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AGREEMENT

between

CITY OF TROY, OHIO

and

AFSCME, OHIO COUNCIL 8

2013 - 2015

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PREAMBLE

This Agreement is entered into between the City of Troy and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 1342, and between the City of Troy Board of Park Commissioners and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 1342-P. It 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 used, it shall be construed to include male and female employees. All references to "the City" shall be construed to mean the City of Troy or the City of Troy Board of Park Commissioners, and all references to "the Union" shall be construed to mean Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and either Local 1342 or Local 1342-P, as appropriate.

ARTICLE 1
UNION RECOGNITION/COOPERATION

Section 1.1. Recognition. The City of Troy recognizes Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 1342 as the sole bargaining agent for wages, fringe benefits, and terms and conditions of employment for employees in the following departments:

Electrical Department
Refuse Collection and Disposal Department
Street Department
Water Plant
Water Distribution
Sewage Plant
Sewer Maintenance
Cemetery Department

excluding all foremen and other supervisory employees and excluding Police, Fire, clerical, office, professional, and Municipal Office Building custodian.

The City of Troy Board of Park Commissioners recognizes Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 1342-P as the sole bargaining agent for wages, fringe benefits, and terms and conditions of employment for all employees of the City of Troy Park Department, excluding all supervisory, clerical, office and professional employees, and all employees represented by an employee organization in another bargaining unit.

Reorganization of departments or other units will not result in any change of the scope of these bargaining units.

The City will not recognize any other union as a bargaining agent for employees in these bargaining units.

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 other 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.

Section 1.2. Cooperation. 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.

ARTICLE 3
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 3.1. No section of the Civil Service laws contained in Ohio Revised Code, specifically including Sections 124.01 through 124.56, and no Civil Service rule or regulation of any state or local agency shall apply to employees of the bargaining unit. The Troy Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except for entry level, as provided by Ohio Revised Code 4117.08(B), and except as specifically otherwise provided in this Agreement.

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:

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 an employee's 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, 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.

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 in 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, Park Chapter Chairperson and the Ohio Council 8 Regional office. While the effective date of the rule will not be deferred, the Union will have 30 calendar days to file a grievance protesting the reasonableness of the new or amended rule, policy or regulation.

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

Section 7.6. The City will give all new employees a copy of the City's Personnel Policy Manual, and the employee will sign an acknowledgement of receipt.

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 or 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 Article and to terminate any violation, should one occur. If a violation of this Article 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 Article, 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 Article. 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 any violation.

Section 8.4. In the event of a claim by the City of a violation of this Article, 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 the 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 Article 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. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one hundred thirty (130) working days. If a probationary employee is on leave for more than two calendar weeks at one time, the employee's probation period will be extended for the same amount of time that the leave exceeds two calendar weeks. A newly hired employee may be terminated any time during his probationary period and shall have no right of appeal through the grievance procedure.

Section 9.2. Any newly promoted employee shall be subject to a ninety (90) working day 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 is not such to merit continuation in the higher level position. If the same or similar position is not available, then the probationary reduced employee shall be treated as if his former position has been abolished and he shall be laid off as necessary under the provisions of Article 11. 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.

Section 9.3. If the newly promoted employee wishes to be removed from the position during the promotional probationary period, the City will place the employee in the same position as the one he formerly held, or a similar one, if available. If not, employees will be laid off as necessary under the provisions of Article 11.

Section 9.4. No probationary period shall be required for lateral movement or voluntary demotion.

Section 9.5. Nothing contained in this Article shall preclude a bargaining unit employee during a Promotional Probationary Period from applying for another position being posted by the City under the provisions of Article 12.

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 City commencing with the employee's last date of hire. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 10.2. No seniority shall accrue during periods of unpaid leave of five (5) consecutive days or longer.

Section 10.3. For the purpose of this Agreement, there shall be two (2) types of seniority:

A. Classification Seniority - employee's total uninterrupted length of service within a classification.

B. City Seniority - employee's total uninterrupted service with the City of Troy.

Section 10.4. 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 City Seniority at the time of layoff or one (1) year, whichever is less;

D. Fails to report to work in accordance with Article 11, Section 11.4;

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

Section 10.5. Annually, the City shall provide the Local Union President a roster of all bargaining unit employees, showing both types of seniority.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1. When the City determines that layoff is necessary, because of lack of work, lack of funds, or job abolishment, the City shall notify the affected employees 14 calendar 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 within the affected work section. Employees shall be laid off within each classification in the work section in order of classification 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 provided that the City need not retain or recall a lesser skilled employee.

When an employee has been laid off from his classification, he may displace another less senior employee in a lower classification for which he has the basic skills and knowledge to perform the essential functions of the classification he is displacing. When an employee "Bumps" into another classification, he shall receive the hourly rate of the pay for the new classification to include his applicable longevity pay.

Section 11.3. Employees who are laid off shall be placed on a recall list for a period of one (1) year or a period equal to his City 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 to which they are recalled without further training.

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. The employee shall have fourteen (14) days from the date of mailing to notify the City of his intent and shall have fourteen (14) calendar days to report to work following his request to return to work. If the employee requests not to return to work or does not respond in accordance with Section 11.4, the City is no longer obligated to recall said employee.

ARTICLE 12
POSTING/PROMOTIONS

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

Section 12.2. Whenever the City determines that a vacancy exists within the bargaining unit which the City intends to fill, and such vacancy is not filled through recall from a layoff list, the City shall post a vacancy notice on the bulletin boards for ten working days. The posting shall include the classification title, Department, Division (if applicable), rate of pay, education and/or experience required, the essential knowledge, skills and abilities required, a summary of the duties, and the closing date of the posting. Any employee covered by this Agreement who desires the position must submit a written application and resume to the City prior to the close of the posting period.

In addition, the City will concurrently make the same posting for City of Troy employees not covered by this Agreement seeking a lateral or non-promotional transfer only. These employees will be eligible if no employee covered by this Agreement has applied or meets the standards in Section 12.3.

Section 12.3. The City will consider the following criteria in selecting the successful applicant: experience; ability to perform the work; records of attendance and discipline; education and seniority. If there are qualified applicants, the City will select the most qualified applicant based on these criteria. In the event that there are two or more equally qualified applicants as deemed by the City, City seniority will prevail. Applicants not selected shall be notified in writing within seven (7) days after the City fills the vacancy.

