12-MED-08-0737
1660-06
K29701
04/30/2013

AGREEMENT

BETWEEN

CITY OF TROY, OHIO

AND

FOP/OLC - CAPTAINS

January 1, 2013 - December 31, 2015

TABLE OF CONTENTS

TABLE OF CONTENTS i

PREAMBLE 1

ARTICLE 1. UNION RECOGNITION/COOPERATION 1

ARTICLE 2. SEVERABILITY 2

ARTICLE 3. WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS 2

ARTICLE 4. WAIVER IN CASE OF EMERGENCY 2

ARTICLE 5. NON-DISCRIMINATION 3

ARTICLE 6. MANAGEMENT RIGHTS 3

ARTICLE 7. WORK RULES 4

ARTICLE 8. NO STRIKE/NO LOCKOUT 4

ARTICLE 9. PROBATIONARY PERIOD 5

ARTICLE 10. SENIORITY 5

ARTICLE 11. LAYOFF AND RECALL 6

ARTICLE 12. POSTING/PROMOTIONS 7

ARTICLE 13. BULLETIN BOARDS 8

ARTICLE 14. POSITION DESCRIPTIONS 8

ARTICLE 15. PERSONNEL FILES 9

ARTICLE 16. PERFORMANCE EVALUATIONS 9

ARTICLE 17. HEALTH AND SAFETY 9

ARTICLE 18. LABOR/MANAGEMENT MEETINGS 10

ARTICLE 19. UNION BUSINESS 11

ARTICLE 20. UNION DUES CHECKOFF 12

ARTICLE 21. HOURS OF WORK/OVERTIME 12

ARTICLE 22. CALL-IN PAY 13
ARTICLE 23. SICK LEAVE 13
ARTICLE 24. SICK LEAVE CONVERSION UPON SEPARATION 16
ARTICLE 25. HOLIDAYS 16
ARTICLE 26. VACATION 17
ARTICLE 27. MILITARY LEAVE 18
ARTICLE 28. COURT LEAVE 19
ARTICLE 29. FUNERAL LEAVE 20
ARTICLE 30. DUTY INJURY LEAVE 20
ARTICLE 31. LEAVE WITHOUT PAY 22
ARTICLE 32. DISCIPLINE 22
ARTICLE 33. GRIEVANCE PROCEDURE 23
ARTICLE 34. MEDICAL AND LIFE INSURANCE COVERAGE 25
ARTICLE 35. UNIFORM/EQUIPMENT ALLOWANCE 27
ARTICLE 36. WAGES 28
ARTICLE 37. LONGEVITY 28
ARTICLE 38. DRUG TESTING 28
ARTICLE 39. EDUCATION INCENTIVE 32
ARTICLE 40. DURATION 34

PREAMBLE

This Agreement, entered into by the City of Troy, referred to as the "City" and Fraternal Order of Police, Ohio Labor Council, Captains, hereinafter referred to as the "Union", has as its purpose the following:

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

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

ARTICLE 1
UNION RECOGNITION/COOPERATION

Section 1.1. The City recognizes the Union as the sole and exclusive bargaining representative for all Captains of the Troy Police Department (00-REP-06-0131), but excluding: All other employees.

Jurisdictional disputes between employees covered by this agreement and employees outside the coverage of this Agreement or Unions claiming to represent employees outside this Agreement shall not be subject to arbitration in spite of any language in this Agreement. This is not intended to deprive any court of jurisdiction, in a proper case, over such jurisdictional disputes where it is claimed that this Agreement has been violated.

This Section is solely for the purpose of granting exclusive recognition and defining the coverage of this Agreement, and nothing else is intended or is to be inferred from this Section.

Section 1.2. The City, the Union and each employee covered by this Agreement will cooperate to achieve better understanding, friendly adjustment of differences, to provide uninterrupted service to those served by the City and to do so with the highest quality and efficiency. It is intended that this Agreement benefit those served by the City.

The City, the Union, and the employees will give their best efforts to serve the citizens of the City and the public in general, to assure the proper and uninterrupted providing of services of the City and to do so with efficiency, courtesy and mutual respect.

ARTICLE 2
SEVERABILITY

Section 2.1. If 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. The parties shall meet at mutually agreeable times to discuss a lawful provision on the same subject matter, if practicable.

ARTICLE 3
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 3.1. Any Civil Service Law, Ordinance or regulation, state or local, which conflicts with this Agreement is void as it affects this bargaining unit.

Section 3.2. Any Civil Service Law, Ordinance, or regulation, state or local, which covers an item covered by this Agreement is void as it affects this bargaining unit.

Section 3.3. The grievance and arbitration procedures of this Agreement displace all Civil Service procedures, state and local and those Civil Service procedures are void as they affect this bargaining unit.

Section 3.4. All other rights created by Civil Service laws, Ordinances, or regulations, state or local, as they may be amended from time to time, which are neither covered by this Agreement nor in conflict with this Agreement will be in effect for this bargaining unit.

ARTICLE 4
WAIVER IN CASE OF EMERGENCY

Section 4.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, Mayor of the City of Troy, or the Federal or State Legislature, as an act of God or civil disorder, the following conditions of the Agreement may automatically be suspended by the City for the term of the emergency only.

A. Time limits for the City's or the Union's replies on grievances.

B. Work rules and/or agreements and practices relating to the assignment of employees.

Section 4.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they had properly progressed.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1. The City will not restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 5.2. The Union will not interfere with the rights of employees not to become members of the Union, and there shall be no discriminatory treatment or restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 5.3. The City, the Union, and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, unionization, age, disability, or for filing a Workers' Compensation claim.

Section 5.4. The City may take appropriate action, including changing position duties and equipment, where necessary to comply with the Americans with Disabilities Act or to remove doubts about compliance with that Act. The Union and each employee will cooperate with the City in carrying this out.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1. The management and direction of the affairs of the City, including the control of its buildings, plants and equipment are retained by the City. This includes, but is by no means limited to, the selection, transfer, assignment, promotion, demotion, discipline in accordance with this Agreement, layoff and termination of employees; securing of the revenues of the City; the exercise of all functions of government granted to the City by the Constitution and statutes of the State of Ohio and any City Charter; the determination from time to time as to what services the City shall perform; and to determine the size and composition of the work force and the tools, equipment, machinery and methods to be used. All management rights are retained by the City except to the extent this Agreement specifically provides to the contrary.

Section 6.2. This Article and any other provision in this Agreement relating to management rights are solely intended to supplement the rights set forth in Sec. 4117.08 of the Revised Code. This article does not constitute bargaining about any of the rights set forth in 4117.08 and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that section.

ARTICLE 7
WORK RULES

Section 7.1. The City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies and regulations consistent with the City's authority to regulate the personal conduct of employees, and the conduct of the City's services and programs, such shall include the Troy Police Department Manual of Policy and Procedures. A current printed copy of the Troy Police Department Manual of Policy and Procedures will be located in the department in such a way that it is available to all personnel at all times. This manual will be updated as rules, etc. change or are added to.

Section 7.2. No existing work rules, policies, or regulations nor those to be established in the future shall violate any expressed terms of this Agreement or Ohio Revised Code Section 4117.

Section 7.3. Employees or the Union shall have the right to grieve work rules, policies, or regulations which violate the expressed terms of this Agreement.

Section 7.4. Any additions or amendments to the work rules, policies or regulations, shall be reduced to writing and posted on the department bulletin board for a period of five (5) working days. Such posting shall constitute notification to all employees and the Union. A copy of any new or amended work rule, policy or regulation will be provided to the local Union President.

Section 7.5. Employees shall comply with all work rules, regulations, and policies.

