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AGREEMENT

BETWEEN

CITY OF TROY, OHIO

AND

IAFF LOCAL 1638

JANUARY 1, 2016 - DECEMBER 31, 2018

349708

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PREAMBLE

This Agreement, entered into by the City of Troy, referred to as the "City" and Local 1638, International Association of Firefighters, referred to as the "Union", has as its purpose the following:

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

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it includes male and female employees.

ARTICLE 1
UNION RECOGNITION/COOPERATION

Section 1.1. The City recognizes the Union as the sole and exclusive bargaining representative for all full-time uniformed employees below the rank of Assistant Chief in the Fire Department, but excluding: All other employees.

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

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

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

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

ARTICLE 2
SEVERABILITY

Section 2.1. This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2.2. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within 30 days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 3
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

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

Section 3.2. The grievance and arbitration procedures of this Agreement displace all Civil Service procedures, state and local, and those Civil Service procedures are void as they affect this bargaining unit.

Section 3.3. All other rights created by Civil Service laws, Ordinances, or regulations, state and local, as they may be amended from time to time, which are neither covered by this Agreement nor in conflict with this Agreement will be in effect for this bargaining unit.

ARTICLE 4
WAIVER IN CASE OF EMERGENCY

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

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

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

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

ARTICLE 5
NON-DISCRIMINATION

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

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

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

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

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1. The management and direction of the affairs of the City, including the control of its buildings, plants and equipment are retained by the City. This includes, but is by no means limited to, the selection, transfer, assignment, promotion, demotion, discipline, 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 Ohio 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 reasonable work rules, policies and regulations consistent with the

City's authority to regulate the 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 to writing and posted on the department bulletin board for a period of five (5) working days. Such posting shall constitute notification to all employees and the Union. A copy of any new or amended work rule, policy or regulation will be provided to the Local Union President.

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

ARTICLE 8
NO STRIKE/NO LOCKOUT

Section 8.1. There will be no strikes of any kind, including sympathetic strikes, during this Agreement, whether for foreseeable 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 hours 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 electronic notice shall be given to the Union. The City may seek appropriate court relief or may at its option request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to that Association, or as soon after that as possible. The parties may not file and arbitrator shall not receive post-hearing briefs with respect to

the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this 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 (1) year. 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 one (1) year probationary period. Such employee shall be returned to his former position, or a similar position, when in the judgment of the City, the employee's fitness (medical or psychological) and/or quality of work is not such to merit continuation in the higher level position. Such action shall not be considered disciplinary nor shall it eliminate the employee from consideration for later advancement. No additional probationary period is required following such a demotion.

ARTICLE 10
SENIORITY

Section 10.1. Except as otherwise provided herein, seniority shall be an employee's uninterrupted length of continuous full-time service with the Troy Fire Department 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 with the exception of absence due to duty related injury.

Section 10.3. Seniority shall be terminated when an employee:

A. Resigns or retires;

B. Is discharged for just cause;

C. Is laid off or is absent for a period equal to his bargaining unit seniority at the time of layoff or thirty six (36) months, whichever is less;

D. Fails to report to work within fourteen (14) calendar days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's record;

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

Section 10.4. When transfers are needed to balance shift seniority, the City shall offer the transfer to the most senior member of the department and move down the seniority list, as long as it fits the needs of the department, as determined by the Chief after consultation with the appropriate command officers.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1. When the employer determines that layoff is necessary, because of lack of work, lack of funds, or job abolishment, the City shall notify the affected employees twenty-one (21) days in advance of the effective date of the layoff. The City, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 11.2. The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority in the classification (time in grade), beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 11.3. Employees who are laid off shall be placed on a recall list for a period of thirty six (36) months or a period equal to his departmental seniority, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. The City shall provide laid off employees on a recall list the opportunity to attend training, without charge, to maintain their qualifications to perform the work in the job classification they held at the time of their layoff.

Section 11.4. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. A copy shall also be sent to the local Union president. The employee shall have seven (7) days from the date of receipt to notify the City of his intent and shall have fourteen (14) calendar days to report to work following receipt of City's notice.

Section 11.5. A laid-off employee due to a reduction in the work-force, or whose position is being abolished and who possesses the immediate skills, abilities and certifications or licenses required to perform and hold a position in another firefighter

classification and such employee is in a higher classification, may bump a less senior employee in the lower classification.

ARTICLE 12
POSTING/PROMOTIONS

Section 12.1. The City will post all job announcements for positions within the Department 45 days before the written test.

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

> The written examination will be 60% and the assessment center will be 40%. Minimum passing score on the written examination shall be 70%.
>
> Seniority points will be added in accordance with ORC 124.45, to each candidate's score under the rules of the Troy Civil Service Commission.

