms of this Agreement shall not instigate or engage in a strike, work stoppage, concerted refusal of overtime, work slowdown or any other interference with or interruption of the operations of the Village. Should such actions occur the Union shall take affirmative action or steps to stop the illegal strike activity.

Section 2. In consideration of the Union's commitment as set forth in Section 1 of this Article, the Municipality agrees that it shall not lock out employees during the term or extended term of the Agreement.

Section 3. This Agreement does not deny the right of the Union or its representatives to render lawful assistance to other labor organizations so long as the assistance does not interfere with the employee's job responsibilities.

ARTICLE 7
PAYROLL DUES DEDUCTIONS

Section 1. The Village agrees to deduct regular Union membership dues from the first pay period of each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Village by the Union. Upon receipt of the proper authorization, the Village will deduct union dues the next payroll period in which the union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on the form provided by the Union and approved by the Village (see Appendix A).

Section 2. It is specifically agreed that the Village assumes no obligation, financial or otherwise, arising out of the provision 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 by the Village hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3. The Employer shall be relieved from making such dues deductions upon the employee's:

- a.) Termination of employment;
- b.) Transfer to a job other than one covered by the bargaining unit;
- c.) Layoff from work, in accordance with Local Union bylaw;
- d.) An agreed leave of absence, in accordance with Local Union bylaws;
- e.) Revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 4. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions. In such cases the Employer shall make the deduction from the next check, providing the employee's pay is sufficient to cover the deduction.

Section 5. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deduction. The Employer agrees to supply the Union with a list of those employees for who dues deductions have been made each month.

Section 6. It is agreed that neither the employees nor the Union shall have a claim against the Village for errors in the processing of a deduction unless a claim of error is made to the Village, in writing, within thirty (30) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that union dues will normally be deducted by deduction of the proper amount. Payroll collection of dues shall be authorized

for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

ARTICLE 8
FAIR SHARE FEE

Section 1. Any member of the bargaining unit who is not a member of the Union shall pay a monthly fair share fee in an amount set by the Union in accordance with the provisions of O.R.C. 4117.09(C). Said "fair share" shall cover each employee's prorated share of:

- A. The direct costs incurred by the IBEW in negotiating and administering this agreement and of settling grievances and other disputes arising under this agreement; and
- B. The Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees covered by this Agreement.

Section 2. Fair share fees shall be deducted and remitted during the same period as dues provided the employees have received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article and its agency fee payer objection policy.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition therefore shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 9
BULLETIN BOARDS

Section 1. The Village shall provide the Union with one bulletin board at the Electric Department Building in a suitable location where employees have access to it. Such bulletin board shall be used only for posting information concerning Union meetings, elections, social or other functions. The Union agrees it will not post any notices of inflammatory nature. Materials containing personal attacks upon any other member or any other Village employee; derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

ARTICLE 10
PROBATIONARY PERIODS/PROMOTIONS

Section 1. Every newly-hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months.

A probationary employee who has lost work time due to illness or injury shall have the employee's probationary period extended by the length of the illness or injury.

Section 2. A new-hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation, including the Grievance and Arbitration procedure.

ARTICLE 11 **DISCIPLINARY ACTION**

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or classification, suspended, or discharged, except for just cause.

The recognized forms of disciplinary action are:

- A. Oral Reprimand (reduced to writing)
- B. Written Reprimand
- C. Reduction in Pay
- D. Suspension
- E. Termination

Suspensions may either be unpaid or a suspension of record. An employee who is given a suspension of record shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Progressive Corrective Action. Disciplinary action shall generally be applied in a progressive manner. However, the Employer reserves the right to determine the amount of discipline based upon the seriousness of the employee's conduct and/or disciplinary record. The parties recognize that in some instances a specific incident may justify an immediate recourse of a more severe action including suspension and/or discharge. The practice of progressive discipline does not infringe upon the right of the Employer to terminate an employee's employment for a first offense. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 3. Predisciplinary Conference In the event that an employee is to be given disciplinary action for behavior or conduct which warrants a suspension, removal, or other discipline resulting in loss of pay, a predisciplinary conference between the employee and the Employer, shall be arranged. The employee may have a union representative or a union official present at the predisciplinary conference. The employee shall be responsible for notifying the union representative or union official. When the nature of the offense is such that immediate disciplinary action is required the Employer may, at its discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing, the predisciplinary conference. Any suspension shall be for a specific