ARTICLE 8
NO STRIKE/NO LOCKOUT

Section 8.1. There will be no strikes of any kind, including sympathetic strikes, during this Agreement, whether for foreseeable for unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing, or any other concerted activity, or attempted concerted activity, which would interrupt or limit the performance of service. Informational picketing is allowed as long as it does not attempt to or does not create a work stoppage or slowdown. Neither the Union nor any employee will encourage, authorize, participate in, or condone any strike.

Section 8.2. The Union will use its best efforts to prevent any violation of this Section and to terminate any violation, should one occur. If a violation of this Section occurs, the Union will publicly denounce the strike, and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

Section 8.3. The City shall have the right to discharge, demote, suspend, or in place of suspension to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance procedure, but the discipline imposed shall not be overturned unless the employee is found innocent of the alleged violation.

Section 8.4. In the event of a claim by the City of a violation of this Section, written or telegraphic notice shall be given to the Union. The City may seek appropriate court relief or may at its option request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to that Association, or as soon after that as possible. The parties may not file and arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing and to request post-hearing briefs with respect to the issue of damages.

Section 8.5. The City agrees that it will not lock out or prevent employees from performing their regularly scheduled duties.

ARTICLE 9
PROBATIONARY PERIOD

Section 9.1. Any newly promoted employee shall be subject to a one (1) year probationary period. Such employee shall be returned to his former position, or a similar position, when in the judgment of the City, the employee's fitness and/or quality of work are not such to merit continuation in the higher level position. Such action shall not be considered disciplinary nor shall it eliminate the employee from consideration for later advancement. No additional probationary period is required following such a demotion. If a probationary employee is on leave for more than three calendar weeks at one time, the employee's probation period will be extended for the same amount of time that the leave exceeds three calendar weeks.

ARTICLE 10
SENIORITY

Section 10.1. Except as otherwise provided herein, seniority shall be an employee's uninterrupted length of continuous full-time service with the Troy Police Department commencing with the employee's last date of hire. For the purpose of layoff and recall classification seniority will prevail. Classification seniority shall be an employee's total length of service within the classifications of Captain. If two (2) or more employees are promoted on the same date, the employee with departmental seniority shall be considered as having the most classification seniority.

Section 10.2. No seniority shall accrue during periods of unpaid leave.

Section 10.3. Seniority shall be terminated when an employee:

A. Resigns or retires;

B. Is discharged for just cause;

C. Is laid off or is absent for a period equal to his bargaining unit seniority at the time of layoff or three (3) years, whichever is less;

D. Fails to report to work within twenty one (21) calendar days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's record;

E. Fails to return to work after the expiration of leave of absence.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1. When the employer determines that layoff is necessary, because of lack of work, lack of funds, or job abolishment, the City shall notify the affected employees five (5) days in advance of the effective date of the layoff. The City, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 11.2. The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, as stipulated in Article 10, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off, provided that the employee retained or recalled must have the needed skills and performance to do the job that must be done, and further provides that the City need not retain or recall a lesser skilled employee.

Section 11.3. Employees who are laid off shall be placed on a recall list for a period of three (3) years or a period equal to his departmental seniority, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification.

Section 11.4. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. A copy will be provided to the President of the Union. The employee shall have seven (7) days from the date of the receipt of that mailing to notify the City of his intent and shall have twenty one (21) calendar days to report to work following receipt of City's notice.

Section 11.5. A laid-off employee due to a reduction in the work-force, or whose position is being abolished and who possesses the immediate skills, abilities and certifications or licenses required to perform and hold a position in another police classification and such employee is in a higher classification, may bump a less senior employee in the lower classification.

ARTICLE 12
POSTING/PROMOTIONS

Section 12.1. The City will post all job announcements for positions within the Department.

Section 12.2. In making promotions to Chief, the City shall use an assessment center to evaluate the applicants and to determine the rank order for promotion. Any statutes and Civil Service regulations inconsistent with this are amended to the extent necessary to carry this out. This overall score (prior to the addition of longevity points) will be made up of the following components:

> for Chief, the written examination will be 30%, the assessment center will be 65% and length of service as a Captain will be 5%.

Longevity points will be added to each candidate's score under the rules of the Troy Civil Service Commission. There will be no fail on the written examination and Assessment Center.

Section 12.3. The assessment center shall be conducted as a part of the procedures used by the Troy Civil Service Commission. The Commission shall also conduct a written examination. The Civil Service Commission shall use its rules and regulations in all respects not governed by this Agreement, and the appeal procedures shall be used as prescribed by law. All of the assessors shall be professional police officers, shall be from outside the department, and shall be part of a department more than 35 miles from Troy. The standards for assessment center operations shall be analogous to those used by police assessment centers, to the extent applicable and practical. Each candidate shall have the opportunity to review with the assessors their evaluation of the candidate. The management of the City and of the Police Department shall have no role in assessing individual candidates for assessment center purposes, but shall be consulted in establishing the substance to be covered in the assessment center.

Section 12.4. A list of study material for the Civil Service written examination will be provided to the Union. Any written examination given during the life of this contract will be based on the study materials identified on this list. No written exam will be given before thirty (30) days after the list is provided to the Union.

ARTICLE 13
BULLETIN BOARDS

Section 13.1. The City shall provide space for a Union bulletin board within each station. This bulletin board shall be used for the purpose of posting proper Union notices. Union notices relating to the following matters may be posted without the necessity of receiving the City's prior approval:

A. Union recreational and social affairs;

B. Notice of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Results of Union elections;

F. Reports of non-political standing committees and independent arms of the Union; and

G. Non-political publications, rulings or policies of the Union.

Section 13.2. All other notices of any kind not covered by A through G above must receive prior approval of the Chief or his designated representative.

Section 13.3. No Union related materials of any kind may be posted anywhere in the City's facilities or on the City's equipment except on the bulletin board designated for use by the Union.

Section 13.4. At no time shall any material be placed upon the bulletin boards that is derogatory to City or Police Administration.

Section 13.5. Upon request of the Chief or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article. Refusal to remove said material will subject the employee to disciplinary action by the City.

ARTICLE 14
POSITION DESCRIPTIONS

Section 14.1. The City maintains the right to modify or determine changes and to create new position descriptions as required for the department.

Section 14.2. The City agrees to negotiate with the Union, pay rates for a new position or for an existing position where the revised job description substantially increases the duties and/or responsibilities of the position.

Section 14.3. If no agreement is reached within 30 calendar days under 14.2, the wage rate last provided by the City during that period will become permanent for the life of this Agreement.

ARTICLE 15
PERSONNEL FILES

Section 15.1. Each employee may inspect his personnel file maintained by the City at any reasonable time upon submitting a request. Upon request, he shall receive a copy of any documents contained therein at a cost of five cents ($.05) per copy after the first fifteen (15) copies. An employee shall be entitled to have a representative of his choice accompany him during such reviews. A City representative shall also be present during such reviews.

Section 15.2. The employee shall be granted the opportunity to place a statement of rebuttal or explanation in his file.

Section 15.3. All actions of record including disciplinary actions shall be maintained by the City. Materials placed in the employee's disciplinary file which are written reprimands more than 2 years old, and disciplinary actions with more severe penalties more than 5 years old, will not be considered for purposes of disciplinary actions, except as to those disciplinary actions which may show patterns of similar misconduct.

ARTICLE 16
PERFORMANCE EVALUATIONS

Section 16.1. Employees of the City shall have their performance evaluated, in accordance with Troy Civil Service and department rules.