Section 12.3. The assessment center shall be conducted as a part of the procedures used by the Troy Civil Service Commission. The Commission shall also conduct a written examination. The Civil Service Commission shall use its rules and regulations in all respects not governed by this Agreement, and the appeal procedures shall be used as prescribed by law. All of the assessors shall be fire professionals, shall have no prior relationship with the applicant and shall not be a past or present member of the department. No one other than an assessor who satisfies these requirements shall have any input or influence in the assessment procedure. The standards for assessment center operations shall be analogous to those used by fire assessment centers, to the extent applicable and practical. Each candidate shall have the opportunity to review with the assessors their evaluation of the candidate. The management of the City and of the Fire Department shall have no role in assessing individual candidates for assessment center purposes, but shall be consulted in establishing the substance to be covered in the assessment center. The City will not disclose a candidate's written examination score to the assessors.

Section 12.4. A candidate for promotion must have at least four (4) complete years experience as a firefighter for the City at the time of the test.

ARTICLE 13
INFORMATION POSTING

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

A. Union recreational and social affairs;

B. Notice of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Results of Union elections;

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

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

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

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

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

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

ARTICLE 14
POSITION DESCRIPTIONS

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

Section 14.2. If a new intermediate position is created within this bargaining unit, the City will negotiate pay rates with the Union within a range of 5% to 9% above the top firefighter base pay rate. If no agreement is reached within 30 calendar days, the pay rates last proposed by the City will remain in effect for the duration of this Agreement.

ARTICLE 15
PERSONNEL FILES

Section 15.1. Each employee may inspect his personnel or medical file maintained by the City at any reasonable time during regular business hours upon written request by the employee with the approval from the Fire Chief. Such approval will not be unreasonably withheld. The employee shall, upon written request, receive a copy of any documents contained therein at a cost of five cents ($.05) per copy. An employee

shall be entitled to have a representative of his choice accompany him during such review. A City representative shall also be present during such reviews.

Section 15.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

Section 15.3. Medical files shall be maintained in accordance with federal and state law by the Director of Personnel.

Section 15.4. All actions of record including disciplinary actions shall be maintained by the City. Materials placed in the employee's disciplinary file which are written reprimands more than 2 years old, and disciplinary actions with more severe penalties more than 5 years old, will not be considered for purposes of disciplinary actions, except as to those disciplinary actions which may show a pattern of similar misconduct.

ARTICLE 16
PERFORMANCE EVALUATIONS

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

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

ARTICLE 17
HEALTH AND SAFETY

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

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

Section 17.3. The Chief or his designee shall remove apparatus from service pending inspection if the mechanical condition of the apparatus makes it unsafe to operate.

Section 17.4. The City may require an employee to undergo an examination by, and to receive the approval of, a physician or other examiner (medical or psychological)

selected by the City before being permitted to return to work or to remain on leave. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 17.5. 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 (medical or psychological) selected by the City. If the examination determines that the employee's condition jeopardizes his health or safety or that of other employees, or his job performance, the City may relieve the employee from active employment. If such examination is required, it shall be paid by the City. The employee will not lose any regular straight time pay he would have otherwise received as a result of the time reasonably spent in attending the examination.

Section 17.6. The City may require an employee to provide it authorization for release of his relevant records and information about his status as part of an examination under this Article or in connection with any claim against the City.

Section 17.7. In any dispute as to an employee's condition, mental or physical, the following procedure will apply, exclusively. The findings of the doctor or other examiner ("doctor") selected by the City will be accepted, unless the employee timely chooses to consult his own doctor. If the doctors disagree, and the employee wishes to contest the findings of the City doctor, he may have the question referred to a third doctor mutually agreed upon by the City doctor and the employee's doctor. The City and the employee will make all relevant materials available to the third doctor, including all medical records. The finding of the third doctor will be final and binding. The cost of the third exam will be submitted through the employee's group health insurance, and the City will pay any cost not allowed by the insurance.

Section 17.8. The City will maintain its current wellness fitness program or an alternative program using comparable standards.

ARTICLE 18
LABOR/MANAGEMENT MEETINGS

Section 18.1. In the interest of sound employee relations, a joint committee not to exceed eight (8), half of whom shall represent the City and half of whom shall represent Local 1638, IAFF, will convene from time to time for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this Agreement. Either the City or the Union may request a labor/management meeting. Such request shall be in writing and include time, date, place, and subject.

Section 18.2. The notice to meet will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting. Each party shall inform the other of the names of that party's representatives who will be attending. The purpose of such meeting shall be to, but not limited to:

A. Discuss the administration of this Agreement;

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

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

D. Disseminate general information of interest to the parties;

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

F. Consider and discuss safety matters relating to employees, including accidents and potential hazards, and ways to prevent accidents and improve conditions.

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

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

ARTICLE 19
UNION BUSINESS

Section 19.1. The writing, investigating, and processing of grievances shall normally be on non-work time. An exception may be granted by the Chief or his designee (in writing) if the activities do not impact on the operation of the Department. If a grievance or disciplinary hearing is held during the employee's working hours neither the employee nor the union representative shall suffer any loss in pay while attending such hearing.