number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

Section 4. Imposition of Discipline. In the event of disciplinary action resulting in an Oral Reprimand, Written Reprimand, dismissal, demotion or suspension, with or without pay, the Employer, shall give notice to the employee of such corrective action in writing. Such written notice shall become a part of the employee's personnel file with one (1) copy to the employee, one (1) copy to the Union Steward, and one (1) copy to the Local Union.

Section 5. Records relating to oral reprimands and/or written reprimands will cease to have force and effect for purposes of progressive discipline after eighteen (18) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred.

Records relating to suspensions shall cease to have force and effect for purposes of progressive discipline after thirty (30) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred.

All records of disciplinary action that no longer have force and effect shall remain in the employee's personnel files but shall not be considered in future disciplinary action, except that prior discipline may be used to establish that employees have been made aware of the expected standard of conduct.

Section 6. Appeal of Disciplinary Action. An employee subject to suspension, demotion or termination shall have the right of appeal in accordance with Step 3 of the Grievance Procedure.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 1. Resolution of Contractual Issues. It is agreed that the Village, its representatives and supervisors, and/or the Union, will attempt to bring about the settlement of any contractual issue by means other than the grievance procedure.

Section 2. Definition and Content. A grievance is defined as an allegation of a breach, misinterpretation, or misapplication of the terms of this Bargaining Agreement.

All grievances must contain the following information:

- A. The aggrieved employee's name, or names of all grievants if it is a group grievance;
- B. The aggrieved employee's department;
- C. The date grievance was first discussed with a supervisor and the name of the supervisor with whom the grievance was discussed;
- D. The date and time grievance occurred;
- E. The date the grievance is filed;
- F. The location where the grievance occurred;
- G. A description of the circumstances or incidents giving rise to the grievance;
- H. The specific provisions of the Agreement violated;

- I. The desired remedy to resolve the grievance; and
- J. The documentation believed to support the grievance.

Section 3. Steps. The following procedures shall apply to the administration of all grievances filed under this Agreement, and shall be presented in accordance with the steps outlined below:

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor(s) of the possible grievance within seven (7) calendar days of the occurrence of the facts giving rise to the grievance. The presentation of this grievance shall be in the employee's own hand. The supervisor will schedule an informal meeting within seven (7) calendar days after the receipt of the grievance, with the employee, and his steward, Local Union Business Representative or their designated alternates if requested by the employee, to discuss the issues in dispute with the objective of resolving the matter informally. If the grievance is not resolved informally at this meeting, the supervisor shall document the general subject of the meeting and that the meeting took place.

Step 2:

If no satisfactory settlement is reached at the first step, the grievance may be appealed by reducing it to writing and presenting it to the Village Administrator, or other Village designate, within seven (7) calendar days after receipt of the Step 1 documentation. The appeal shall restate the grievance, and shall include proposed remedy sought by the aggrieved party. A second step answer, reduced to writing, will be given to the aggrieved party within seven (7) calendar days of receiving the written appeal.

Step 3:

If no satisfactory answer is reached at the second step, the grievance may be appealed to the Mayor or designee by the Local Union Business Representative or their designated alternates within seven (7) calendar days after the reply in the second step is rendered. The appeal shall be reduced to writing, shall contain the original grievance and all subsequent answers/decisions. A meeting will be scheduled with the parties within seven (7) calendar days after the receipt of the appeal, and a written reply will be issued as a result of this hearing within fourteen (14) calendar days following the hearing of the grievance. If no agreement can be reached by the parties as the result of such meeting, the grievance may be submitted to arbitration at the option of the Union or the Employer upon written notice of either party to the other within twenty-one (21) calendar days after the receipt of the results of the third step meeting. All grievances involving a suspension or termination shall be initiated at this step.