Section 12.4. If no applications are received by the close of the posting period, the City shall request an open exam by Troy Civil Service Commission to provide for an original appointment from an established eligibility list (or through a provisional appointment if no list exists).

ARTICLE 13
BULLETIN BOARDS

Section 13.1. The City shall provide space for a Union bulletin board. 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 Appointing Authority 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 or in any way bad-mouths the City.

Section 13.5. Upon request of the Appointing Authority 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 City.

Section 14.2. The City will offer to confer with the Union through Labor-Management meetings when considering whether to modify a position description or to create a new position.

Section 14.3. The City agrees to negotiate with the Union about 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 14.4. If no agreement is reached within 30 calendar days under 14.3, 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 written request. Upon request, the employee shall receive a copy of any documents contained therein at a cost of five ($.05) cents per copy. 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 in the personnel files. 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 a pattern of similar misconduct. The City shall send the Local Union President a copy of any disciplinary action issued to any member of the bargaining unit.

Section 15.4. Before placing a record of a disciplinary action in an employee's personnel file, the City shall provide the employee with a copy.

ARTICLE 16
PERFORMANCE EVALUATIONS

Section 16.1. Employees of the City shall have their performance evaluated each year, in accordance with Troy Civil Service 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 City 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 may subject the employee 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 examiner 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 be compensated at the regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination. An employee required to be examined outside of his regularly scheduled work time shall be compensated for the time spent in examination as hours worked.

The employee may have a second examination, at his own expense, by a physician of his own choice. If the City's and the employee's physician or examiner disagree on the employee's condition, then the employee may be examined by a third physician chosen by the City's and the employee's physician or examiner. Determination of the third physician or examiner shall hold full force and effect on the current medical condition of the employee.

The time required for a second or third examination will not be considered as hours of work for the purpose of compensation. The employee may use accrued leave for the purpose of these examinations.

Section 17.4. In the interest of health, safety, or job performance, the City may at any time require an examination of an employee by a physician or other examiner 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 service. If such examination is required, it shall be paid by the City. The employee will not lose any compensation he would have otherwise received as a result of the time spent in attending the examination and travel.

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. It is agreed that safety must be a prime concern and responsibility of the Union, the City and employees. The City recognizes its responsibility to provide safe working conditions, methods, tools and equipment. The employees accept their responsibility to follow all safety rules and working methods of the City.

Section 17.7. Employees are responsible for reporting unsafe conditions or practices. The City is responsible for correcting unsafe conditions or practices. A specific reporting procedure shall be established for each work unit. The responsible supervisor or department head will investigate each report and shall forward a copy of the report, together with the action taken on the report, to the City's Risk Manager by the following work day. The employee will be given a copy of the report at the time he submits it. The City will forward a copy of the report to the Union's Local Union President.

ARTICLE 18
LABOR/MANAGEMENT MEETINGS

Section 18.1. In the interest of sound employee relations, a joint committee of eight (8), half of whom shall represent the City, and half of whom shall represent AFSCME Ohio Council 8, Local 1342 and Local 1342-P, will convene as needed for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this contract. Such Labor/Management Meetings may be convened upon request of either party.

Section 18.2. Labor/Management meetings requested to discuss safety concerns will be held as soon as possible and no later than 15 working days of the request.

Section 18.3. An agenda will be furnished, by the convening party, 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 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. Disseminate general information of interest to the parties;

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

E. Consider and discuss safety matters relating to employees and the City.

Section 18.4. 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 18.5. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

Section 18.6. The City shall provide the President of Local 1342 and Local 1342-P with a copy of all Labor/Management Meeting Agreements, within ten (10) working days following the meeting where agreement is reached.

ARTICLE 19
UNION BUSINESS

Section 19.1. The City shall recognize, not to exceed five (5) bargaining unit members, to act as Union stewards for purposes of representation of employees covered by this Agreement as specifically outlined in this Agreement. In the absence of the regular steward, the Local Union President or Vice 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 Department Head or his 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 then neither the employee nor the steward shall 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:

A. Name

B. Work unit (stewards only)

C. Union position held

D. 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.

Section 19.6. The Union's Staff Representative may consult with employees, in the area where they assemble, before they start work and after the completion of the day's work. This shall not interfere with City Business, and the Staff Representative will report his presence to the supervisor when possible.

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 units 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 such dues to the Union no later than 10 days after they are deducted from the employee's pay, unless there are extraordinary circumstances.

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 of action taken by the City in reliance upon any "Payroll Deduction Authorization" cards submitted by the Union to the City, or in otherwise attempting in good faith to carry out the terms of this Article.

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, improving services, from establishing the work schedules for 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. Each employee's work schedule shall be determined by the City. The normal work schedule for full-time bargaining unit employees shall consist of forty hours of work performed during the seven-day work schedule.

Section 21.3. Sunday for all employees in continuous operations at the two Treatment Plants shall be defined as the 2nd day off in the normal work schedule, as designated by the City.

Section 21.4. When an employee is required to work in excess of forty (40) hours during the work week, he shall be paid overtime pay for such time over forty (40) hours in a work week at the rate of one and one-half (1-1/2) times his regular hourly rate of pay. Hours of work for the purpose of this Article shall mean all hours that the employee is on active pay status (except holidays for continuous operations employees as provided in Section 25.2). Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 21.5. Except when prohibited by unusual or emergency circumstances, employees, with the exception of the water and wastewater treatment plants, shall be provided a fifteen (15) minute rest period during the first half and the last half of their shift. One (1) additional such rest period shall be provided for each additional four (4) hour work period. All such periods shall be scheduled by the Department head or his designee.

Section 21.6. Except when prohibited by unusual or emergency circumstances, employees, with the exception of the water and wastewater treatment plants, shall be granted a thirty (30) minute unpaid meal period to include travel time. The thirty (30) minute unpaid meal period may be waived by the foreman, if mutually agreed upon. This shall not entitle the employee to more than eight (8) hours of work.

