

AGREEMENT BETWEEN

VILLAGE OF GRANVILLE

AND

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL INC.**

EFFECTIVE:

**From January 1, 2016 through
December 31, 2018**

**SERB Case Nos. 12-MED-08-0817 Police Officers
& 12-MED-08-0818 Sergeants**

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ARTICLE 1 PREAMBLE AND RECOGNITION

Section 1.1 Purpose This Agreement is made by and between Village of Granville Police Department, (hereinafter "Employer") and the Fraternal Order of Police, Ohio Labor Council, (hereinafter "Union" or "FOP/OLC"), in relation to the terms and conditions of employment as set forth in this Agreement for employees in the bargaining units listed in this Article.

Section 1.2 Bargaining Units The separate bargaining units are as follows:

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

- a. Full-time employees in the rank of Police Officer as certified in SERB Case No. 04-REP-08-0140; and
- b. Full-time employees in the rank of Sergeant as certified in SERB Case No. 04-REP-08-0141.

Exclusions: The part-time employees, Chief, management level employees, professional employees, supervisory employees, confidential employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees are specifically not included in the bargaining units.

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 the Ohio Labor Council to the Village the first pay period of each month, from the pay of any Union member requesting the same. The Union shall submit a written authorization for dues and fees deductions. A one-month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted to the Union to the person designated in writing by the Union.

If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate payroll clerk. The Village agrees to furnish to the Financial Secretary of the Union, 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. Nothing herein shall prohibit FOP/OLC members covered by this Contract from submitting dues directly to the FOP/OLC.

Members of the bargaining unit shall be bound by the Authorization/Membership form and the Check off Agreement provided by the Fraternal Order of Police, Ohio Labor Council Inc. A bargaining unit member may only revoke his/her membership and authorization during the forty-five (45) to thirty (30) day period prior to the expiration of this Collective Bargaining Agreement, by giving written notice to the Chief of Police with proof of service to the Union. The employee's membership authorization will not terminate until thirty (30) days after receipt of said notice by the Chief of Police and the Fraternal Order of Police, Ohio Labor Council Inc. A union member may also revoke his/her membership after the Collective Bargaining Agreement expires and prior to an extension or renewal of the Collective Bargaining Agreement.

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 the bargaining unit member 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 thirty (30) 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 FOP/OLC Bulletin Board The Union shall be permitted to maintain a bulletin board in the locker room at the Department Headquarters. Only Union bulletins will be permitted to be posted on this board. No political postings, candidates or issues or any materials critical of the Village or its policies, elected officials or employees are to be posted on the bulletin board.

Section 2.5 Ballot Box The Union shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Village's review.

Section 2.6 Use of Facilities The Union shall be permitted use of Village meeting rooms as are available and subject to the same prerequisite as are available to the public. The Union may utilize the mail slots available to members of the bargaining unit and the Union recognizes the limitations of their use and holds harmless the Village from any use by the Union of the use of the internal mail system. The Union agrees that the use of the mail boxes shall be reasonable and limited to providing information that is necessary for the normal conduct of union business or representation and shall not be used for any matter not related to union business arising out of the representation of members under the terms of this Agreement.

Section 2.7 FOP/OLC Training and Conferences The Village, upon reasonable notice by the FOP/OLC, shall permit Grievance Representatives to attend annual training sessions not to exceed a cumulative total of thirty-two (32) hours sponsored by the FOP/OLC related to the administration and conduct of the grievance/arbitration procedure. Said attendance will be granted as leave without pay unless the employee chooses to use vacation leave or compensatory time to attend the FOP/OLC training.

One duly elected or selected delegate or alternate to the Annual Conference of the Fraternal Order of Police, Ohio Labor Council, Inc. from the Bargaining Units shall be allowed up to thirty-two (32) hours to attend such functions. To the extent any such conference time is during such delegate's scheduled work hours, he shall be given consideration to a schedule rearrangement, if voluntary, or they shall be allowed to use their vacation leave or compensatory time.