Section 4. Timely Processing of Grievances. Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. 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 be deemed denied and may be moved to the next step of the procedure. Any time limits in this Article may be extended by the Employer and the grievant or Union by mutual agreement in writing.

Section 5. Union Representation/Attendance at Meetings. If a meeting or hearing is held pursuant to this Article, an employee acting as Union representative shall not be compensated for the time spent at the meeting or hearing for time spent outside their regular working hours. The grievant shall not receive compensation if the meeting or hearing is held during non-working hours. However, the affected employee or employee acting as a Union representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

Section 6. Personal Matters. Nothing in this contract prohibits an employee from personally bringing matters of a personal nature or concern to the attention of the appropriate officials of the Village.

ARTICLE 13 **ARBITRATION**

Section 1. Voluntary Selection of Arbitrator. In the event a grievance is submitted to arbitration, the parties will attempt to select an impartial arbitrator. If the agreement on the impartial arbitrator cannot be reached within seven (7) days of the notice to arbitrate, the selection of an arbitrator shall be in accordance with Section 2 hereof.

Section 2. Either party, based on the facts presented, has the right to decide whether to arbitrate a grievance. The party requesting arbitration shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio-domiciled, National Academy Certified arbitrators within twenty (20) days of the date of the letter of intent to arbitrate, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Section 3. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. If the FMCS ranking procedure results in a tie, FMCS shall report the names of the arbitrators tied in ranking to the parties and the parties shall thereafter select from those arbitrators by alternative strike. If only two names remain, the Union shall select in cases of disciplinary grievances and the Employer shall select in cases of contract interpretation grievances. Each party shall have the right to reject one (1) full panel of arbitrators and the party rejecting the list shall be responsible for the payment of a new list.

Section 4. Process. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules, 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.

Section 5. Arbitrator Scope of Authority. The arbitrator will then make his finding and render his decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, vary, or remove any provision of this Agreement, or issue an award that establishes an implied limitation upon the Employer which is herein not specifically set forth. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

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 have no authority to determine a grievance that does not fully comply with the time limitations of this Agreement.

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 or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement.

The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinions which are not directly essential in reaching the determination.

Section 6. Fees and Expenses. The fees and expenses of the arbitrator and the costs of the hearing room, if any, shall be borne equally. Neither party shall be responsible for any of the expenses incurred by the other 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.

Section 7. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

Section 8. Retroactivity. Awards of settlement of grievances shall in no event be made retroactive beyond the date of which the grievance was first presented in Step 1 of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator as the case may be, less any unemployed compensation or other compensation that the aggrieved party or parties may have received from any source during the period for which back pay is claimed.

Section 9. Pre-arbitration Meetings. Either party may request in writing a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of discussing

the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), to exchange copies of any documents expected to be used in the arbitration hearing, and to agree upon a statement of the issue. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

ARTICLE 14 **SENIORITY**

Section 1. There shall be three types of seniority defined as follows:

- A. Village Seniority shall be defined as the length of continuous service with the Village since the employees earliest date of employment with the Village.
- B. Division Seniority shall be defined as the continuous length of service with the electric division.
- C. Classification Seniority shall be defined as the length of continuous service within a classification.

Seniority, for purposes of this contract, shall only be as outlined in this Article. Seniority shall be applied as a determining factor only in those matters specifically specified elsewhere in this Agreement.

Section 2. Laid Off Employees. Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid-off employees shall be “frozen” as of the date of layoff unless the employee is not recalled from layoff in the recall period set forth in the layoff article.

Section 3. Break in Seniority. An employee’s seniority shall be terminated when one or more of the following occur:

- A. The employee resigns;
- B. The employee is discharged for just cause;
- C. The employee is laid off for a period of time exceeding twelve (12) months;
- D. The employee retires;
- E. The employee refuses recall or fails to respond to a recall notice consistent with Article 15, Layoff and Recall;
- F. The employee fails to return to work at the expiration of a leave of absence.

Section 4. Posting of a Seniority List. The Village shall post a seniority list once every twelve (12) months showing the Village, division and classification seniority of each employee in the bargaining unit. A copy of the seniority list shall be furnished to the Union.