Section 16.2. When an employee is evaluated on his performance, the employee shall be given an opportunity to examine the performance evaluation; and to discuss it with his supervisor. The employee shall sign the evaluation form, and attach any relevant documents to the form. The signature does not indicate agreement with the evaluation. The employee shall be given a copy of the performance evaluation. A copy, with any relevant attachment, shall be placed in the employee's official personnel file. Violations of the procedures contained herein are subject to the grievance procedure, however, the rating determined by the employer is not a proper subject for the grievance procedure.

ARTICLE 17
HEALTH AND SAFETY

Section 17.1. The City will maintain provisions for the health and safety of its employees as required by applicable law and policy. The Union and all employees will cooperate with the City on all matters pertaining to health and safety.

Section 17.2. It is the duty of all employees to use appropriate safety equipment and to follow all safety rules and safe working standards. Failure to do so will be subject to disciplinary action.

Section 17.3. The City may require an employee to undergo an examination by, and to receive the approval of, a physician or other licensed examiner (medical or psychological) selected by the City before being permitted to return to work or to remain on leave. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 17.4. In the interest of health, safety, or job performance, the City may, with cause, require an examination of an employee by a physician or other licensed examiner (medical or psychological) selected by the City. If the examination determines that the employee's condition jeopardizes his health or safety or that of other employees, or his job performance, the City may relieve the employee from active employment. If such examination is required, it shall be paid by the City. The employee will not lose any regular straight time pay he would have otherwise received as a result of the time reasonably spent in attending the examination.

Section 17.5. The City may require an employee to provide it authorization for release of his records and information about his status as part of an examination under this Article or in connection with any claim against the City.

Section 17.6. In any dispute as to an employee's condition, mental or physical, the following procedure will apply exclusively. The findings of the doctor or other licensed examiner (medical or psychological) selected by the City will be accepted, unless the employee timely chooses to consult his own doctor or other licensed examiner. If the doctors or other examiners disagree, and the employee wishes to contest the findings of the City doctor or licensed examiner, he may have the question raised to a third doctor or examiner mutually agreed upon by the City's and employee's doctor or examiner. The City and the employee will make all relevant materials available to the third doctor or examiner, including all medical records. The findings of the third doctor or examiner will be final and binding and his cost will be divided equally by the City and the employee.

ARTICLE 18
LABOR/MANAGEMENT MEETINGS

Section 18.1. In the interest of sound employee relations, a joint committee not to exceed six (6), half of whom shall represent the City and half of whom shall represent the Union, will convene from time to time for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this Agreement.

Section 18.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting, and the

names of those Union representatives who will be attending. The purpose of such meeting shall be to, but not limited to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the City which affect bargaining unit employees;

C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and to improve efficiency; and

F. Consider and discuss safety matters relating to employees.

Section 18.3. Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.

Section 18.4. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 19
UNION BUSINESS

Section 19.1. The City shall recognize the union officers for purposes of representation of employees within the bargaining unit as specifically outlined in this Agreement. In the absence of the regular steward, the Local Union President may provide representation.

Section 19.2. The writing, investigating, and processing of grievances shall normally be on non-work time. An exception may be granted by the Chief or designee (in writing) if the activities do not impact on the operation of the City. If a grievance or disciplinary hearing is held during the employee's working hours the employee nor the steward shall not suffer any loss in pay while attending such hearing.

Section 19.3. The Union shall provide the City an official roster of its local officers, assigned Union Staff Representatives and stewards, which is to be kept current at all times by the Union and shall include the following:

1. Name

2. Work unit

3. Union position held

4. Work address and phone number of non-employee representatives

The City need not recognize any Union representative until the Union has presented the City with proper written notice of that person's selection.

Section 19.4. No representative of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

Section 19.5. The City will notify the Local Union President of all appointments of new employees to any bargaining unit positions and of any changes in bargaining unit employees' classifications or pay ranges.

ARTICLE 20
UNION DUES CHECKOFF

Section 20.1. The City will checkoff from the wages of employees for the payment of uniform dues to the Union, upon presentation of a written authorization individually and voluntarily completed and executed by any Union member, revocable upon written notice to the City.

Section 20.2. The City will not honor any checkoff authorization executed by any employee in the bargaining unit covered by this Agreement in favor of any labor organization or quasi-labor organization other than the Union.

Section 20.3. The City shall transmit to the Association and the Ohio Labor Council, Inc. (OLC) uniform dues for each officer who voluntarily authorizes the checkoff in writing, signs it and delivers it to the City. The authorization may be revoked at any time by a written revocation signed by the officer and delivered to the City.

Section 20.4. The Union will indemnify and save the City harmless against any and all claims that shall arise out of or by reason or action taken by the City in reliance upon any "Payroll Deduction Authorization" cards submitted by the Union to the City, or otherwise attempting in good faith to carry out the terms of this paragraph.

ARTICLE 21
HOURS OF WORK/OVERTIME

Section 21.1. This Article is intended to define the normal hours of work per week in effect at the time of execution of the Agreement. Nothing contained herein shall be construed as preventing the City 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 21.2. The straight time regular schedule shall not average more than 40 hours weekly (that is, 2,080 hours yearly). All time worked over 40 hours per week will be paid at time and one half the regular rate. For the purpose of this Section, time worked shall mean all hours on pay status.

Section 21.3. The employee may elect to take up to one hundred and twenty (120) hours of compensatory time instead of pay for overtime; such compensatory time shall be earned at the same rate as regular overtime 1 ½ times the hours worked. All time off requests under this section shall be at the discretion of the Chief or his designee, utilizing the City of Troy Leave Form.

ARTICLE 22
CALL-IN PAY

Section 22.1. An employee required by the City to work at a time outside of his regularly scheduled shift and such time is not contiguous to his normally scheduled shift shall be guaranteed a minimum of three (3) hours pay.

Section 22.2. Such work as in Section 22.1 shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 22.3. If such time is contiguous to an employee's regularly scheduled shift such time shall be calculated as hours of work only and be subject to overtime as provided for in Article 21 - Hours of Work and Overtime.

ARTICLE 23
SICK LEAVE

Section 23.1. An employee may be granted sick leave for absences resulting from illness as described below, provided he complies with the other provisions of this article. Sick leave shall accrue at the rate of 4.6 hour per bi-weekly pay period.

Section 23.2. Sick leave may be granted for the following reasons:

1. Illness, injury or pregnancy-related condition of the employee or a member of his immediate family.

2. Exposure of employee or a member of his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

3. Required medical examinations or treatment of employee or a member of his immediate family which cannot be scheduled during the employee's non-working hours.

For purposes of this policy, the "immediate family" is defined as: relatives residing in the employee's household as family members, dependent children, and the employee's parents and/or step parents.

Section 23.3. The City shall, at its discretion, investigate any employee's absence.

Section 23.4. The City may require satisfactory medical evidence for the allowance of leave due to sickness or injury in any of the following cases:

1. Absence of more than three days.

2. A significant number of employees have requested sick leave on the same date.

3. There is evidence of abuse of sick leave such as frequently recurring one or two day absences or conduct during the sick leave which seems inconsistent with the sickness claimed.

The City may also request satisfactory medical evidence before an employee returns to work after an illness of more than two weeks, an injury, or following exposure to a contagious disease. The City may also require an employee to be examined by a physician selected by the City, at the City's expense.

Section 23.5. Sick leave shall be charged in minimum increments of not less than one (1) hour. Sick leave shall be deducted at actual time.

Section 23.6. Employees absent on sick leave shall be paid at their regular rate of pay, to the extent the employee has sick leave available.

Section 23.7. An employee requesting sick leave shall be required to report off in accordance with the provisions of this Article, unless emergency conditions make it impossible. Failure to do so may result in denial of sick leave for the period of absence.