Requests for release time for training or conferences shall be submitted in writing at least 30 days, or sooner if known, prior to the dates requested. Any release shall not disrupt the operations of the Department or result in overtime.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 General Work Rules Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Police Department of the Village. 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 Police Department, its employees and its service to the citizens of the Village, consistent with the provisions of this Agreement.

Section 3.2 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, its overall 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 the 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 Police Department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 3.3 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 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 NON-DISCRIMINATION

Section 4.1 Joint Pledge The Village and the Union agree not to discriminate against any member of the Bargaining Unit on the basis of his or her membership or non-membership in the Union, nor to discriminate, interfere with, restrain or coerce any employee because of FOP/OLC membership or because of or regarding his or her activities as an officer or other representative of the FOP/OLC.

Section 4.2 Union Pledge The Union agrees not to interfere with the desire of any member of the Bargaining Unit to become and remain a member of the Union. The Union agrees to fairly represent all members of the Bargaining Units subject to the provisions and procedures set forth in Section 4117.11(B)(6) and 4117.12 of the Revised Code.

Section 4.3 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 member of the bargaining unit.

ARTICLE 6 CONFLICT AND AMENDMENT, EMERGENCY

Section 6.1 Conformity to Law The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced or covered 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 Grievance and Job Assignments 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.

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 fulltime sworn officer in the Police Department from the date of appointment. Service as part-time employee or in another non-law enforcement position for the Village 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. Classification seniority shall be defined as the length of service within the classification of sergeant.

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; or;
- C. A layoff of 12 months duration or less.

- 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 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 member 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 member 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 members 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.

Section 7.5 Supervisor's Shift Assignment The Chief has the authority to assign or reassign shifts for Supervisors; absent the exercise of that authority Supervisors shall be awarded their shift selection at shift bidding by classification seniority.

ARTICLE 8 STANDARD OF CONDUCT REGULATIONS

Section 8.1 Regulations 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 regulations regarding standards of conduct shall be available to all members. The Employer agrees that new or revised written regulations shall generally be provided or accessible to members two (2) weeks in advance of implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised regulation to the Chief (or in his absence, his representative) the Union may raise the issue within two (2) weeks after the members and Union are notified of new or revised regulations. All regulations will be reasonable. It shall be the Union's responsibility to establish that the regulations are either unreasonable or not uniformly applied within a bargaining unit.

ARTICLE 9 LABOR MANAGEMENT MEETINGS

Section 9.1 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 FOP/OLC that these meetings be utilized only for the purpose of promoting harmonious relationships between the FOP/OLC, its membership, and the Village and to provide input to the Chief 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 members are expected to attempt to work out issues with supervisors prior to raising them at such meetings.

Section 9.2 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 10 GRIEVANCE PROCEDURE AND ARBITRATION

Section 10.1 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 a 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. Written grievances must be submitted within fourteen (14) calendar days following the events or circumstances giving rise to the grievance.

Section 10.2 Grievance Representatives The Union shall designate in writing two (2) grievance representatives for the police officers and one (1) grievance representative for the sergeants for each respective bargaining unit. A member and his 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 Chief or his designee. The Union shall notify the Chief, in writing of the names of grievance representatives within thirty (30) days of their appointment.

A grievance representative may accompany the grievant to grievance meetings should the grievant request his attendance. A grievant

shall have the right to submit a grievance without the intervention of the Union.

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 the meeting or hearing during his non-work hours. The grievant shall not receive compensation if the meeting or hearing is held during his 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 Chief.

Section 10.3 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 a claim arising as the result of disciplinary action defined in Section 10.4.

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 members 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 10.4 Disciplinary Action Defined For the purposes of this Agreement, disciplinary action is any reduction in pay and/or position, removal, or suspension with or without pay which 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.

Section 10.5 Grievance Procedure The following are the implementation steps and procedures for handling members' grievances:

A. Step One - Immediate Supervisor An employee having a grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within seven (7) calendar days following the submission of the written grievance to his supervisor. Sergeants only shall submit their grievances directly to Step 2 within the initial time limits.