Section 5. Tiebreakers. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 15 **LAYOFFS/RECALLS**

Section 1. Where the Village reasonably determines it is necessary through its governmental powers to make layoffs or reductions in force (i.e., job abolishment, furlough, etc.) in the number of personnel employed by the Electric Department, the layoffs or reductions in force will be made in accordance with the below listed guidelines. An employee subject to layoff or reduction in force shall be given fourteen (14) days notice prior to the effective date of action. This notice period only applies to the individual(s) initially selected for layoff or reduction, and does not apply to any individual(s) reduced as a result of the bumping and displacement process.

Section 2. Procedure. Whenever the Employer reasonably determines that a layoff or reduction in force is necessary, the Employer shall first determine the classification where the reduction is to occur. The bargaining unit member(s) in that classification with the least amount of classification seniority shall be the first subject to reduction.

Section 3. Recall. Recalls shall be in the inverse order of layoff to the classification from which the member was laid off from the Village. A laid-off member shall retain his/her right to recall for twelve (12) months from the date he is laid-off from the Village. Notice of recall shall be sent to the employee's address listed on the records of the Village. The bargaining unit member must provide current address, phone number and e-mail address to the Village and advise the Village of any changes to his/her address, phone number and e-mail address. Notice of recall shall be sent to the employee via certified mail, return receipt; UPS; or personal delivery. An employee who refuses recall or does not report to work within fourteen (14) calendar days from the date the Village provides recall notice (as stated herein) shall be considered to have resigned his/her position and forfeits all right to employment with the Village.

Section 4. Probationary Period. Recalled employees shall not be required to serve a probationary period upon reinstatement, except employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 5. In the event the Employer decides to contract out services that would result in the layoff of any employee in the bargaining unit, it agrees to meet with the Union upon demand to negotiate the effects of the decision upon affected employees' wages, hours, and other terms and conditions of employment.

ARTICLE 16 **HOURS OF WORK AND SCHEDULING**

Section 1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The work period shall begin at 12:01 a.m. on Saturday and continue for seven consecutive calendar days (one hundred sixty eight (168) consecutive hours) ending at 12:00 midnight the Friday thereafter. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven day work period, with two consecutive days off.

Section 3. The normal workweek for employees shall be either five (5) consecutive eight (8) hours days or four (4) consecutive ten (10) hour days. Employees shall be given seven (7) days notice prior to any change to the normal workweek. The normal work schedule shall include a one-half hour unpaid lunch period. Lunch periods shall be scheduled by the Employer.

Section 4. Pay Period – Pay Day. There are normally twenty-six (26) bi-weekly pay periods in a year, each consisting of two work periods. The pay day for each pay period will be no later than twenty-one (21) days following the end of the pay period.

ARTICLE 17 **OVERTIME / CALL IN**

Section 1. When an employee is required to work in excess of forty (40) hours during the seven day work period, he shall be paid overtime pay for such time worked over forty (40) hours at the rate of one and one-half times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime, except for the holidays set forth in Section 1 of Article 20 and vacation or personal time that is scheduled and approved prior to the commencement of the pay period in which the vacation or personal time is taken.

Section 2. Overtime hours shall not be permitted except in case of emergency or as approved by the Employer. When necessary, overtime shall properly be documented and approved by the Supervisor.

Section 3. Mandatory Overtime. Whenever the Superintendent, or his designee, determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. Mandatory Overtime may take the form of call in or hold over overtime.

Section 4. Call In pay. Whenever approved by the Employer, employees called in to work for any time period shall be paid for not less than two (2) hours of work, or actual time spent, whichever is greater, at the applicable rate of pay.

ARTICLE 18
WAGES

Section 1. Effective March 21, 2015, hourly wages for bargaining unit employees shall be increased by one and one-half percent (1.5%) and paid in accordance with the following schedule in accordance with the position held.

Groundman	\$12.50
Lineman Apprentice I (Entry)	\$15.00
Lineman Apprentice II	\$16.24
Lineman Apprentice III	\$17.75
Lineman Apprentice IV	\$18.75
Lineman	\$22.41
Lead Lineman	\$23.50

Effective the first full pay period after April 1, 2016, hourly wages for bargaining unit employees shall be increased by one and one-half percent (1.5%) and paid in accordance with the following schedule in accordance with the position held.