Section 23.8. When sick leave is exhausted, vacation leave may be used upon request of the employee and approval of the City. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the City, be granted a personal leave of absence without pay for a period not to exceed six months. Illnesses exceeding six months will qualify for a Disability Separation.

Section 23.9. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action.

Section 23.10. Altering a physician's certificate, obtaining or submitting fraudulent certificates or falsification of a written, signed statement shall be grounds for immediate dismissal.

Section 23.11. An employee requesting sick leave for the purpose of medical examinations shall provide written notification to the City as far in advance as possible but not less than twenty four hours prior to the appointment. An employee requesting sick leave approval for other purposes shall inform the supervisor as soon as possible before his scheduled starting time.

Section 23.12. The City may deny a sick leave application if the investigation discloses facts inconsistent with the proper use of sick leave.

Section 23.13. If an employee fails or refuses to file a required physician's certificate or fails to comply with any other provisions of this Article, he shall not be paid for sick leave. Disciplinary action may also result for any refusal or failure to file a required physician's certificate.

If sick leave is disapproved, then the employee shall be informed of the reasons and notified that the day of absence will be considered absence without leave or pay.

Section 23.14. Employees of the City shall be entitled to donate sick leave to a terminally ill employee who has exhausted all paid leave in accordance with the provisions of the Codified Ordinances.

Section 23.15. An employee may convert three days sick leave for one bonus vacation day (8 hours or 8-1/2 hours depending on the employee's schedule) provided that accrued sick leave of over 960 hours is maintained and no more than five days bonus vacation may be converted in one year.

Section 23.16. The City will comply with the Family Medical Leave Act (FMLA) and the City of Troy FMLA Policy. The Union and each employee will cooperate and see that high standards of attendance are maintained and that FMLA leave is not abused through falsification or otherwise. The City will require an employee to use available paid leave, including sick leave while on FMLA leave. If the employee accepts employment elsewhere without consent of the City while on FMLA leave, he will be subject to discipline, up to and including discharge. The City shall require certification as permitted by FMLA. A position is restored when an employee returns from leave.

Section 23.17. Employees transferring within the City do not lose accrued sick leave.

Section 23.18. An employee temporarily disabled due to an illness, injury or surgical procedure which is not related to a duty injury, shall have an option for restructured duty under the same guidelines in Section 30.5.

ARTICLE 24
SICK LEAVE CONVERSION UPON SEPARATION

Section 24.1. In the event of separation due to death, retirement under the applicable State pension law with an immediate pension, job abolishment or at least twenty five (25) years of service credited under the state pension plan and at least attained the age of forty six (46), shall receive severance pay equal to his accrued unused sick leave up to a maximum of 1,040 hours, at his then current rate of pay.

Section 24.2. For accumulated sick leave over 1,040 to 2,080 accumulated sick leave hours (a second 1,040 hours), such hours will be paid at $2.75 per hour.

Section 24.3. "Job abolishment", as used in this section, means termination of employment by the City due to a position abolishment coupled with a failure of the City to offer such terminated employee a new position with the City, which new position has a base wage equal to or greater than the base wage of the abolished position.

ARTICLE 25
HOLIDAYS

Section 25.1. All full-time employees shall receive eight (8) hours holiday pay for each of the following scheduled holidays:

New Years Day	(January 1)
Martin Luther King Day	(3rd Monday in January)
President's Day	(3rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	
Christmas Eve	(December 24th)
Christmas Day	(December 25th)
Three (3) Personal Days	(floating holidays)

When a holiday falls on a Saturday, the holiday will be granted on the preceding Friday; when the holiday falls on a Sunday, the holiday will be granted on the next Monday. December 26 may be scheduled as a holiday in place of Christmas Eve, in years when Christmas falls on a Thursday. The employee's personal days shall be used as floating holidays, to be taken within 12 months of January 1st, and the employee must schedule them in the same manner as vacation.

Section 25.2. To qualify for holiday pay, an officer shall be on a pay, vacation, or sick leave status both the day before and the day after the holiday, with scheduled days off

excepted. Captains must make up non-worked holidays as agreed upon by the Chief of Police.

Section 25.3. Employees who are on a 7 day work period must work the holiday or make up an equal number of hours for the holiday in accordance with the Fair Labor Standards Act in order to receive the holiday pay. Employees entitled to receive holiday pay shall be paid for an 8 hour work day for each holiday, including personal days. This will be paid at the then current hourly rate of pay. Such holiday pay shall not be payable until December of each year and shall be paid on or before December 15th.

ARTICLE 26
VACATION

Section 26.1. Employees are eligible for paid vacation leave as follows:

YEARS OF SERVICE	EMPLOYEE IS ENTITLED TO	RATE OF ACCRUAL
After 1 year	2 weeks vacation	3.1 hours per pay period
After 8 years	3 weeks vacation	4.6 hours per pay period
After 15 years	4 weeks vacation	6.2 hours per pay period
After 24 years	5 weeks vacation	7.7 hours per pay period

Employees hired after 1/1/92 shall be entitled only to credit for previous years of service with the City of Troy, Ohio for purposes of vacation accrual.

Section 26.2. Vacation is to be taken in minimum units of one hour and the request must be submitted to the employer in accordance with the following:

During the month of January of each year, the employer will accept all vacation requests and will approve these on a seniority basis. Following January, all vacation requests of three (3) days or more must be scheduled at least 14 days prior to the first day of vacation, but no more than 30 days prior to the first day of vacation. The City will then assign vacations on a first come first served basis, so long as it fits the operational requirements of the department. Vacation requests of less than three days must be scheduled with the employer one (1) workday prior to the first day of vacation.

Section 26.3. Time limits in Section 26.2 of this Article may be waived by the Chief of Police.

Section 26.4. An employee requesting non pre-scheduled vacation time must submit his written request to the Supervisor at least one (1) workday prior to commencement of such vacation. This provision may be waived by the Chief.

Section 26.5. Employees may request vacation in one (1) day units, except as required by Section 26.2.

Section 26.6. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for three years. Such excess vacation leave shall be eliminated from the employee's vacation leave.

Section 26.7. Additional vacation leave is not accrued as a result of the accumulation of paid overtime.

Section 26.8. Employees with one or more years of service who resign or retire are entitled to compensation at their current rate of pay for any earned but unused vacation leave.

Section 26.9. Vacation credits are not earned while on a non-paid status, including military call-up.

Section 26.10. Only employees who have prior service with a political entity of the State of Ohio may utilize accrued vacation within the first year of service.

ARTICLE 27
MILITARY LEAVE

Section 27.1. The City shall grant a leave of absence, without pay, to an employee who enters active service in the Armed Forces of the United States and subsequent reemployment rights in accordance with existing law.

Section 27.2. An employee who is a member of a reserve military unit of the United States or a member of the Ohio National Guard, and who is in the military service for field training, or active duty, will be given necessary time off with pay for such training for a period not to exceed 31 days in any one calendar year. However, the maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

An employee shall be required to submit a copy of his orders with such requests for leave. The City shall, upon satisfactorily submitted evidence, pay the employee the difference between his military base pay and his normal pay in accordance with Chapter 141 of the Codified Ordinances of the City of Troy.

Section 27.3. An employee may at his discretion, use accrued vacation for purposes of Military Leave under Section 27.2. In such cases, all military pay is retained by the employee.

ARTICLE 28
COURT LEAVE

Section 28.1. Court Leave. An employee called for court jury duty during any portion of his regularly scheduled working day, may choose to be compensated in one of the following ways:

1. The employee may choose to receive his regular salary or wage for such time and turn over to the City all compensation received from the court.