Section 21.7. Where two (2) employees mutually agree, with management approval, to exchange shifts within the same week, such exchange shall not create any added overtime pay.

Section 21.8. Any employee required to perform the essential functions/duties of a classification with a greater pay rate, for a period of four (4) or more hours, shall be paid at the higher hourly rate. Classifications may have essential functions/duties that overlap one another and may in such instance result in a situation where pay substitution shall not occur.

Section 21.9. Compensatory Time Off. If an employee is required to work overtime, he may elect to take compensatory time off instead of pay for the overtime, under the following conditions. Compensatory time off shall be computed at the applicable rate for the number of hours involved. Employees may elect to take a maximum of 80 hours of compensatory time in a calendar year. At the end of the year, all unused compensatory time will be paid to the employee. It will be computed at the employee's rate of pay in effect at the time it is paid. All compensatory time off must be approved by the Department Head or his designee in advance.

Section 21.10. Employees must be notified of overtime by the end of an employee's fifth (5th) work day for the overtime to be considered scheduled overtime. An employee scheduled to work overtime on a day when the employee performs no other work shall receive a minimum of one (1) hour of overtime pay.

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, when 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 the applicable overtime rate.

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/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.

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

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

B. 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.

C. 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. Employees are encouraged to schedule routine examinations during non-work time.

For purposes of this Article, the "immediate family" is defined as a child under 18, a child 18 or older and incapable of self-care because of a mental or physical disability, relatives residing in the employee's household as family members, and the employee's parents and/or step-parents. The City may require proof of relationship and illness.

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:

A. Absence of more than three days.

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

C. 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 a quarter hour.

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 accrued.

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

Section 23.9. Altering a physician's certificate, obtaining or submitting fraudulent medical certificates, or falsification of a written, signed statement shall be grounds for immediate dismissal.

Section 23.10. 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 the other purposes shall inform the supervisor as soon as possible before his scheduled starting time.

Section 23.11. The City may deny a sick leave application if the investigation discloses facts inconsistent with the proper use of sick leave.

Section 23.12. 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 23.13. All full-time employees accrue a maximum of 4.6 hours of sick leave for each bi-weekly pay period where the employee is on active pay. For the purposes of the Article, active pay status is defined as hours worked and all hours of paid leave. For purposes of this Section an employee shall only accrue for a full 80 hours of regular scheduled active pay status to earn full accrual. Less than 80 hours shall be prorated.

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 (24 hours) for one bonus vacation day (8 hours) 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. This conversion shall not be considered a sick leave conversion.

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.

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, or job abolishment, employees shall receive severance pay equal to his accrued unused sick leave up to a maximum 1,040 hours, at his then current rate of pay.

Section 24.2. For accumulated sick leave hours 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 Article, 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 the base wage of the abolished position.

Section 24.4. The severance pay amounts provided by Section 24.1 and 24.2 shall apply only to employees hired by the City before January 1, 2013. An employee hired after January 1, 2013 who satisfies the eligibility requirements of Section 24.1 shall receive severance pay equal to one-quarter of the employee's accrued sick leave, up to a maximum of 240 hours, at the employee's then current rate of pay.

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)

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.

Continuous operations employees shall observe the holidays on the actual dates specified.

Section 25.2. Continuous operations employees required to work on any of the holidays listed above shall receive, in addition to the holiday pay specified in Section 25.1, payment for all hours worked on the holiday at one and one-half (1-1/2) times the employee's base hourly rate. Notwithstanding any other language in this Agreement, holidays shall not be figured into overtime calculations for continuous operations employees who do not work on the holiday.

Section 25.3. Refuse collection employees assigned to work on a holiday shall receive 8 hours of holiday pay plus 8 hours of pay at time and one half their regular hourly rate for working on the holiday.

Section 25.4. To be eligible for holiday pay, an employee must, unless excused in advance, work his scheduled workday immediately preceding the holiday, and his scheduled work day immediately following the holiday. A day in active pay status shall be considered to be a day worked for purposes of determining holiday pay eligibility.

Section 25.5. All full-time employees shall receive three (3) personal days to be used as floating holidays to be taken within 12 months of January 1 in increments of not less than four (4) hours, and scheduled in the same manner as vacation. Employees hired during the first four months of a calendar year shall receive three personal days for that calendar year; employees hired during the second four months shall receive two personal days; and employees hired during the last four months shall receive one personal day.

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.

For purposes of Section 26.1 an employee shall only accrue for a full 80 hours of regular scheduled active pay status to earn full accrual. Less than 80 hours shall be prorated.

An employee may use accrued vacation up to a maximum of one (1) week after completing his first six (6) months of employment.

Section 26.2. Vacation may be used in minimum units of one quarter (1/4) hour. The request must be submitted to the City in accordance with the following:

One Day or Less.....Twenty four hours advance notice to the City

More than One Day.....Three calendar days advance notice to the City

Section 26.3. Prior to March 1 of each year, the City will accept all vacation requests of five (5) continuous days or more, and will approve vacation on a City seniority basis. After March 1, the City will approve vacation leave on a first come, first served basis so long as it fits within the operational needs of the City.

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

Section 26.5. Employees hired before January 1, 2013 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. Employee's hired after January 1, 2013 shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for two years. Such excess vacation leave shall be eliminated from the employee's vacation leave balance.

Section 26.6. Additional vacation leave is not accrued as a result of the accumulation of paid overtime.

Section 26.7. Employees with one or more years of service who resign or retire are entitled to compensation at their current rate of pay for their vacation leave balance.

Section 26.8. Vacation credits are not earned while on a non-paid status.

Section 26.9. Only employees who have prior service with a political entity of the State of Ohio may utilize accrued vacation within the first six (6) months of service.

Section 26.10. If a holiday falls during a scheduled vacation, the employee shall not be charged that day against accrued vacation leave.

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.

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:

A. 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.

B. The employee may choose to retain all monies received as compensation for court service and waive his regular salary or wage. 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 Appointing Authority or his designee.

Section 28.5. Employees called for court jury duty or to testify in a court of law shall complete a Request for Leave Form and attach a photostatic copy of the subpoena or jury notice. The Request shall be provided the City promptly upon such call for duty.