Within seven (7) calendar days after meeting with the grievant, the supervisor shall submit to the grievant his written response to the grievance after conferring with the Chief and 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 – Chief of Police Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One response was due) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Chief of Police. The grievant or grievance representative shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Chief of Police or his designee shall date the form accurately showing the date his Office received the form.

The Chief of Police or his designee shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Union representative.

Within seven (7) calendar days of the meeting at Step Two, the Chief of Police or his designee, after conferring with the Personnel Director, shall submit his written response to the grievance.

C. Step Three – Village Manager Should the grievant not be satisfied with the answer in Step 2, within seven (7) calendar days of receipt of the Step Two answer or seven (7) calendar days after the response was due, he or she may appeal the grievance to Step 3 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 designee. The Village Manager, or his designee, shall date the grievance, accurately showing the date his office received the grievance.

Within seven (7) calendar days of his receipt of the grievance, the Village Manager or his designee shall schedule and conduct a meeting to discuss the grievance with the employee. The grievant or steward shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Village Manager and/or grievant may bring appropriate witnesses.

In the meeting called for at this Step, the Village Manager shall hear full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the Village Manager shall submit to the grievant his written response to the grievance.

Section 10.6 Arbitration If the grievant is not satisfied with the answer in Step Three, within fourteen (14) calendar days after receipt of the Step Three response, [or fourteen (14) calendar days after the Step Three response is due], the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within twenty-one (21) 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 (öFMCSö), the State Employment Relations Board (öSERBö), or the American Arbitration Association (öAAAö) to hear the arbitration. 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. The parties may mutually agree upon an arbitrator without requesting a list from any of the arbitration services.

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 conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Services or the American Arbitration Association. 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 issued within thirty (30) days of closing of the record.

Section 10.7 Grievance Forms The Village and the Union shall develop jointly a Grievance Form. Such forms will be supplied by the Union and made available to all grievance representatives. Such 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, and the remedy sought.

Section 10.8 Calendar Day For the purpose of counting time, "calendar days" as used in this Contract will not include holidays.

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 such office is open.

Section 10.9 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 automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual Agreement in writing.

Section 10.10 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.

Section 10.11 Creation of Past Practices It is recognized that personnel in the supervisory ranks may act in their capacity as supervisors on behalf of the Village of Granville to resolve grievances and to interpret and apply provisions of the Contract. This authority shall at all times be exercised in a manner that is consistent with and in conformity with the provisions of the Contract. If a grievance is resolved by a supervisor, and the Chief of Police or Village Manager believes that the decision is not in conformance with the provisions of this Contract, the Village shall notify the Union within fourteen (14) days of the Village Manager's or designees receipt of the resolution. In such an instance, this settlement shall not be cited by any party as creating a past practice and shall be without precedent or prejudice in a subsequent grievance involving the same issue.

**ARTICLE 11 INVESTIGATION, DISCIPLINE PROCEDURES,
RECORDS**

PERSONNEL

Section 11.1 Criminal Investigations A bargaining unit member who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of his constitutional rights in accordance with the law.

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 leave. 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 may be disciplined up to and including discharge, to be determined by the Employer. The findings of a criminal court shall not be binding upon or set precedent for discipline issued an employee and an arbitrator may not consider the findings of a criminal court.

Section 11.2 Internal Investigations Bargaining unit members required to respond to questions during internal investigations shall, when applicable, be informed of their constitutional rights and responsibilities. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. All members shall be obligated to cooperate in any investigation conducted.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. If recordings are made the other party shall be provided a copy at the other party's expense (cost of media).

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

If any of the procedures of this Article are violated, such violations shall be subject to the grievance procedure.

Section 11.3 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 only for just cause following the standards for law enforcement officers and the Department Standard of Conduct Regulations (Article 8). 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 his oath of office or violates the rules and regulations of the Employer or engages in conduct unbecoming a police officer. Forms of disciplinary action include:

- A. Documented oral reprimand
- B. Written reprimand
- C. Suspension without pay or loss of holidays or vacation.
- D. Reduction in rank or classification
- E. Discharge

Section 11.4 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 member according to the severity of the incident, up to and including termination/discharge. Counseling is not considered discipline.