2. The employee may choose to retain all monies received as compensation for court service and waive his regular salary or wage or the employee may elect to take a day of vacation.

The City may require satisfactory evidence of service and payment.

Section 28.2. An employee must report for work following jury duty, if a reasonable amount of time remains during his scheduled workday.

Section 28.3. If an employee is called for court jury duty outside of his regularly scheduled working hours, all compensation for such court service shall be retained by the employee.

Section 28.4. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases in connection with personal matters. Such absences shall be considered as vacation leave and must be scheduled in advance, with the approval of the Chief or designee.

Section 28.5. Where an employee is subpoenaed to testify, or ordered by the court, whether on or off duty time, he shall at once notify the Chief, or his designate, providing full details, including date of court appearance, name and exact location of court involved, expected length of absence, and the name of the lawyer or court officer who has subpoenaed the employee or ordered his attendance. Call-in pay due to a subpoena or court order only applies when it is City-related. The employee will cooperate fully with the City to work out court appearance arrangements with the subpoenaing lawyer or court officer, so as to provide the least interruption and cost to the City, the most effective continuance of coverage for the City and its public, and notification to the City of any changes in the expected court appearance. Whenever an employee is released from the requirements of a subpoena or court-ordered attendance, he will return to work as soon as it is practicable, or as scheduled by the City, or upon his regular shift. Any fees the employee received or is entitled to receive will be deducted from the call-in pay or returned to the City.

Captains who continue on duty beyond their regular tour of duty at the request of the appropriate authority, shall be paid for the actual time worked in accordance with Article 21.

ARTICLE 29
FUNERAL LEAVE

Section 29.1. Funeral leave of two days (three days for parents, spouse, or child, including a step-child) shall be granted to all full time employees, with pay at the employee's regular straight-time pay for a full shift, in the event of a death in the employee's immediate family. The time off shall be within a consecutive period of four calendar days, one day of which shall include the day of the funeral.

Immediate Family - Immediate family means spouse, parent, step-parent, parent-in-law, brother, step-brother, sister, step-sister, child (including foster or step-child), grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian who stands in loco parentis, employee's designated grandparents or designated grandparents of employee's spouse. Each employee may only take funeral leave for a total of four grandparents and a total of four grandparents of employee's spouse during the term of employment. This may be natural or step-grandparents. Effective January 1, 1989, each employee must designate the name and relationship of the grandparents for which funeral leave will be taken in the future. Funeral leave for grandparents or grandparents-in-law previously deceased in past years must be deducted from the total number designated. Changes in designation due to a change in spouse will be accepted but the total number allowed during the term of employment shall in no event be more than eight.

Section 29.2. Funeral leave shall only be paid if such time of leave is during regularly scheduled shift.

ARTICLE 30
DUTY INJURY LEAVE

Section 30.1. All employees shall be entitled to Duty Injury Leave with full pay for a period of up to ninety (90) calendar days following the date of injury, disease, infestation, or exposure to a contagious disease. Only injuries that occur in the line of duty as a City employee, that result in an inability to perform assigned duties will be eligible for duty injury leave. An extension of thirty (30) additional days may be granted by council resolution. Once an employee has been cleared by a Physician to return to duty, an aggravation or re-injury which occurs while the employee is on duty and acting non-negligently in the line of duty, shall constitute a separate incident for the purpose of this Article. Such described injury shall warrant duty injury leave as described above.

Section 30.2. Duty Injury Leave shall only be granted following the proper filing of application for such, with all supporting documentation from a licensed physician. This

documentation shall describe the nature of the injury, the estimated time to return to duty and the extent of the disability.

Section 30.3. Before approving an application, the employer may require a separate medical examination by a licensed physician selected by the City and at the City's expense.

Section 30.4. Any employee making application for Duty Injury Leave, shall concurrently file a claim for Workers' Compensation. If the claim is rejected by the Bureau of Workers' Compensation, Industrial Commission or court, any duty injury time shall revert to sick leave or leave without pay when such rejection becomes final.

Section 30.5. A partially disabled employee may, at the City's option, if the physician's prognosis allows, perform limited duty. If such duty is available, the employee may be assigned such duty and Duty Injury Leave will be denied.

Section 30.6. When an employee is approved for Duty Injury Leave, he shall receive his regular full pay for the first two (2) weeks. Upon receipt of benefits from Workers' Compensation the employee shall sign over said benefit check for these two (2) weeks to the City Auditor. Following the first two (2) weeks the employee shall select one (1) of the following methods.

A. The eligible employee shall receive only the amount estimated to be the difference between his full pay based upon his regular work week and his anticipated benefits under the Workers' Compensation Law and upon final determination of such benefits, the City shall pay the eligible employee any amount due him for an underpayment of injury leave pay, and the eligible employee shall reimburse the City in an amount equal to any overpayment of injury leave pay. (It is the intention of this method to assure that the amount received by an employee from the City for injury leave pay and under Worker's Compensation Law, when considered in the aggregate, is not more than or less than the regular pay of such employee.) Under this method, while on injury leave, an employee shall not be charged with sick leave and shall not be eligible to draw additional pay for such leave.

B. The eligible employee shall be paid his full pay based on sick leave and/or vacation credited to such employee. When benefits are received from Worker's Compensation, the employee shall turn over such check to the City, at which time, his sick leave and/or vacation records shall be credited for the time so used. If the eligible employee should have his sick leave benefits and/or vacation benefits expire within the ninety-day period, the employee shall then be placed under subsection (A) hereof.

Section 30.7. Recognizing the issuance of temporary total disability benefits by the Bureau of Workers' Compensation for periods of time covered by duty injury leave

serves only to increase the expense to the City without providing any additional benefit to the employee, the parties agree that the City may elect to inform the Bureau of Workers' Compensation that an employee will receive full pay while on duty injury leave, so that temporary total disability benefits will not be issued for that period of time. If the City elects to do this, the provisions of Section 30.6 will not apply, and the employee will not be charged with sick leave for the period of duty injury leave. Any sick leave or vacation leave used by the employee in connection with the injury will be restored to the employee at the time the City elects to proceed under this section.

ARTICLE 31
LEAVE WITHOUT PAY

Section 31.1. An employee may be granted a leave of absence without pay for a maximum of six months for personal reasons. The leave may not be renewed or extended beyond six months. During this period the employee shall not receive insurance benefits and will be eligible for benefits only as required by C.O.B.R.A.

Section 31.2. The City will decide in each individual case if a leave of absence is to be granted. Advance approval is required. Except for emergencies, employees must request the leave sixty days prior to starting date of the leave.

Section 31.3. An employee may return to work before the leave expires if agreed to by the City.

Section 31.4. If an employee fails to return to work at the end of an approved leave, the Director may take appropriate disciplinary action.

Section 31.5. An employee returning from such leave will be returned to his former position, or a similar position if that position no longer exists. Any individual replacing the employee during the leave will be terminated upon the original employee's reinstatement. The terminated employee may be considered for other vacancies.

ARTICLE 32
DISCIPLINE

Section 32.1. (A) Disciplinary action shall be only for just cause, or violation of work rules, except as provided in Article 8. No action shall be taken in violation of state or federal law. State and federal law includes statutory law, common law and applicable governmental rules and regulations, and specifically includes intentional tort law and any other tort law.

Section 32.2. In determining appropriate discipline, the City shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. The provisions of 737.12 ORC shall apply.