Groundman	\$12.69
Lineman Apprentice I (Entry)	\$15.23
Lineman Apprentice II	\$16.48
Lineman Apprentice III	\$18.02
Lineman Apprentice IV	\$19.03
Lineman	\$22.75
Lead Lineman	\$23.85

Effective the first full pay period after April 1, 2017, hourly wages for bargaining unit employees shall be increased by one and one-half percent (1.5%) and paid in accordance with the following schedule in accordance with the position held.

Groundman	\$12.88
Lineman Apprentice I (Entry)	\$15.46
Lineman Apprentice II	\$16.73
Lineman Apprentice III	\$18.29
Lineman Apprentice IV	\$19.32
Lineman	\$23.09
Lead Lineman	\$24.21

Section 2. Bargaining unit employees shall be provided with general pay increases to their hourly rate of pay as determined by Village Council on an annual basis, but said increases shall be no less than stated above. The general wage increases shall be the same as the highest general wage increase implemented by ordinance of Village Council. Excluded from the definition of general wage increases are any increases given to individual employees as a result of a change in job duties or responsibilities.

Section 3. Employees in the position of Lineman Apprentice shall advance to the next level of compensation upon satisfactory completion of each level of lineman training until such time as the Lineman Apprentice has completed the full training to be a certified lineman. Upon satisfactory completion of the four-year program, the Lineman Apprentice shall be reclassified as a Lineman and shall receive the applicable pay rate. Satisfactory completion shall include completion of the requisite minimum qualifications, a passing grade on the proficiency examination, and a satisfactory evaluation by his immediate supervisor as approved by the Village Administrator.

ARTICLE 19
VACATIONS

Section 1. Accrual. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of continuous full-time service with the Employer as follows:

<u>Years of Service</u>	<u>Vacation</u>
After the completion of 1 year	1 week, 5 working days or 40 hours
After the completion of 2 years, until the completion of 10 years	2 weeks, 10 working days or 80 hours
After the completion of 10 years, until the completion of 20 years	3 weeks, 15 working days or 120 hours
After the completion of 20 years	4 weeks, 20 working days or 160 hours

Section 2. All vacation time must be used within the anniversary year in which it is granted. No unused vacation time will be permitted to carry over into a new anniversary year.

Section 3. Any full-time employee who is entitled to vacation time and does not use the vacation time, for any reason, by the end of his or her anniversary year, may request not later than December 1st of that same year, to be paid for up to forty (40) hours of unused vacation time at that employee's regular rate of pay.

Section 4. All vacation time shall be scheduled in accordance with the workload requirements of the Employer and the Employer reserves the right to deny vacation requests if workload requirements so mandate.

Section 5. Any bargaining unit member who is called in to work on any previously scheduled vacation day shall receive time and one-half (1 1/2) pay for the actual hours worked, in addition to vacation pay.

Section 6. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

Section 7. Payment Upon Retirement. Employees who elect to retire shall be paid a lump sum equal to fifty percent (50%) of accrued days of vacation time for that fiscal calendar year only.

ARTICLE 20
HOLIDAYS

Section 1. The following days shall be observed as paid holidays by full-time employees of the Electric Department in accordance with the schedule established by the Employer. Any holiday which falls on a weekend will be observed as a paid day off on the nearest workday to the legal holiday.

New Year's Day
The Friday before Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2. Full-time employees who work on the actual holiday shall be paid at the rate of one and one-half times the employee's straight time hourly earnings in addition to regular holiday pay. Part time employees who work on the actual holiday shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for hours worked on the holiday.

Section 3. Any unexcused absence on the last scheduled day before a paid holiday or on the first scheduled day after a paid holiday shall disqualify an employee for holiday pay.

ARTICLE 21
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. Upon completion of one year of service, full-time employees shall accrue sick leave credit at the rate of at a rate of 3.1 hours per pay period. Sick leave shall not accrue during any period of unpaid absence. Sick Leave may accrue without limitation.

Section 2. Sick leave shall 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. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such examinations cannot be scheduled during off-hours.
- C. 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.