ARTICLE 29
FUNERAL LEAVE

Section 29.1. Funeral leave of up to two (2) days shall be granted with pay, at the employee's regular straight time pay, in the event of a death in the employee's immediate family. In the event of the death of a spouse, child, including step-child, or parent the two (2) days off shall be changed to three (3) days. One day of the time off shall be the day of the funeral and the other day or days shall be within a four (4) day consecutive period of the day of the funeral.

"Immediate Family" means spouse, parent, step-parent, parent-in-law, brother, stepbrother, 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 take funeral leave for a total of four (4) grandparents and a total of four (4) grandparents of employee's spouse during the terms of employment. This may be natural grandparents or step-grandparents. Each employee must designate the name and relationship (grandparent or step-grandparent of self and spouse) for which funeral leave will be taken in the future. Funeral leave for the 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 not be exceeded.

Additional leave for the funeral of such an immediate family member may be granted by the Appointing Authority from the employee's available sick leave, for a normal maximum of a total of 40 hours.

However, the time off must be reasonably required and requested in advance, and no extra time off will normally be granted unless significant travel time is required, or other specific circumstances require it. On the other hand, the normal maximum may be exceeded by the Appointing Authority when unusual circumstances require it. The Appointing Authority will not arbitrarily withhold approval of the request for additional time off.

To attend the funeral of family members or other persons not listed by this provision, employees may apply for vacation leave.

ARTICLE 30
DUTY INJURY LEAVE

Section 30.1. All employees shall be entitled to Duty Injury Leave with pay for a period of up to ninety (90) calendar days following the date of injury. 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. An extension of thirty (30) additional days may be granted by Council resolution. Once an employee has been cleared by a physician (including the City's physician, if required by the City) to return to full 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 injury for the purpose of this Article.

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 City 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.

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 Workers' Compensation Law, when considered 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 Workers' Compensation, the employee shall turn over such funds to the City, at which time, his sick leave and/or vacation records shall be credited for the time so used. The benefit check issued by Workers' Compensation shall be made payable jointly to the employee and the City. 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 (6) months for personal reasons. The leave may not be renewed or extended beyond six (6) 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 (60) 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 Appointing Authority 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 returned to his previously held position upon the original employee's reinstatement, or be subject to Article 11.

ARTICLE 32
DISCIPLINE

Section 32.1. (A) Disciplinary action shall be only for just cause, or violation of work rules. (B) 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.

Section 32.3. Whenever the City determines that an employee's conduct may warrant a suspension, discharge, or any other disciplinary action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation. The pre-disciplinary conference procedure shall be as set forth in 32.6. Written notice of the conferences will be mailed or personally delivered to the employee, the Local Union and Ohio Council 8, Dayton Office in advance of such hearing. Notices shall specify the time, date and place of the conference, and shall also advise the employee of his right to have a representative present at the conference.

Notwithstanding the above, the City may temporarily suspend an employee pending the pre-disciplinary conference if his conduct or physical condition presents a threat to the safety, health or welfare of the employee, other employees, the public or the operations of the City. Such temporary suspension shall be without pay unless the employee is subsequently cleared of the charges; in which case the employee shall be paid for all regular hours of compensation lost during the period of the temporary suspension. Such temporary suspension shall not exceed forty (40) working hours, unless the parties mutually agree to extend this time limit. The parties shall hold the pre-disciplinary hearing as soon as possible in case of a temporary suspension.

Section 32.4. Whenever the City determines that an employee may be disciplined which may result in a suspension, reduction or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 32.5. A pre-disciplinary conference will be conducted by the Appointing Authority or his designee.

Section 32.6. The following procedure will be followed in conducting a pre-disciplinary conference:

A. The Appointing Authority or his designee will provide the employee the charges which may be the basis for disciplinary action. This will be done in writing. The employee may either respond or waive his right to respond, in which case the employee will sign a written waiver.

B. If the hearing has not been waived, the Appointing Authority or his designee will ask the employee at the pre-disciplinary conference to respond to the allegations of misconduct which were outlined to the employee.

C. At the conference 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 to the Appointing Authority or his designee as far in advance as possible. It is the employee's responsibility to notify witnesses that their attendance is desired.

D. All discipline is subject to the Grievance and Arbitration Procedure.

Section 32.7. Employees shall be advised of their right to have union representation prior to any disciplinary action, or pre-disciplinary conference held under 32.6. The City shall provide an Authorization for Representation form signed by the employee to the Local Union President.

ARTICLE 33
GRIEVANCE PROCEDURE

Section 33.1. A grievance is a claim that the City has violated this Agreement.

Any dispute or issue not covered by this Agreement or which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

A grievance also includes any claim by the City 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 the special provisions of Article 8.)

Section 33.2. All grievances must be processed at the proper step in order to be considered at subsequent steps. Ohio Council 8 may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the Union within the time limits provided shall be considered resolved based upon the City's last answer. Any grievance not answered by the City within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. All time limits provided for in this Article may be extended upon mutual written consent of the City and the Union.

Section 33.3. All grievances must be filed using the Grievance Form, Appendix B, attached as a part of the Agreement. All information must be legibly filled in to be processed.

Section 33.4. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Union Grievances. The Union, through its President, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other contract right which accrues solely to the Union as a labor organization and not to individual employees. Such grievances shall be initially filed at Step 2 within the time limits for filing at Step 1.