Section 32.3. A suspended employee may use accrued paid leave, excluding sick leave, for absences caused by suspension until the Director of Public Service and Safety renders a decision. To the extent that the suspension is found to be without cause, the paid leave used for absences caused by the suspension will be restored to the employee's accrued paid leave balance.

ARTICLE 33
GRIEVANCE PROCEDURE

Section 33.1. A grievance is a claim that the City has violated a specific section of this Agreement. All grievances shall be handled exclusively as set forth in this section. Complaints that do not allege a violation of this Agreement may be taken through Steps 1 and 2 only, and are not subject to arbitration.

This procedure is to be used by either an individual or a group of Captains.

The aggrieved Captain is entitled to be represented throughout the following procedure by a spokesman of his choice. The spokesman need not be a Captain of the City.

Section 33.2.

Step 1. Whenever a Captain has a grievance it should be presented in writing to the Chief of Police. To be arbitrable, a grievance must be brought to the attention of the immediate supervisor within 10 calendar days of the event complained of. Where the employee does not immediately have knowledge of the event complained of, through no fault of his own, the grievance may be brought up within 10 days of the date he learns of the event, but in no case more than 30 calendar days after the event itself. The Chief of Police shall give his answer within 10 calendar days after the grievance is brought.

If, upon receiving the decision of the Chief, the Captain feels that the matter has not been fairly resolved, then:

Section 33.3.

Step 2. The Captain shall request through the Chief a meeting with the Director of Public Service and Safety. At this point, the request for a meeting with the Director of Public Service and Safety shall be to the Chief and shall be made in writing setting forth specifically and clearly the nature of the issue to be discussed and resolved. The appeal to Step 2 must be made in writing within 10 calendar days after the Step 1 answer. If the written request to the Director of Public Service and Safety is not clear, it will be returned for written clarification before any meeting is scheduled, with any appropriate explanation of what is not clear. Upon the scheduling of a meeting with the Director of Public Service and Safety, the Chief shall inform the parties involved in the dispute of the time and place and shall appear with them at the scheduled meeting. The meeting will be scheduled within 15 calendar days when possible. Every effort will be made at this meeting, or following it promptly, to reach a fair and equitable decision

on the grievance. The Director of Public Service and Safety shall give his answer in writing no later than 15 calendar days after the Step 2 meeting. The Director may designate someone to act for him for any or all purposes under this step.

Section 33.4.

Step 3. Arbitration Step: If an arbitrable grievance has not been settled during the prescribed grievance procedure, the Union may appeal the matter to final and binding arbitration by giving the City written notice within 30 calendar days of the City's answer at the last step of the prescribed grievance procedure. Either the City or the Union may then request appointment of an arbitrator by the American Arbitration Association, and an arbitrator shall be appointed under its rules unless the City and the Union mutually agree on an arbitrator.

Section 33.5. The arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall have no power to determine any jurisdictional disputes between employees covered by this Agreement and employees outside the coverage of this Agreement, or unions claiming to represent employees outside this Agreement. Anything that happens after the termination of this Agreement shall not give rise to any rights or liabilities under this Agreement and shall not be subject to arbitration. Each party shall pay one-half of the expenses and fees of the arbitrator, but each party shall bear its own expenses.

Section 33.6. A grievance which would be subject to appeal to the Civil Service Commission will instead be subject to arbitration exclusively.

Section 33.7. All time limits may be extended by written mutual agreement. The Director may designate a representative to take his place at any step and the Chief may designate a representative to take his place at any step.

Section 33.8. A grievance is also a claim that the City has violated any law (including binding governmental regulations) prohibiting discrimination in employment on account of race, sex, religion, age, handicap, disability, filing a workers' compensation claim, or any other type of discrimination prohibited by law. A grievance is also a claim that the City has committed any tort in the workplace or related employment, whether intentional or not.

Section 33.9. In all cases properly before an arbitrator under this section, he shall have the right to issue an order making the grievant whole for any claim which is properly upheld. A make-whole remedy may include, where appropriate, back pay, reinstatement, removal of discipline, correction of records, an order that specified conduct in violation of the agreement or law not be repeated, or reimbursement for actual expenses presently or in the future incurred. In no case may an arbitrator award attorney's fees, punitive damages, emotional damages (other than as reimbursement for proper treatment for emotional suffering), or any other damages.

Section 33.10. A grievance also includes any claim by the City (Appointing Authority or Police Chief) that the Union has violated this Agreement. A City grievance shall be filed in writing with the Union within 30 calendar days of the occurrence, and the Union shall answer within 30 calendar days. If the City is unsatisfied with the Union's answer, it may appeal the matter to arbitration by giving the Union written notice within 30 calendar days of the Union's answer, or it may do so sooner, if it wishes, at any time after the expiration of the time for the Union's answer. (This does not apply to violations of the no strike clause, which are covered by special provisions of Article 8).

ARTICLE 34
MEDICAL AND LIFE INSURANCE COVERAGE

Section 34.1. The current insurance plan and employee contribution rates will continue unchanged through August 31, 2013. For the policy year September 1, 2013 – August 31, 2014, the City will maintain comparable coverage. Comparable coverage shall mean that the coverage shall be similar to the extent that the City shall solicit quotes from up to three carriers and request standard products which most closely match the plan design then in effect. Exact match of plan design need not be sought or acquired.

Effective September 1, 2013, the City will continue in effect the plan design of the current "Standard Plan" for the policy year September 1, 2013 – August 31, 2014 so long as the per-employee premium does not increase more than the percentage increase in the statewide cost of a family insurance plan as reported by SERB in its most recent (as of April 1) report on health care costs in Ohio's public sector. If the increase would be more than the percentage increase derived from the SERB report, the City may select a different plan as the City's Standard Plan that will keep the increase from exceeding the percentage increase derived from the SERB report while keeping coverage as comparable as possible.

Effective September 1, 2014, the City will provide health care coverage comparable to the coverage provided under the City's September 1, 2013 – August 31, 2014 Standard Plan so long as the per-employee premium does not increase more than the percentage increase in the statewide cost of a family insurance plan as reported by SERB in its most recent (as of April 1) report on health care costs in Ohio's public sector. If the increase would be more than the percentage increase derived from the SERB report, the City may select a different plan as the City's Standard Plan that will keep the increase from exceeding the percentage increase derived from the SERB report while keeping coverage as comparable as possible.

Effective September 1, 2015, the City will provide health care coverage comparable to the coverage provided under the City's September 1, 2014 – August 31, 2015 Standard Plan so long as the per-employee premium does not increase more than the percentage increase in the statewide cost of a family insurance plan as reported by SERB in its most recent (as of April 1) report on health care costs in Ohio's public sector. If the increase would be more than the percentage increase derived from the SERB report, the City may select a different plan as the City's Standard Plan that will keep the increase from exceeding the percentage increase derived from the SERB report while keeping coverage as comparable as possible.

The plan provided by the City will be no less favorable than the plan provided to the City's non-represented employees. The City reserves all rights as to determination of insurance carriers.

Section 34.2. Employees will pay the following percentage of the health insurance premium: effective January 1, 2013 - 12%; effective September 1, 2014 - 6%; and effective September 1, 2015 - 12%. Employee contributions shall be made through payroll deduction as a condition of coverage. The City will pay the balance of the premium.

The City will offer a more expensive plan, if available, as an alternative to the standard plan; if the City does so, employees who select that plan will pay an amount equal to their premium contribution for the standard plan plus the difference in cost between the standard plan and the more expensive plan. The City also may offer a less expensive plan as an alternative to the standard plan; if the City does so, employees who select that plan will pay an amount equal to their premium contribution for the standard plan minus the difference in cost between the standard plan and the less expensive plan (but not less than zero).