Section 3. Immediate family for purposes of this Article shall be defined as grandfather, grandmother, grandfather of husband or wife, grandmother of husband or wife, father, father-in-law, mother, mother-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or grandchild.

Section 4. When an employee uses sick leave for three (3) days or more, the Employer can require the employee to provide a written verification from the physician, dentist, psychologist, optician, or other practitioner stating the nature of the illness or injury and the practitioner's opinion regarding the employee's ability to work.

Section 5. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for work, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on disability leave or separation

Section 6. An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification and/or abuse of sick leave documents are grounds for disciplinary action.

Section 7. Payment of Unused Sick Leave Upon Retirement. Employees who retire pursuant to a PERS service or disability retirement shall be paid a lump sum equal to fifty percent (50%) of unused sick leave credit to a maximum of forty-five (45) days (the same as 360 hours) at the employee's regular rate of pay.

Section 8. Bargaining unit member would be eligible to participate in any sick leave donation program established by ordinance.

Section 9. An employee shall not be entitled to any previously accumulated sick leave balance for any work performed by any other public employer.

Section 10. Bereavement Leave. Any qualified full-time employee with one year of accredited service who is absent due to a death in his or her immediate family shall be granted bereavement leave, to be based on the circumstances in each case by reason of making arrangements or for attending the funeral, not to exceed three days for each death: the day before, the day of and the day after the funeral. The Superintendent may extend the bereavement leave by granting the employee his or her three personal leave days. Only scheduled work days lost following the above sequence shall be counted as bereavement leave.

ARTICLE 22

MISCELLANEOUS LEAVES

Section 1. Military Leave. All bargaining unit members so entitled shall be granted military leave and afforded return to work rights and benefits in accordance with applicable state and federal law.

Section 2. Family and Medical Leave. Bargaining unit members shall be entitled to Family and Medical Leave in accordance with Village Ordinance 256.07.

ARTICLE 23
PERSONAL OR BUSINESS EMERGENCY LEAVE

Section 1. Each full-time employee shall be granted three (3) days of personal or business emergency leave each year after the first probationary year of employment has been completed. Personal/Emergency Leave shall not accumulate from year to year, shall not be deducted from accumulated sick leave, and may be used to extend a holiday or vacation period with the written approval of the Superintendent prior to the leave. Requests for the use of personal leave for emergency reasons shall be made to the Superintendent with as much notice as possible.

ARTICLE 24
TRAINING

Section 1. Whenever employees are required to attend work related training sessions, they shall be given time off from work with pay to attend such programs, including any FLSA allowable travel time needed. Any reasonable costs incurred in such training shall be paid by the Employer, provided that they have been approved in advance.

Section 2. The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training he deems necessary for the performance of the employees presently assigned duties.

Section 3. The Village shall utilize an accredited four-year certification program for Lineman Trainees. A Lineman Trainee will not be advanced to Lineman at least until his four-year program of training is completed. All Lineman Trainees shall be required to advance in each step of the four year program within a reasonable time frame as determined by the requirements of the certification program. Failure to advance within such reasonable time frames will be considered just cause for termination.

ARTICLE 25
UNIFORMS

Section 1. All full-time bargaining unit members shall be provided with uniforms that meet the safety standards required of the position held.

Section 2. Full time employees shall be paid a boot allowance of \$100.00 per contract year.

ARTICLE 26
INJURY LEAVE

Section 1. When an employee is injured in the line of duty, the employee shall be eligible for paid injury leave not to exceed seven (7) calendar days, provided the employee submits to an evaluation for participation in the Village's transitional work program and signs a waiver assigning to the Village any Workers' Compensation payments (temporary total benefits) the employee would ordinarily receive as the employee's weekly compensation as determined by law for those number of weeks the employee receives benefits under this article. In addition, any sick time used between the time of injury and receipt of Workers' Compensation may be

purchased back by the employee and credited back into the employee's accumulated sick time account. However, in the event Workers' Compensation is denied, the employee shall not have the option to buy back sick days used.

Section 2. Any injury suffered in the line of duty must be reported to the Lead Lineman and the Village Administrator no later than the conclusion of employee's shift on which the injury was suffered.