Section 33.5. It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the City and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

a. STEP 1. In order for a grievance to receive consideration under this procedure, the grievant must present it in writing, using the mutually agreed upon grievance form, to the employee's supervisor, within 7 calendar days of the occurrence of the incident that gives rise to the grievance. The supervisor shall provide a written answer within 7 calendar days following the date on which the supervisor was presented the grievance.

b. STEP 2. If the grievance is not resolved in Step 1, the employee shall, within 7 calendar days following the Step 1 reply, refer the grievance to the Division Head at Step 2 of the grievance procedure. The Division Head shall have 14 calendar days in which to schedule a meeting with the aggrieved employee and his representative. The Division Head shall respond in writing to the grievance to the Union within 7 calendar days following the meeting date. (In the Cemetery and the Parks Departments the grievance shall advance to Step 3.)

c. STEP 3. If the grievance is not resolved in Step 2, the employee shall, within 7 calendar days following the Step 2 reply, refer the grievance to the Department Head at Step 3 of the grievance procedure. The Department Head shall have 14 calendar days in which to schedule a meeting with the aggrieved employee and his representative. The Department Head shall respond in writing to the Union within 7 calendar days following this meeting.

d. STEP 4. If the Union feels the written decision does not provide a satisfactory remedy or explanation, they may pursue the matter to the next step by presenting the original grievance to the Appointing Authority, within 7 workdays of the receipt of the written decision from the previous step. A hearing shall be scheduled by the Appointing Authority or his designee to review the grievance. The employee may be accompanied by the Union Steward and/or Union representative. The Appointing Authority shall issue a written decision to the employee within 10 days. The Appointing Authority will retain a copy of the grievance and the written decision for future reference.

e. STEP 5. If the grievance(s) is not satisfactorily settled at Step 4, the employee may, within thirty (30) calendar days after receipt of the Step 4 answer, submit the grievance(s) to arbitration. The Union may support the grievance in arbitration, but is not required to. Upon notification to the City of intent to arbitrate the grievance, either the Union or the City may request the American Arbitration Association for the appointment of an Arbitrator under the rules of the American Arbitration Association. If the Union does not wish to pursue the arbitration, the employee shall participate as the Union would and pay the Union's share of arbitration costs.

Nor more than one (1) grievance shall be placed before the Arbitrator.

The Arbitrator shall have no power or authority to make any decision:

A. Adding to, subtracting from, modifying, changing or amending in any way the terms and provisions of this Agreement, or any written agreements between the parties.

B. Concerning the establishment of wage rates not negotiated as part of this Agreement.

In all cases properly before an arbitrator, he shall have the right to issue an order making the grievant whole for any claim which is properly upheld. A make-whole remedy for non-contractual claims 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 to 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 in non-contractual claim cases.

The costs of the Arbitrator, including the travel expenses, hearing rooms, etc., and a copy of the record of the proceedings shall be equally shared by the parties.

Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its non-employee witnesses.

Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the Arbitrator.

The Arbitrator shall make his decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within thirty (30) days from the close of the hearing and the decision shall be final and binding on the Union and its members and the City.

If the Arbitrator's decision awards the payment of back wages covering the period of the bargaining unit member's separation from the payroll, the amount so awarded shall be less any unemployment compensation and shall not include the assumption the bargaining unit member would have worked overtime during the period of separation from the City's payroll.

GENERAL At all steps in the Grievance Procedure, the Union representative shall disclose to the City a full and detailed statement of facts relied upon, the remedy sought and the provisions of this Agreement relied upon. In the same manner, the City shall do likewise.

Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred unless another initiating point for a grievance is set forth in this Agreement.

The parties in writing may mutually waive the time limits set forth herein. All grievance settlements shall be final, conclusive, and binding on the City, the Union and the bargaining unit member(s), provided that a grievance may be withdrawn at any time during any step of the grievance and arbitration procedure, and withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

Section 33.6. Any grievance that remains unresolved at step 4 may, by agreement of the parties, be submitted to a mediator. If the parties agree to mediate a grievance, step 5 and its time limits will be stayed until such time as either party gives the other written notice that the party is withdrawing from the mediation effort. The parties shall use a mediator mutually agreed upon. Mediation efforts will be informal in nature and shall not include written opinions from the mediator unless mutually requested by the parties. Fees and expenses of the mediator shall be shared equally by the parties.

ARTICLE 34
MEDICAL AND LIFE INSURANCE COVERAGE

Section 34.1. The City will provide health care coverage throughout the term of this Agreement. The coverage will be comparable to the coverage currently in effect so long as the per-employee premium does not increase more than 3% per plan year. If the increase would be more than 3%, the City may select a different plan that will keep the increase at or below 3%, while keeping coverage as comparable as possible. Before selecting a different plan, the City will meet with the Insurance Committee to review the available plan options and to solicit input from the Insurance Committee on the best choice among the available plans. 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 12% of the health insurance premium for the plan provided pursuant to Section 34.1 ("the standard plan"). The City will pay the balance of the premium. Employee contributions shall be made through payroll deduction as a condition of coverage. The City may offer a more 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 12% of the premium 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 12% of the premium 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.

ARTICLE 35
UNIFORM/EQUIPMENT ALLOWANCE

Section 35.1. Bargaining unit employees shall be paid a clothing maintenance allowance of one hundred and seventy five ($175.00) dollars per quarter. Such payments will be payable by check no later than January 15, April 15, July 15 and October 15 of each year.

Section 35.2. The Employer 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. The employee shall be responsible for the purchase and maintenance of his uniforms and safety shoes and personal equipment.

Section 35.4. The City shall provide safety glasses for those employees whose work requires the wearing of safety glasses.

In addition to providing an initial pair of safety glasses, the City shall provide replacement safety glasses, provided the replacement need is not due to employee negligence.

Section 35.5. The City shall continue to provide the personal protective clothing and equipment as required.

Section 35.6. A new employee shall receive his yearly clothing maintenance allowance within fifteen (15) days of his start date. If the employee's employment is terminated before one year of employment, the City shall withhold from the employee's final paycheck the unearned amount of the allowance on a monthly pro rata basis.

ARTICLE 36
WAGES

Section 36.1. Wage rates shall be increased 2.25% effective January 1, 2013, or, if later, on the date this Agreement is signed; an additional 2.25% effective January 1, 2014; and an additional 2.25% effective January 1, 2015.

Section 36.2. In order to encourage employees to secure licenses and certifications applicable to the employee's current position with the City, the City shall pay the necessary fees to train, apply for and take such examinations. In order to be eligible for payment of such fees, the employee shall apply to his department head for approval. If the payment is approved and the employee fails to satisfactorily complete training paid for by the City, or fails to take the examination, the employee shall repay the City for any fees paid by the City on the employee's behalf, by payroll deduction. If the payment is approved and the employee fails the exam, the employee will no longer be eligible for payment of the fees for the same exam. If the City has paid any such fees on behalf of an employee who leaves the employment of the City within one year after the payment of such fees, then the employee shall repay the City for any fees paid by the City, by payroll deduction.