Section 11.5 Predisciplinary Meetings If a member faces the possibility of a suspension following the completion of an investigation and prior to a predisciplinary meeting with the Employer's representative, a member will receive a written statement of charges. At the predisciplinary meeting, the charged bargaining unit member or his representative will be allowed to present his 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 one (1) Union representative 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 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 witnesses that he 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 Union representative within five (5) days following its submission to the Chief and Village Manager. The Employer will decide what discipline, if any, is appropriate.

Section 11.6 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 member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. All removal of records shall be in accordance with Ohio law. Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his designated representatives. The Village shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and O.R.C. Section 149.43.

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

If the Employer concurs with the member's contentions, he 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 he does not concur with the contentions of the member, he will attach the member's written memorandum to the document in the file.

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
- C. 3 years for suspension

Section 11.7 Seniority Any suspension imposed shall be deducted from the employee's seniority date.

Section 11.8 Conduct of Investigation Any investigations, interviews, or other disciplinary procedures shall be conducted in a professional and private manner by all parties.

Section 11.9 Union Representation The employee shall have, at his 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 Union representative 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.

Section 11.10 Outside Investigation The Village reserves the right to order an employee to report to any outside investigator conducting a lawful investigation. The members do not waive any of their contractual or legal rights by reporting.

ARTICLE 12 PROBATIONARY PERIOD

Section 12.1 Requirement to Serve Probationary Period Every newly hired employee or employee appointed to a position in the bargaining unit (full-time patrol officer or full-time sergeant) 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 police officer or sergeant regardless of prior service with the Department and regardless of time spent as a part-time police officer or any other Department position.

Section 12.2 Length of Probationary Period The probationary period shall begin on the first day as a full-time police officer or full-time sergeant 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 or leaves of absence for more than ten (10) work days shall have his 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 12.3 Appeals by Probationary Period Employees A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum.

Section 12.4 Promotional Probationary Period Any member promoted to the rank of sergeant shall be required to successfully complete a promotional probationary period of one (1) calendar year. A member serving a promotional probationary period whose performance is judged unsatisfactory may be returned to his former rank. Return of a member to a former rank may not be grieved.

ARTICLE 13 LAYOFF AND RECALL

Section 13.1 Layoff Notification Any provisions of 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, 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 13.2 Layoff The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by rank/classification. Employees shall be laid off within each rank/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. With layoff displacement, higher rank shall displace lower rank and more senior members shall displace those with less seniority. Employees may not displace dispatchers or other employees of the Village.

Section 13.3 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 Department informed of his 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 a reasonable attempt to contact, or the employee has been contacted and the employee does not respond.

Section 13.4 Time Limits for Recall The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his time the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has been properly notified by the Department 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 Chief. 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 13.5 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 13.6 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 14 HOURS OF WORK, OVERTIME, COMPENSATORY TIME

Section 14.1 Workday/Workweek The regular workday and workweek for employees will be determined by the Chief of Police. The regular workweek for employees shall be forty (40) hours. The normal work assignments shall be either five (5) consecutive eight (8) hour days with two (2) consecutive days off or at the discretion of the Chief, four (4) consecutive ten (10) hour days with three (3) consecutive days off. The Chief further reserves the right to develop a schedule of 12 hour shifts as an alternative to 8 or 10 hour shifts or any other schedule which does not exceed the Fair Labor Standards Act.

A. Scheduling assignments for shift changes or training seminars shall not constitute a violation of the consecutive days off

provision of this Section.

B. Employees shall not be required to flex time-off or take other leave to avoid overtime.

Section 14.2 Work Period For purposes of wage and hour administration, a regular work period shall consist of eighty (80) hours in fourteen (14) consecutive calendar days. This work period shall also constitute the pay period.