Section 34.3. The City will maintain a dental plan benefit. The City reserves all rights as to the determination of the insurance carrier. The City will pay for 50% of the cost of each employee's dental plan coverage, including dependent coverage if applicable. The employee shall pay the remaining 50% through payroll deduction as a condition of coverage. The City will have no obligation to provide this benefit if the number of employees who elect to participate falls below the carrier's minimum participation requirement, if any.

Section 34.4. Eligible full-time employees are provided with group term life insurance in the amount of Fifty Thousand ($50,000) Dollars.

Section 34.5. The City will maintain its current Section 125 plan, permitting employees to pay for certain health care costs on a pre-tax basis.

Section 34.6. Full time employees who waive family health insurance for a twelve month period during open enrollment will be paid an incentive as explained below, provided that the employee can provide proof of coverage elsewhere. The incentive payment will be pro-rated if coverage is waived for less than an entire plan year because an employee terminates employment, waives coverage mid-plan year or re-enrolls for City coverage due to divorce or other event causing loss of the employee's other coverage. A full time employee who waives coverage for an entire twelve months and who is not a dependent on another City of Troy health insurance plan will be paid an incentive of $1,500.00. The incentive will be paid out in even installments with each paycheck over a twelve-month period. This incentive plan is being offered for the policy year September 1, 2013 – August 31, 2014. This incentive plan will be offered in subsequent plan years, provided that the incentive continues to represent a cost savings to the City.

Section 34.7. The President of the TPCA (or his/her designee) and up to two members (as selected by the President) will be notified of all Health Insurance Committee meeting and will be present and participate in all City of Troy Health Insurance committee meetings to review and recommend health care insurance in the upcoming years. The Health Insurance Committee will meet as often as necessary to facilitate in a timely fashion all information and cost as needed in an effort to maximize the value to employees and cost effectiveness of health insurance and dental insurance plan designs.

ARTICLE 35
UNIFORM/EQUIPMENT ALLOWANCE

Section 35.1. Bargaining unit employees shall have a clothing maintenance allowance of $900.00 per calendar year. A balance of up to $500.00 may be carried over from one year to the next. A bargaining unit member who leaves employment with the Troy Police Department shall have withheld from his final paycheck any amount of clothing allowance used which exceeds the monthly pro rata amount for the number of months (including partial months) worked in the year of separation. This doesn't include monies carried over from the previous year. Each officer, upon request, shall receive an additional $900.00 to replace the officer's bullet resistant vest upon expiration of the manufacturer's warranty period.

Section 35.2. The Chief shall prescribe the uniform for each work unit to include acceptable standards of cleanliness and condition. An employee shall be subject to discipline if the aforementioned conditions are violated.

Section 35.3. Purchase shall be made by purchase order only for uniforms and clothing, with the purchase order issued by the City to the vendor and payment made directly to the vendor. The Chief shall determine appropriate vendors. In addition, the City will contract for dry cleaning of uniforms and employees who use this service will have such use deducted from their clothing allowance.

Section 35.4. Following satisfactory completion of the initial probationary period, the City will make a one (1) time purchase of an off-duty weapon in accordance with departmental policy, at a cost not to exceed $450.00. The weapon remains the property of the City until the officer retires. Upon retirement under applicable rules of the Police and Fire Pension and Disability Fund (PFPDF), this weapon along with the service weapon will be presented as a gift from the City.

ARTICLE 36
WAGES

Section 36.1. Wages will be increased 2.25% effective January 1, 2013, 2.25% effective January 1, 2014; and 2.25% effective January 1, 2015, as shown on Appendix A.

ARTICLE 37
LONGEVITY

Section 37.1. Employees, shall receive longevity pay of two (2%) percent of the base wage, for each five (5) years of continuous service with the City of Troy. It shall be effective on the employee's anniversary hire date.

ARTICLE 38
DRUG TESTING

Section 38.1. Use of Alcohol and Drugs:

A. Employees shall not possess, sell or use alcohol or controlled substance, nor abuse prescribed controlled substances while on the job including meal periods, except in the proper and lawful exercise of his duties.

B. Employees shall not work or report to work under the influence of alcohol, nor under the influence of controlled substances, except as provided in subparagraph C or D below.

C. Employees must report to their supervisors when they are experiencing or may experience a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.

D. Employees called into work due to manpower shortage, emergency or other similar incident will report to the supervisor on duty any usage of alcohol.

E. In the case of an employee being called into work after consuming alcohol or reporting to work after using a prescription or over-the-counter drug, the on-duty supervisor will make a determination as to the fitness for duty. No drug test will be administered if condition C or D are met. A form in this

regard is to be filled out and retained by the on-duty supervisor, with a copy to be filed with the Chief. In the case of a Sergeant, the reporting will be through the Captain's supervisor, with a copy of the reporting form to be filed with the Chief. The Form will be furnished by the City of Troy.

Section 38.2. Drug Dependency Treatment:

A. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take accrued paid sick leave or vacation to receive the recommended treatment. Any voluntary admission of a possible or real drug/alcohol problem will not result in any type of disciplinary action against the employee if admission is made before there is any violation of laws, Departmental Rules and Regulations, or policies. No record of the admission will be placed in the employee's personnel file. The employee will be required to take the test upon voluntary admission for verification purposes, and when submitting to treatment the results will not be used for disciplinary action unless there has been a violation of laws, Departmental Rules and Regulations, or policies. Any admission will be held in strict confidence. However, a drug/alcohol related problem will not excuse any violation of City rules.

   Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.

Section 38.3. Testing Procedure:
Drug and/or alcohol screens will be conducted in the following instances:

A. Pre-employment City physical, including a drug/alcohol screen, are required of all potential employees. The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

B. When there is reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused controlled substance, that employee will be required to consent to a drug and/or alcohol test immediately. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report or a report that is later substantiated, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, possession of paraphernalia used in connection with any drug or substance subject to these rules, or involvement in an on-duty accident or other

on-duty incident which resulted in or could likely have resulted in severe bodily injury or deadly force.

Testing will require that the employee provide a urine and/or blood sample, or some other medically accepted procedure will be used.

Anytime an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to disciplinary action including discharge.

All drug screen samples will be given at a licensed medical facility or doctor's office chosen by the City, sealed, and properly identified. Testing will be conducted by a certified laboratory, and the test will be treated confidentially. Results will be distributed to the City and the employee only. If a blood alcohol test is used the same steps will be taken.

Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method.

Drugs being screened will include any drugs of abuse or prescription medication that you do not have a prescription for.

At any time prior to providing a sample of blood or urine, the employee will have the right to confer with an attorney or union officer as long as it does not result in unreasonable delays in performing the test; to the extent possible the test will be within a two-hour period after reasonable suspicion has been determined.

Employees will provide a minimum of 2 samples of blood or urine to be tested. One sample is to be sent to the lab of the City's choosing. The other sample, at the employee's choice, will be sent to a lab of the Union's choice or the sample will be preserved in the proper manner to be tested in the case of positive results on the first sample. The City pays for only its test.

Section 38.4. Rehabilitation and Counseling:

In the case of a positive test result, the employee will be relieved from duty immediately and placed on paid accrued sick leave, and the employee shall seek professional help for drug related or alcohol problems. This sick leave may be conditional upon receipt of reports that the employee that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditional upon the employee entering an appropriate treatment program soon as possible.

Within 45 days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than 6 month total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave, otherwise this leave will be unpaid.

Any employee who successfully completes a drug/alcohol program as described above and successfully passes a drug screen shall be reinstated to his former position without loss of time in grade.

Treatment programs acceptable to the City under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency. The City will require written verification that an employee is participating in or has completed a treatment program.