Section 36.3. In the electrical department, employees will be paid at the top wage rate applicable to their licensure or certification, provided that there shall not be more than one Electrician A, Electrician B and Electrician C.

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
POLICIES

Section 38.1. The drug and alcohol policies attached as Appendix A remain in full force and effect.

Section 38.2. Drugs and Alcohol:

A. Cooperation. The City, the Union and every employee will cooperate fully to resist and correct any actual or threatened drug or alcohol problem. "Drug" includes illegal substances, and any other substance, the use, possession, trading or trafficking of which causes or threatens to cause either an interference with City operations, a threat to the public welfare, or a violation of law.

B. Tests. The City has the right to require an appropriate drug or alcohol test of every applicant for City employment, and any other test or inquiry reasonably directed to this goal. It has the right to require drug or alcohol tests of any employee where the City reasonably suspects drug or alcohol possession or usage. This includes the right, where there has been an accident, to require a drug or alcohol test of any employee whose ability might have been impaired by drugs or alcohol and which could have contributed to the accident or its consequences. The City shall carry out drug and alcohol tests in a way which does not needlessly impinge upon privacy or reputation, and which as far as practicable produces highly reliable results. Since the failure to maintain full alertness and capacity can result in physical damage, personal injury, or death, either to fellow employees or to members of the public, employees shall not only take all steps to maintain their own condition but to report any hazards observed, including inappropriate activities by other bargaining unit members or any other employee.

Where the results of a drug or alcohol test are positive, the City may remove the employee from active duty, and condition the employee's return to active duty upon appropriate medical evidence, including a negative drug or alcohol retest. Agreed-upon policies between the City and the Union for the implementation of the drug and alcohol tests are attached to this Agreement and made a part of it. After returning to duty, an additional positive drug or alcohol test will result in discharge subject to the grievance and arbitration procedure.

C. Third Examiner. Any dispute about the results of a drug or alcohol test or any other question of physical condition shall be resolved through a special grievance procedure. Under this procedure, the employee shall first obtain the opinion of a qualified physician or other qualified examiner. If this opinion differs from the opinion of the City's examiner, the dispute shall be resolved by a third examiner agreed upon by the City's and the employee's examiner. The decision of the third examiner shall be final and binding, and both the City and the employee shall cooperate fully to provide the third examiner all available records, history and evidence, including the opportunity to examine the employee. If the employee fails to cooperate with the third examiner properly, he may be terminated subject to grievance and arbitration procedure. If the employee is exonerated, his leave will be restored.

ARTICLE 39
RESIDENCY

Section 39.1. To ensure adequate response times to emergencies and disasters, employees, as a condition of employment, shall reside either in Miami County or in one of the following adjacent counties: Darke, Shelby, Champaign, Clark or Montgomery.

ARTICLE 40
DURATION

Section 40.1. This Agreement shall be in full force and effect through December 31, 2015. The initial wage increase shall be effective on January 1, 2013 or, if later, on the date this Agreement is signed. All other provisions shall be effective from the date this Agreement is signed, 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 the first Monday following Labor Day in 2015 and negotiations will commence within thirty (30) days after receipt of the Union's proposals.

Section 40.3. The parties agree that during 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, whether oral, written, implied, or assumed are hereby canceled.

Section 40.4. If this Agreement 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 a 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 provision shall be the provisions of this Agreement 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.

Signed this _____ day of _____, _____

CITY OF TROY

By _____
Director of Public
Service and Safety

By _____
President, Board of Park
Commissioners

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO and its OHIO COUNCIL 8

By _____
Representative

AFSCME LOCAL 1342

By _____

By _____

By _____

By _____

By _____

By _____
Representative

AFSCME LOCAL 1342P

By _____

By _____

248354

Appendix A

CITY OF TROY - AFSCME

ALCOHOL POLICY

1. No employee may report to or remain at work under the influence of alcohol.

2. No employee may use any alcoholic beverage during work hours or during a meal period.

3. No employee may have any alcoholic beverage in his possession (including in his locker or similar place) during work hours or on City premises (except outside duty hours at the golf course or the marina, as a member of the public).

4. Any violation of subsections 1, 2 or 3 may result in discharge.

5. Alcoholism is no excuse for violation of any City rule or any improper conduct.

6. If it is determined by a medical examiner that an employee is an alcoholic or has a drinking problem, he will be placed on leave.

The employee must enter appropriate treatment, and must cooperate and make reasonable progress in the treatment program.

The employee must successfully complete the treatment program, must be fit to return to work, and must successfully pass another alcohol test, within a reasonable time, and must have satisfactory evidence of this. The leave will normally only be for 45 days, and the employee must meet all these conditions within that time. The 45-day period may be extended only if there is medical or scientific evidence that a longer time is justified, and it must be for a specified and reasonable period based upon the expectation that the employee will then be fit for work. A maximum of 60 calendar days of sick leave may be used for this leave. Otherwise, this leave will be unpaid (unless the employee uses accrued vacation).

Before an employee is referred for alcoholism examination, it must be approved by a management committee, which consists of the appointing authority and the employee's department head, or their designates. If they decide to proceed, the City will notify the employee of his right to union representation at any meeting with management. Should the employee refuse representation, a signed statement to that effect will be provided to the Union.

If the employee has not returned to work during the 45 days or within an extension of the leave, he may be discharged. Any employee who has returned to work after such a leave, and who has a recurrence of the problem, may be discharged.

7. Alcohol tests will be conducted in the following instances:

   Pre-employment physicals. The City does not hire any applicant who tests positive, because being under the influence of alcohol will adversely affect job performance.

When there is a reasonable suspicion that the employee is working under the influence of alcohol, or is using alcohol at work. If the City reasonably suspects that an employee is alcoholic or abuses alcohol, he may be referred for examination.

Reasonable suspicion includes being involved in an accident or incident while on duty which results or could have results in serious bodily injury or serious damage to property.

When tested or examined, the employee must provide a urine, blood or breath sample, or cooperate in some other medically accepted procedure. He must sign a form permitting the test and authorizing the release of the results to the City. Refusal to do any of these is insubordination and may subject the employee to discharge.