Section 14.3 Call-In Pay/Court 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 three (3) hours of pay at the appropriate rate whether straight time or overtime.

Section 14.4 Overtime All hours actually worked in excess of forty (40) hours in a seven (7) day period shall be compensated at the overtime rate of one and one-half (1-1/2) times the regular rate of compensation. If an alternate schedule is utilized, overtime will be paid for the hours actually worked in excess of the total hours above the regular schedule. Vacation leave and compensatory time shall count as hours worked for the computation of overtime.

Section 14.5 Overtime, Special Details, & Special Duty Assignments The Chief or his designee will determine when overtime is necessary. The Chief or his designee will attempt to assign overtime in a fair and equitable manner providing such attempts do not affect the orderly and efficient operation of the Department as determined by the Chief.

Special Details are assignments completed by employees on duty, may be outside of their normal work assignments, and may or may not involve overtime. Special Duty assignments are Department-approved agreements for police services between employees and outside employers, are not hours worked and are not subject to overtime.

An employee shall be deemed to be unavailable for overtime, and normally will not be called, because of sickness, vacation, or other leave. This will not apply to emergencies or times of dire need as determined by the Chief.

When overtime is offered for Special Details it will be rotated among employees and in no way limits the use of part-time or auxiliary/reserve employees for Special Details by the Chief or his designee. Rotation will be based upon the use of a least-to-most procedure for offering the overtime, using the total overtime hours proffered and worked. The higher position on the seniority list will be used as a tiebreaker. Any employee may request the Chief not notify them of voluntary overtime opportunities. This section does not apply to mandatory Special Details designated by the Chief or the Village Manager, such as the 4th of July Festival.

It is understood that Special Detail rotation shall not apply to (A) the extension of normal duties such as an ongoing complaint, an investigation, case follow-up, court, prisoner escorts, training, the completion of a report, or (B) activities requiring specialized training, qualifications, and/or experience for which the Chief or his designee may assign an employee at his discretion for mandatory overtime.

The Chief or his designee shall maintain a list of all applicable Special Detail overtime hours worked or refused by each employee, and update this list once a month for the duration of this agreement. The list will be made available to a shift associate upon request. Submitted overtime request slips will also be made available upon request.

If no employee accepts an offered Special Detail overtime assignment, the Chief or his designee may assign an employee at his discretion for mandatory overtime. The Chief also reserves the right to revise posted schedules in order to provide for Special Detail coverage when employee availability is limited.

Remedy for missed overtime opportunities will be to offer the next opportunity of a similar nature as determined by the Chief.

Special Duty assignments should be filled in a manner so as to not interfere with the posted schedule of the employees. Employees may choose to place a fellow employee in charge of assigning special duty, subject to a policy approved by the Chief. The employee cannot collect overtime for the performance of this function, but shall be allotted a reasonable amount of time if on duty.

Section 14.6 Compensatory Time An employee who is entitled to overtime payment as authorized in this Contract 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 Chief or his designee. The Chief may schedule an employee's compensatory time. Employees may accumulate a maximum of eighty (80) hours of compensatory time. The Employer may convert accumulated, unused compensatory time to cash payment.

Section 14.7 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. Employees requesting an entire shift or more on compensatory time off shall obtain the approval of the Chief of Police or his designee. Such request shall normally be at least seven (7) days in advance. No employee may utilize more than eighty (80) hours of compensatory time in any given calendar year.

Section 14.8 Suspension of Compensatory Time Utilization At the discretion of the Chief and due to the operational needs of the department, 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 when such manpower falls below eighty percent (80%) of the allocated strength of the department.

ARTICLE 15

HOLIDAYS

Section 15.1 Holidays The following days are declared to be holidays which will be observed by the members:

First day of January	First Monday in September
Third Monday in January	
Third Monday in February	Eleventh day of November
Last Monday in May	Fourth Thursday in November

Fourth day of July

Twenty-fifth day of December
Fourth Friday of November

Section 15.2 Holiday Pay All members shall receive holiday pay for each of the holidays specified in Section 15.1. In lieu of days off it is understood that employees' compensation for holidays is straight rate pay for the holiday, not time off. 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.