Section 3. If an employee suffers a work-related injury and, as the result of such injury, is not able to perform his/her normal job functions, the Village may assign such employee to perform transitional work, upon receipt by the Village of a written request by such employee that details the nature of the injury, the current course of treatment and prognosis for recovery.

- A. "Transitional work" is work that: (i) an injured employee can perform without the risk of injury; (ii) is necessary; and (iii) allows the employee to continue working within the employee's department while he/she makes the transition back to his/her regular work duties and/or normal work schedule.
- B. Transitional work is only offered due to a work-related injury at the discretion of the Village and shall be reviewed on a case-by-case basis by the Village Administrator. The maximum aggregate duration of transitional work assignments during any given year shall be three (3) months. The Village Administrator may extend said three (3)-month transitional period on a case-by-case basis.
- C. Once an employee has been assigned to perform transitional work, such employee shall not be permitted to return to the performance of his/her regular duties and/or normal work schedule until such employee provides the Village with a written note or report from a qualified physician indicating that the employee is able to perform his/her normal work duties and/or normal work schedule.

ARTICLE 27 **INSURANCE**

Section 1. Members of the bargaining unit are eligible for health insurance coverage through the Village health insurance plan.

Section 2. Employees shall contribute the same percentage of the monthly premium through payroll deduction as is required of employees through ordinance or resolution of Village Council. Said deductions shall be made on a pre-tax basis.

Section 3. The Village shall provide term life insurance in the amount of fifty thousand dollars (\$50,000) for each member of the unit.

ARTICLE 28 **COMMERCIAL DRIVERS LICENSE**

Section 1. The Village shall reimburse the cost to obtain an original Commercial Drivers License (CDL) for those employees required to do so. For those employees whose job

description requires the possession and maintenance of a CDL, the Village will provide the employee the use of Village trucks to practice their skills for the test and to take the driving examination. Time spent by the employee to practice their driving skills and to take the examination shall occur outside of his/her work time and shall not be compensated. Failure to possess a valid CDL shall be grounds for dismissal for those employees whose job description require its possession.

Section 2. CDL Renewal. For the renewal of CDL's, the Village will reimburse the employee the difference between their normal license and their CDL, provided that the CDL is required for their immediate job.

ARTICLE 29 **HEALTH AND SAFETY**

Section 1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide working conditions that comply with the safety standards of the profession, tools, equipment and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by his employees. The employee(s) accepts the responsibility not to neglect or abuse his equipment, tools or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's standard operating procedures.

Section 2. Employees who work at jobs or in areas deemed by the Employer to be dangerous, shall be required to wear safety equipment. Such equipment will be provided by the Employer and the failure or refusal on the part of an employee to wear such equipment shall be grounds for disciplinary action, up to and including discharge.

Section 3. Employees shall be responsible for reporting any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and department property.

Matters which present a serious threat to the safety of an employee shall be reported immediately to the superintendent. In the event that there is a dispute over the safety of any practice the matter is to be referred immediately to the Village Administrator.

ARTICLE 30 **PERSONNEL FILES**

Section 1. Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records, including training, attendance and payroll records, as well as those records maintained as personnel file records.

Section 2. Every bargaining unit member shall be allowed to review the contents of his or her personnel file at reasonable times upon written request, except that any bargaining unit member involved in a grievance or disciplinary matter shall have access to such file at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

ARTICLE 31
DRUG FREE WORKPLACE AND TESTING

The parties support the concept of a drug free workplace. With that in mind, the employees agree to abide by the Village's Drug Free Workplace Policy 256.09.

Once during each calendar year, the Mayor, at his/her sole discretion, may select a day when all Village employees are required to submit to a drug test within a given twenty-four (24) hour period. Any employee who tests positive or fails to submit to the drug test will be subject to disciplinary action, up to and including termination. If an employee is unable to accomplish the test within the provided twenty-four (24) hour period, he/she must provide a written explanation to the Mayor. The Mayor will make a decision regarding whether an employee missing such a drug test will be subject to disciplinary action, which may include termination. Any employee on pre-approved leave on the date selected by the Mayor shall be required to submit to a drug test within twenty-four (24) hours of returning to work.