8. The employee will have the opportunity to discuss any positive test results with the City. If a sample of blood or urine is used, the City will provide the employee the opportunity to have the sample tested at his own expense.

9. Employees who are unexpectedly called to duty when they could reasonably expect that they were free to drink, and who have been drinking, shall inform their supervisors of the drinking. The supervisor shall take whatever action is appropriate, but such drinking is not in itself grounds for discharge or discipline.

The supervisor shall record the employee's report and the action the supervisor took, and sign it. The employee will sign a copy of the form, indicating it is accurate, and will be provided a signed copy. Supervisor includes foreman.

10. The purpose of this policy is to provide a safer work environment, to improve employees' health and job performance, and to protect the public. While not excusing any action which would subject the employee to appropriate discipline, it does give an employee a second chance to rehabilitate himself from a drinking problem.

CITY OF TROY

POLICY FOR IMPLEMENTATION OF DRUG TESTING

Purpose

The purpose of this policy is to provide employees with the City's position regarding drug usage. The intention of the City is to provide a safer work environment, to improve an employee's health and job performance when affected by the abuse of drugs, and to provide guidelines for the consistent handling of drug related situations throughout the City.

Policy

1. Use of Drugs

   a. Employees shall not possess, sell or use illegal drugs, nor abuse prescribed controlled substances while on the job or on City property.

   b. Employees shall not work or report to work under the influence of illegal drugs, nor under the influence of controlled substances, except as provided in sub-paragraph c 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.

2. Drug Dependency Treatment

   Employees are urged to request assistance with any drug problem before disciplinary action is necessary. If an employee advises the City of a drug problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug-related problem will not excuse any violation of City rules.

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

3. Testing Procedure

   Drug screens will be conducted in the following instances:

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

b. When there is reasonable suspicion that an employee is using or possessing illegal drugs or is abusing a controlled substance at work or is working or reporting to work under the influence of illegal drugs, or an abused controlled substance, that employee will be required to consent to a drug test immediately. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, reports that the employee uses, or is under the influence of drugs during work, 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 accident or other incident on duty which results or could have resulted in serious bodily injury or serious damage to property.

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

Before an employee is referred for drug testing, it must be approved by a management committee, where time permits. The management committee consists of the appointing authority and the employee's department head, or their designates. If they decide to proceed, the City will notify the employee of his right to union representation at any meeting with management. Should the employee refuse representation, a signed statement to that effect will be provided to the Union.

Any time an employee is requested to take a drug 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. Refusal to sign the authorization form or to submit immediately to a requested drug test will be considered insubordination and will subject the employee to 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 test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City.

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

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

4. Rehabilitation and Counseling

Any positive test results will result in the employee being relieved from duty.

In the case of a positive test result, the employee shall seek professional help for a drug related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as 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 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 months 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.

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.

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

5. Disciplinary Action

Disciplinary action is appropriate in the following instances:

a. Any employee who is in the possession of, sells or uses illegal drugs or illegally possesses, sells or uses a controlled substance, while on the job shall be subject to discharge.

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

c. Refusal to sign the authorization form associated with a drug test or refusal to take a request drug test immediately is considered insubordination and shall be subject to discharge.

d. Anyone involved in the trafficking of illegal drugs or controlled substances, whether on or off City premises, will be subject to 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 package in a way which indicates an intent to distribute.

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 a second sample.

Any employee may appeal action taken by the City under this policy through the contractual Grievance Procedure.

248354

GRIEVANCE FORM

(Print or Type)

APPENDIX B

Current Date: _____

Name of Employee: _____ Job Title: _____

Department: _____ Supervisor: _____ Date of Incident: _____

STATEMENT OF GRIEVANCE:

_____

_____

_____

RELIEF REQUESTED:

_____

_____

_____

I request AFSCME, Local 1342/1342P as my representative, to act for me in disposition in this grievance.

Signature of Employee: _____ Signature of Representative: _____

This statement of Grievance is to be made out in triplicate with the Original submitted to the City, a copy retained by the employee and a copy provided for Local 1342. It is the responsibility of employee to provide all copies to include one for the Steward.

STEP 1

(Supervisor/Foreman)

A. The situations which led to the filing of this grievance occurred on _____ (Date).

B. The grievance is being filed at Step 1 for amicable adjustment (not later than seven (7) days of the occurrence of the incident that gave rise to the grievance). The City shall reply within seven (7) days following receipt of the Step 1 Grievance.

C. Date grievance was received by the Supervisor: _____

D. Supervisors disposition at Step 1: _____

_____

Signature of Supervisor: _____ Date Issued to Employee: _____

GRIEVANCE FORM
(Print or Type)

APPENDIX B

E. I ☐*Concur* ☐*Do Not Concur* with Step 1 Response. If response is *Do Not Concur,* the Grievance will be taken to Step 2. This must be done within seven (7) days.

Signature of Employee: _____ Date: _____

STEP 2

(Division Head)

A. Date grievance received by Division Head: _____

B. Division Head disposition at Step 2: _____

_____

_____

_____

Signature of Division Head: _____ Date: _____

C. Date Step 2 disposition received by Employee: _____

D. I ☐*Concur* ☐*Do Not Concur* with Step 2 Response. If response is *Do Not Concur,* the Grievance will be taken to Step 3. This must be done within seven (7) days.

Signature of Employee: _____ Date: _____

STEP 3

(Department Head)

A. Date grievance received by Department Head: _____

B. Department Head disposition at Step 3: _____

_____

_____

_____

GRIEVANCE FORM
(Print or Type)

APPENDIX B

Signature of
Department Head: _____ Date: _____

C. Date Step 3 disposition received by Employee: _____

D. I ☐*Concur* ☐*Do Not Concur* with Step 3 Response. If response is *Do Not Concur,* the Grievance will be submitted to Step 4. This must be done within seven (7) days.

Signature of
Employee: _____ Date: _____

STEP 4

(Appointing Authority)

A. Date grievance received by Appointing Authority: _____

B. Appointing Authority disposition at Step 4: _____

_____

_____

_____

Signature of
Appointing Authority: _____ Date: _____

C. Date Step 4 disposition received by Employee: _____

D. I ☐*Concur* ☐*Do Not Concur* with Step 4 Response. If response is *Do Not Concur,* the Grievance will be submitted to Arbitration. This must be done within thirty (30) days.