Section 15.3 Holiday Work For each holiday observed on a member's workday, said member shall work that holiday and receive one and one-half (1-1/2) pay for all hours worked on that holiday. If a member is not scheduled to work an observed holiday but is directed to do so, the member 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 16

VACATION

Section 16.1 Vacation Accrual

After the first six months employment period, each member shall be entitled to use accrued vacation leave with pay at their straight time rate. The vacation leave shall accrue to the members monthly according to the following schedule:

- 0 Through 6 Years Employment ó 2 weeks maximum paid vacation (80 hours per year; 6.66 hours per month)
- 7 Through 11 Years Employment ó 3 weeks maximum paid vacation (120 hours per year; 10 hours per month)
- 12 Through 19 Years Employment ó 4 weeks maximum paid vacation (160 hours per year; 13.33 hours per month)
- 20 or More Years Employment ó 5 weeks maximum paid vacation (200 hours per year; 16.66 hours per month)

The above formula is the accrual of vacation leave for hours in paid status. The accrual will be adjusted for hours in paid status of less than 80 hours in a pay period.

Recognized holidays which fall during a vacation shall not count as vacation days.

A maximum of 40 hours vacation may be carried over from one year to the next. Year is to be calculated based on full time anniversary date.

Section 16.2 Scheduling and Approval All vacation leave must be scheduled through and authorized by the Chief (or designee). Members may take their vacation leave in increments of four (4) hours, or any amount equal to one-half (1/2) workday if an alternate to 80 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 Chief (or designee). Vacations shall be scheduled subject to the staffing requirements of the Village but shall not be unreasonably denied.

Section 16.3 Annual Conversion After having taken at least two weeks (80 hours) vacation in a year, employees may convert to monetary payment in lieu of vacation days off up to two (2) weeks (80 hours) vacation pay. Year is to be calculated based on full time anniversary date.

Section 16.4 Vacation Pay Upon Separation A member who concludes employment with the Village in good standing shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of resignation. Employees terminated for cause or who fail to give two weeks written notice of intent to terminate shall forfeit all accrued vacation. Should a member die while in paid status, any accrued but unused vacation leave shall be paid in lump sum to the member's surviving spouse or otherwise to the estate of the deceased.

ARTICLE 17 SICK LEAVE

Section 17.1 Sick Leave Accrual Employees shall accrue sick leave at the rate of 10 hours per month. 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 17.2 Use of Sick Leave, Immediate Family Members may use sick leave, upon approval of the Chief, for absence due to the member's injury or illness and/or exposure to contagious disease which could be communicated to other employees, and for necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time.

When the member's presence is reasonably necessary, as determined by the Chief, members may use sick leave for absence due to the member's immediate family member's injury or illness. For qualifying reasons under the Family Medical Leave Act of 1993 (FMLA), members will be required to use accrued sick and vacation leave prior to being granted leave without pay.

Immediate family is defined for sick leave purposes as: current spouse, mother, father, child, step-child or other person who stands in place of a parent (loco parentis),.

Section 17.3 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 17.4 Sick Leave Verification At least one (1) hour before starting his/her shift for each day of absence, 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 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 Department form to justify the use of sick leave.

Section 17.5 Abuse of Sick Leave In the event that an employee is suspected of 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 own doctor at the employee's own expense, or other verification of illness or injury acceptable to the Chief, 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 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 absence was for reasons directly related to the treatment of his illness or injury.
- B. Any employee who is suspected of abusing sick leave shall be confronted with such suspicion by his supervisor and given an opportunity to explain his 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 17.6 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 layoff or leave.

Section 17.7 Conversion of Sick Leave Upon retirement or separation, in good standing, after five years of 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 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) ó (4) are met, the maximum conversion of accrued but unused sick leave upon retirement or separation in good standing shall be:
- a) for employees hired on or after January 1, 1999, one third (1/3) of accrued, unused sick leave to a maximum value of 320 hours (or 1/3 of 960 hours maximum);
 - b) for employees hired before January 1, 1999, one-third (1/3) of accrued, unused sick leave to a maximum value of 400 hours (or 1/3 of 1200 hours maximum).