Section 38.5. Disciplinary Action:

Disciplinary action is appropriate in the following instances:

A. Any employee who is in the possession of, sells or uses alcohol, or controlled substances, except in the proper and lawful exercise of his duties while on the job, shall be subject to disciplinary action including discharge.

B. Any employee who works or reports to work under the influence of alcohol or controlled substances shall be immediately suspended and shall be subject to disciplinary action including discharge. This includes prescribed and over-the-counter drugs not reported to a supervisor as required by 1C above. This type and severity of discipline will depend on the circumstances, including the nature of the substance, employee's explanation, and willingness to enter a rehabilitation program if treatment is appropriate.

C. Refusal to sign the authorization form associated with drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to disciplinary action including discharge.

D. Any employee who has returned to work is subject to retesting as otherwise provided in this policy, and if he fails to retest, shall be discharged.

E. Anyone involved in the trafficking of illegal drugs or controlled substances, whether on or off City premises, will be subject to disciplinary action including discharge.

Trafficking will include the actual sale or distribution of drugs or controlled substances, or possessing a quantity of drugs that is more than would be expected for personal use. Trafficking will also include having in possession illegal drugs or controlled substances that are packaged in a way which indicates an intent to distribute.

Any disciplinary action taken or not taken does not preclude prosecution of any drug offense.

Section 38.6. Appeal

The employee will have the opportunity to discuss the positive test results with the City and may, at the employee's own expense, have another test run on an additional sample.

Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure.

ARTICLE 39
EDUCATION INCENTIVE

Section 39.1. In keeping with the City's policy of encouraging the professional improvement of the police personnel, the City shall provide an Educational Incentive Plan (E.I.P.) for sworn police officers (Captains) above the probationary grade. Each permanently appointed police officer shall receive in addition to his authorized pay range classification, in accordance with the following rules, regulations and schedule, an amount as set forth below:

Step Degree	Quarter Hours		Semester Credit	Incentive Pay
1	24		16	$ 220 annually
2	48	(or)	32	385 annually
3	72		48	550 annually
4 Associate Degree	96		64	715 annually
5 Bachelor's Degree				1,100 annually

*Applies for a degree in police science, police administration, law enforcement, business, accounting, behavioral science, or public administration.

Section 39.2. Quarter credit hours or semester credit hours shall be earned from an accredited institution of higher learning as approved by the Chief of the Department and the Director of Public Service and Safety, and the credit hours shall be in pursuit of a degree in Police Science, Police Administration or Law Enforcement.

Section 39.3. Except holders of associate degrees in Police Science, Police Administration, Law Enforcement or qualified bachelor degrees, officers are eligible for E.I.P. benefits only while actively in pursuit of educational achievement. The passage of two successive quarters in which he is not enrolled in an institution of higher learning shall render a police officer ineligible for further payment of E.I.P. benefits. A Captain declared ineligible for E.I.P. benefits may be reinstated in the Plan by completion of a new quarter in an approved institution of higher learning.

Section 39.4. Associate and bachelor degree holders shall be eligible for continuing payment of E.I.P. benefits at the level provided for the associate degree.

Section 39.5. All credits submitted for approval shall be graded not less than 2.0 or "C" on a 4.0 grading scale.

Section 39.6. A combination of quarter credit hours and semester credit hours may be submitted for approval. When combining quarter credit hours and semester credit hours one semester credit hour shall be equal to one and one-half (1.5) quarter credit hours in computing the aggregate score. A fractional aggregate amount shall be rounded to the next higher whole number.

Section 39.7. Credits earned by a Captain prior to the enactment of the E.I.P. are acceptable to the Plan provided they meet all other requirements herein. Credits acquired after the enactment of the E.I.P. and submitted for approval shall have been earned on the employee's off-duty time; provided, however, that the courses may be taken during duty hours with the approval of the Chief of the Department. Hours lost under these circumstances shall be made up by the employee, or, by agreement between the employee and the Chief, be deducted from the employee's accrued vacation time.

Section 39.8. It is the responsibility of the Captain seeking E.I.P. benefits to submit to his Chief a certified transcript of credits from the institution he is attending. A new transcript shall be provided each time the Captain seeks a higher level of payment in the program.

Section 39.9. It is the responsibility of the Chief to review all credits submitted for approval, and to notify the City Auditor in writing in April and October of each year of the standing of each officer in the E.I.P.

Section 39.10. E.I.P. payments shall be made annually and shall be paid in December of each year and shall be paid on or before December 15. For credits earned after October, but not later than January 31 of the next year, payment shall be made for those credits upon receipt of the proper certification by the City Auditor, so that payment can be made not later than February of the next year. Employees who leave the City's employment shall receive a monthly pro rata payment on or before December 15 for those months of the calendar year during which the employee remains employed by the City.

Section 39.11. Employees may seek reimbursement of tuition expenses under Section 141.28 of the Codified Ordinances of the City of Troy and Administrative Regulation SD-4-95, Tuition Reimbursement Policy. The Tuition Reimbursement Policy provides that employees who are eligible for E.I.P. benefits shall not be eligible for benefits under the Tuition Reimbursement Policy. Therefore, employees who apply for tuition reimbursement benefits shall be deemed to have waived all E.I.P. payments under this Article for any year during which the employee attends any course approved for reimbursement under the Tuition Reimbursement Policy. The rules and requirements contained in Administrative Regulation SD-4-95 shall be fully applicable to any employee seeking tuition reimbursement under this section.

ARTICLE 40
DURATION

Section 40.1. This Agreement shall be in full force and effect from January 1, 2013 through December 31, 2015. The initial wage provisions shall be effective on January 1, 2013. All other provisions shall be effective from the signing date of this Agreement, unless otherwise specified or as soon as the benefit coverage can be obtained in the normal course of business.

Section 40.2. The Union's proposals for a new Agreement will be provided to the City no later than September 15, 2015 and negotiations will commence prior to thirty (30) days after receipt of the Union's proposals.

Section 40.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the City and the Union and all prior agreements and practices, oral, written, implied, or assumed are hereby cancelled.

Section 40.4. If this contract terminates without a new contract being signed, Article 3 -- Waiver of State Civil Service and Related Laws -- will remain in effect for as long as the Union remains the representative of the employees, until the new contract is signed, or until the parties mutually agree to terminate Article 3, whichever happens first. During the time Article 3 is in effect, Article 33 -- Grievance Procedure -- will also remain in effect. In resolving grievances, the applicable provisions shall be the provisions of this contract as though they were still in effect, except where the City has instituted different provisions or where the parties have mutually agreed upon different provisions.

CITY OF TROY, OHIO

By: _____
Director of Public Service & Safety

Date: 4/19/13

FOP, OLC - CAPTAINS

By: _____

By: _____

Date: 042313

179080

EXHIBIT A -
TROY POLICE CAPTAINS AGREEMENT

	Beginning Jan. 1, 2013	Beginning Jan. 1, 2014	Beginning Jan. 1, 2015	
Police Captain Step 1 (first 12 months)	$ 39.13	$ 40.01	$ 40.91	hr.
Police Captain Step 2 (over 12 months)	$ 40.19	$ 41.09	$ 42.01	hr.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

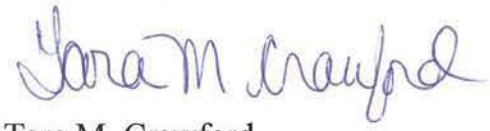
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s):	12-MED-08-0737 (Captains)
and,		
CITY OF TROY, EMPLOYER.		

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. Mark E. Lutz
lutz@drgfirm.com