Signature of
Employee: _____ Date: _____

Note: (1) A grievance must be initiated and responded to in accordance with Article 33 of the contract between the City of Troy and AGSCME, Ohio Council 8 and Local 1342/1342P.

(2) If additional space is required to complete any section of this form, please attach as an addendum.

(3) Original document shall be forwarded with each Grievance Step.

EXHIBIT C AFSCME CONTRACTS 2013-2015 (12-10-2013)

	Beginning Jan. 1, 2013	Beginning Jan. 1, 2014	Beginning Jan. 1, 2015	
Electrician A	$ 29.95	$ 30.62	$ 31.31	hr.
Electrician B	$ 27.21	$ 27.82	$ 28.45	hr.
Electrician C	$ 24.57	$ 25.12	$ 25.69	hr.
Truck Driver-Group Leader	$ 23.61	$ 24.14	$ 24.68	hr.
Heavy Equipment Operator	$ 24.68	$ 25.24	$ 25.81	hr.
Medium Equipment Operator 2 (SM)	$ 24.64	$ 25.19	$ 25.76	hr.
Medium Equipment Operator 1 (SM)	$ 24.49	$ 25.04	$ 25.60	hr.
Medium Equipment Operator N* (SM)	$ 24.17	$ 24.71	$ 25.27	hr.
Laborer 2 Hired prior 1/1/95 (SM)	$ 22.92	$ 23.44	$ 23.97	hr.
Laborer 2 Hired post 1/1/95 (SM) (w/Lic.)	$ 17.57	$ 17.97	$ 18.37	hr.
Laborer 1 Hired prior 1/1/95 (SM)	$ 22.71	$ 23.22	$ 23.74	hr.
Laborer 1 Hired post 1/1/95 (SM) (w/Lic.)	$ 17.35	$ 17.74	$ 18.14	hr.
Laborer (Grandfathered Meter Reader) **	$ 24.27	$ 24.82	$ 25.38	hr.
Light Equipment Operator	$ 23.01	$ 23.53	$ 24.06	hr.
Paint, Sign & Graphics Technician	$ 24.09	$ 24.63	$ 25.18	hr.
Automotive Mechanic	$ 29.97	$ 30.64	$ 31.33	hr.
Automotive Serviceman (Grandfathered) ***	$ 22.63	$ 23.14	$ 23.66	hr.
Park Serviceman	$ 22.63	$ 23.14	$ 23.66	hr.
Park Maintenance Worker	$ 23.01	$ 23.53	$ 24.06	hr.
Laborer - Street, SM-N*, Refuse, CEM, Park	$ 22.42	$ 22.92	$ 23.44	hr.
Laborers hired post January 1, 1995, shall receive the following wage				
Laborer - Street, SM-N*, Refuse, CEM, Park	$ 17.10	$ 17.48	$ 17.87	hr.
(Water Treatment Plant or Waste Water Treatment Plant)				
Mechanic 3	$ 27.57	$ 28.19	$ 28.82	hr.
Mechanic 2	$ 27.35	$ 27.97	$ 28.60	hr.
Mechanic 1	$ 27.14	$ 27.75	$ 28.37	hr.
Mechanic N*	$ 26.81	$ 27.41	$ 28.03	hr.
Operations Technician	$ 27.57	$ 28.19	$ 28.82	hr.
Operator, Class 3	$ 26.55	$ 27.15	$ 27.76	hr.
Operator, Class 2	$ 26.36	$ 26.95	$ 27.56	hr.
Operator, Class 1	$ 26.10	$ 26.69	$ 27.29	hr.
Operator N*	$ 25.83	$ 26.41	$ 27.00	hr.
Operators hired post January 1, 1995, shall receive the following wages:				
*Operator 2	$ 24.78	$ 25.34	$ 25.91	hr.
*Operator 1	$ 23.00	$ 23.52	$ 24.05	hr.
Operator N*	$ 21.24	$ 21.72	$ 22.21	hr.
(Water Distribution)				
Senior Water Distribution Serviceman	$ 27.87	$ 28.50	$ 29.14	hr.
Serviceman 2	$ 25.93	$ 26.51	$ 27.11	hr.
Serviceman 1	$ 25.70	$ 26.28	$ 26.87	hr.
(Utilities)				
Senior Sewer Distribution Serviceman	$ 27.87	$ 28.50	$ 29.14	hr.

N* - No License
SM - Sewer Maintenance
CEM - Cemetery
** Grandfathered Meter Reader - abolished when position vacant per O-11-2009
*** Grandfathered Automotive Serviceman - abolish when position vacant with change to outsourced Fleet Mtn.

CITY OF TROY/AFSCME OHIO COUNCIL 8 AND LOCAL 1342

CITY OF TROY BOARD OF PARK COMMISSIONERS/AFSCME OHIO COUNCIL 8 AND LOCAL 1342-P

MEMO OF UNDERSTANDING

EFFECTIVE 1.1.13

The City is seeking agreement from the safety forces to changes in the health insurance articles to eliminate the differences between the health insurance benefits received by safety force employees and those received by AFSCME and non-represented employees. AFSCME has agreed to continue the health insurance language in the current AFSCME agreement. In order to complete the AFSCME agreement and to extend to AFSCME-represented employees certain benefits that the City may voluntarily extend to the safety forces, the City and AFSCME agree as follows:

1. If the City reaches voluntary agreements with the safety force units which move the safety force units to the standard plan currently provided to AFSCME-represented employees and which include a reduction in the employee contribution percentage, the City will extend the same reduction to AFSCME-represented employees.

2. The City will not be required to provide AFSCME-represented employees any health insurance benefits that a fact finder or conciliator awards to any safety force unit, but if the factfinding/conciliation process results in all safety forces moving to the standard plan with the same reduction in premium contributions, the City will extend the same reduction to AFSCME-represented employees. Similarly, the City will extend to AFSCME-represented employees any reduction in premium contributions which the City extends to non-represented employees.

AGREED:

For the City

For the Union