Section 17.8 Annual Conversion Employees may convert one (1) sick day to one (1) personal leave day one time per calendar year at the request of the employee.

ARTICLE 18 OTHER LEAVES

Section 18.1 Bereavement Leave In the event of the death of a member's mother, father, sister, brother, aunt, uncle, current spouse, child, current step children, grandchildren, or person who serves in loco parentis, the member shall be granted up to three (3) working days with pay to attend the funeral.

The Village may request proof of death and of the relationship in question.

Subject to the approval of the Chief, the member may use up to one (1) additional day of sick leave for a death of the above listed relative occurring in the State, and up to three (3) days additional sick leave for a death of the above listed relative occurring out of state.

Section 18.2 Jury Duty Leave An employee, while serving upon a jury in any court of record, will be paid his regular salary for each of his workdays during the period of time so served. Upon receipt of payment for jury service, the employee shall submit jury duty fees to the Chief who will then deposit such funds with the Village.

Section 18.3 Injury Leave An employee that is injured on duty shall, in the sole discretion of the Chief, 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 Chief, upon approval of the Village Manager may extend this injury leave up to forty (40) calendar days from the date of injury.

ARTICLE 19 LEAVES OF ABSENCE/MILITARY LEAVE

Section 19.1 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. Employees shall not accrue paid leaves, such as sick or vacation leaves, while on an unpaid status.

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 agency functions may proceed properly.

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.

Section 19.2 Military Leave Military leave shall be provided to employees in a manner consistent with federal and state laws governing military leave usage.

ARTICLE 20 MEDICAL EXAMINATIONS

Section 20.1 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 Chief or the designee. Examinations may be either periodic or as the Employer may require. If found not qualified, the employee may request available sick or vacation leave or FMLA leave. The total of the leaves, paid and/or unpaid, may be up to 12 weeks, or longer at the discretion of the Village. For use of sick leave, vacation leave or FMLA leave, the employee must provide medical documentation substantiating use of the leave,

Section 20.2 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 position and assignment.

Section 20.3 Inability To Perform If an employee, after a medical examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible) or the Village may disability separate the employee if it is determined the employee will not be able to perform the duties of their position. 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 20.4 Return Employees requesting return from disability separation or leave must submit documentation of their ability to perform the material and substantial duties of their classifications. The Employer may request an examination prior to return to work.

Section 20.5 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 position. If the employee disagrees with said determination he may be examined by a physician of his choice at his 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 20.6 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 21

HEALTH INSURANCE

Section 21.1 Medical Insurance The Employer shall offer group medical insurance coverage for each employee in the classified services of the Village. 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 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 Insurance Plan shall not be deemed a modification of coverage.

Section 21.2 Eligibility Members 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 22

UNIFORMS

The Village shall furnish the basic uniforms and equipment for all employees as currently issued or modified by the Chief. Any uniform items or equipment which an employee purchases must comply with the Department Rules and Regulations. All uniforms, clothing and equipment issued by the Village shall remain the property of the Village and shall be returned when the employee leaves employment of the Department. Those uniform items and/or equipment which employees purchase shall remain the property of the employee when the employee leaves employment of the Department. Failure to return any Village issued items shall result in the value of the missing items being withheld from the employee's separation pay or a status of "Not in Good Standing" in their personnel file. The Village shall determine the supplier of uniforms and equipment and the standards for maintenance, repair and replacement. Employees shall be responsible to abide by all rules and regulations regarding the care and maintenance of all Village-issued uniforms, clothing, and equipment of the Village.

ARTICLE 23 WAGES

Section 23.1 Wage Scales The wage rates for employees are set forth in the Appendix to this Agreement.

Section 23.2 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 in law enforcement and if the new employee possesses a degree in law enforcement.