ARTICLE 32
SEVERABILITY

Section 1. In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable.

Section 2. Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA), or any other state or federal law relative to handicap or disability discrimination shall not be construed by either party as a violation of this agreement or any provision herein.

ARTICLE 33
APPLICATION OF VILLAGE ORDINANCES

Section 1. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment for the members of the bargaining unit to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the provisions of any Village Ordinances where such matter has been specifically or generally addressed by this agreement.

Section 2. Notwithstanding the above, where a Village ordinance is intended to cover all Village employees and the subject matter of the ordinance has not been addressed herein, the ordinance shall apply to the members of this bargaining unit.

ARTICLE 34
APPLICATION AND INTERPRETATION
OF WORK RULES, POLICIES AND DIRECTIVES

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and in connection with the Employer's services and programs.

Section 2. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the Union Business Manager at least seven (7) calendar days prior to enforcing such rules, unless said rules must have immediate effect for safety reasons.

Section 3. As soon as reasonably possible after the execution of this Agreement, the Employer shall electronically or by hard copy furnish to the Union a copy or copies of the existing written work rules.

Section 4. The Union recognizes that it is the exclusive statutory duty of the Mayor/Village Administrator to establish general rules for the operation of the Department. However, the Union may request to meet to consider the effects of any work rules upon the wages, hours, terms and other conditions of employment of those employees included in the bargaining unit, and such request shall be honored, within a reasonable time frame.

Section 5. No work rules, regulations, policies, or directives may violate any of the express, written terms of the Agreement. Should the union believe a work rule, regulation, policy, or procedure violates this Agreement, it may file a grievance.

ARTICLE 35
DURATION

Section 1. This Agreement shall be effective September 1, 2015, and shall remain in full force until March 31, 2018.

Section 2. Any amendments to this Agreement, in order to be binding on the parties hereto, shall be written, signed by the parties and attached to an original, executed copy.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation or by agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement, together with any addendums (e.g., letters of understanding, appendices, side letters, etc.), constitute the entire Agreement between the parties and all prior discussions and negotiations between the parties are merged into this Agreement.

APPENDIX A
DUES DEDUCTION AUTHORIZATION FORMS

DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct the Village of Grafton to deduct from my pay, an amount equal to the dues and initiation fees in the amounts fixed in accordance with the By-Laws of Local Union 1377 and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed) _____ Signature _____

Date _____ Dept. _____

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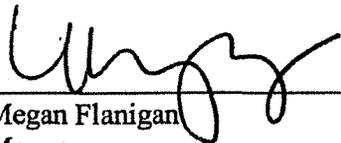
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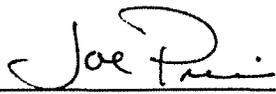
Date _____ Dept. _____

EXECUTED THIS 21 day of AUGUST, 2015.

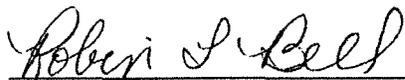
Village of Grafton



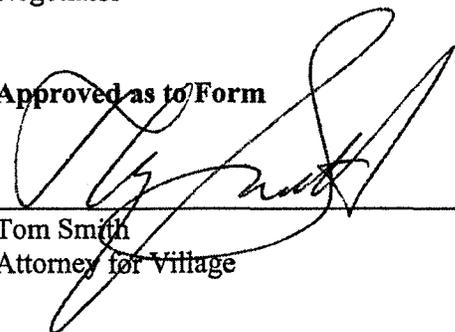
Megan Flanigan
Mayor



Joe Price
Village Administrator

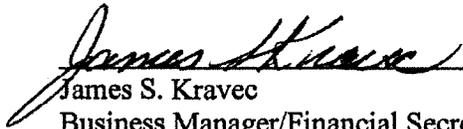


Robin L. Bell
Negotiator

Approved as to Form


Tom Smith
Attorney for Village

**International Brotherhood of Electrical
Workers, Local 1377, AFL-CIO**



James S. Kravec
Business Manager/Financial Secretary

IBEW International Representative