Section 23.3 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 24 CIVIL SERVICE LAW, ENTIRE AGREEMENT, AND NEGOTIATIONS

SUBSEQUENT

Section 24.1 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 R.C. §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.

Section 24.2 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 24.3 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, unless the parties mutually agree to vary said procedure during negotiations for a successor agreement.

ARTICLE 25

DURATION AND EXECUTION

Section 25.1 Duration The provisions of this Agreement unless otherwise provided for herein, shall become effective on January 1, 2016 and shall remain in full force and effect until 11:59 p.m., on December 31, 2018.

Section 25.2 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 25.3 Signatures In witness whereof, the parties have executed this Agreement as of the 4th day of January, 2016 in Granville, Ohio.

FOR THE FOP/OLC:

FOR THE VILLAGE OF GRANVILLE:

Brenda Goheen, FOP/OLC
Staff Representative

Steven Stilwell
Village Manager

Officer Shawn M. Wilson
Patrol Officersø Bargaining Team Member

Carie Kraner, Finance Director

Justin Woodyard
Patrol Officersø Bargaining Team Member

Police Chief William Caskey

Sergeant Keith Blackledge
Sergeantø Bargaining Team Member

Jonathan J. Downes, Village Labor Counsel

Wage Scale - Granville Sergeants and Police Officers

January, 2016 - 1.5% Across Board Increase, Allow Step Increases, Delete Uncertified Officer, Delete 2015 Step A

Step Years	A	B	C	D	E	F	G	H
	1	2	3	4	5	6&7	8&9	10
Police Officer	\$16.11	\$17.03	\$18.01	\$19.03	\$20.10	\$21.22	\$22.43	\$24.18
	\$33,509	\$35,422	\$37,461	\$39,582	\$41,808	\$44,138	\$46,654	\$50,294
Police Officer with Degree	\$17.76	\$18.70	\$19.67	\$20.69	\$21.76	\$22.88	\$24.10	\$25.84
	\$36,941	\$38,896	\$40,914	\$43,035	\$45,261	\$47,590	\$50,128	\$53,747
Sergeant 15% Above Top Officer Pay								\$29.72
								\$61,818

January, 2017 - 1.5% Across Board Increase, Allow Step Increases

Step Years	A	B	C	D	E	F	G	H
	1	2	3	4	5	6&7	8&9	10
Police Officer	\$16.35	\$17.29	\$18.28	\$19.32	\$20.40	\$21.54	\$22.77	\$24.54
	\$34,008	\$35,963	\$38,022	\$40,186	\$42,432	\$44,803	\$47,362	\$51,043
Police Officer with Degree	\$18.03	\$18.98	\$19.97	\$21.00	\$22.09	\$23.22	\$24.46	\$26.23
	\$37,502	\$39,478	\$41,538	\$43,680	\$45,947	\$48,298	\$50,877	\$54,558
Sergeant 15% Above Top Officer Pay								\$30.16
								\$62,733

January, 2018 - 2% Across Board Increase, Allow Step Increases

Step Years	A	B	C	D	E	F	G	H
	1	2	3	4	5	6&7	8&9	10
Police Officer	\$16.68	\$17.63	\$18.64	\$19.70	\$20.81	\$21.97	\$23.22	\$25.03
	\$34,694	\$36,670	\$38,771	\$40,976	\$43,285	\$45,698	\$48,298	\$52,062
Police Officer with Degree	\$18.39	\$19.36	\$20.37	\$21.42	\$22.53	\$23.69	\$24.95	\$26.75
	\$38,251	\$40,269	\$42,370	\$44,554	\$46,862	\$49,275	\$51,896	\$55,640
Sergeant 15% Above Top Officer Pay								\$30.76
								\$64,002

Notes:

1. Initial step placement will be based on length of service (years) as a police officer with the Village of Granville.
2. Officer in "Police Officer" classification will immediately advance to "Police Officer with Degree" classification (same step) upon completion of police-related degree.
3. Annual equivalent is based on 2080 hours.