Section 19.2. The Union shall provide the City an official roster of the members of its Executive Committee, which is to be kept current at all times by the Union and shall include the following:

1. Name

2. Work unit

3. Union position held

The City need not recognize any Union representative until the Union has presented the City with proper written notice of that person's selection. If a non-employee is to act as a representative, the Union's written notice must include the representative's work address and phone number.

Section 19.3. No representative of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

Section 19.4. The City will permit up to two Union officers to attend contract negotiating sessions without loss of pay if a negotiating session is scheduled for a time when the Union officer is scheduled to work.

ARTICLE 20
UNION DUES CHECKOFF

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

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

Section 20.3. The City shall transmit 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 or action taken by the City in reliance upon any "Payroll Deduction Authorization" cards submitted by the Union to the City, or otherwise attempting in good faith to carry out the terms of this 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 or improving services or from establishing the work schedules of employees. 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. When a forty (40) hour 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 workweek 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 only actual hours of work. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The standard workweek for forty (40) hour employees is five 8 hour days. Forty (40) hour employees may work four (4) ten (10) hour days by mutual agreement of the Chief and the employee.

Section 21.3. For 24-48 employees (that is, all shift employees), all hours worked outside scheduled time (that is, the normal schedule of 24 hours on duty and 48 hours off duty exclusive of scheduled days off) will be paid at 1-1/2 times the 40 hour rate. The 40 hour rate is regular pay for a bi-weekly pay period divided by 80.

Section 21.4. Exchanges of working time must be submitted in writing, signed by both employees, at least one duty day in advance of the exchange for approval by management, except in cases where less than one day of notice is not possible. Approval of the exchange by management shall not be unreasonably denied. Exchanges of working time shall not create any added overtime pay. Responsibility for repayment of such time rests with the employees involved, and not with the City.

Section 21.5. In Charge Pay. Where there is no command officer in charge, the employee assigned (by rule or otherwise) to be in charge of the shift shall be paid an additional $2.00 an hour for all hours so worked. This shall apply to a maximum of 2 people per shift.

ARTICLE 22
CALL-IN PAY

Section 22.1. An employee required by the City to work at a time outside of his regularly scheduled shift and such time is not contiguous to his normally scheduled shift shall be guaranteed a minimum of two (2) hours work. For call-in on the holidays listed in Article 25, excluding birthday, the employee shall be guaranteed a minimum of three (3) hours work, under this section.

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

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

ARTICLE 23
SICK LEAVE

Section 23.1. An employee may be granted sick leave for absences resulting from illness as described below, provided he complies with the other provisions of this Article.

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

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

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

3. Required medical examinations or treatment of employee or a member of his immediate family which cannot be scheduled during the employee's non-working hours. Employees are expected to schedule routine examinations during non-work time.

For purposes of this policy, 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.

Section 23.3. The City shall, at its discretion, investigate any employee's absence. If an employee requests sick leave and then is seen engaging in activities that appear inconsistent with the request for sick leave, the City will request that the employee submit verification from a physician that the employee was too ill or injured to work but was able to engage in the activities the City believes to be inconsistent with the request for sick leave. Failure to produce such verification will result in the leave being charged to vacation or personal day, instead of sick leave, or to leave without pay if the employee does not have vacation or personal day pay available. If such verification is produced, and the City does not accept the verification, the City will seek the opinion of a doctor of its own choosing. If the two doctors disagree, the third doctor provisions of Article 17.6 shall apply. Nothing in this section shall exempt an employee from possible disciplinary action for abuse of sick leave, or prevents the Union from filing a grievance with respect to any action taken by the City.

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

1. Absence of more than three days (40 hr. employee) or two duty tours (24/48 employee).

2. Three or more employees have requested sick leave on the same date.

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

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

Section 23.5. Sick leave shall be charged in minimum increments of one (1) 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. When sick leave is exhausted, vacation leave may be used upon request of the employee and approval of the City. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the City, be granted a personal leave of absence without pay for a period not to exceed six months. Illnesses exceeding six months will qualify for a Disability Separation.

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

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

Section 23.11. An employee requesting sick leave for the purpose of medical examinations shall provide written notification to the City as far in advance as possible but not less than twenty four hours prior to the appointment. The Chief, in his sole discretion, may waive the 24 hour minimum notice requirement if he concludes that all the surrounding circumstances permit him to do so. An employee requesting sick leave approval for the other purposes shall inform the supervisor as soon as possible before his scheduled starting time.

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

Section 23.13. If an employee fails or refuses to file a required physician's certificate or fails to comply with any other provisions of this Article, he shall not be paid for sick leave. Disciplinary action may also result for any refusal or failure to file a required physician's certificate. If sick leave is disapproved, then the employee shall be informed of the reasons and notified that the day of absence will be considered absence without leave or pay.

Section 23.14. All full-time 24-48 employees accrue a maximum of 6.92 hours and 40 hour 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.

Section 23.15. 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 23.16. An employee may convert three days (24 hours) sick leave 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. (24-48 hour employee's time will be proportionate.)

Section 23.17. 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, job abolishment or at least twenty five (25) years of service credited under the state pension plan and at least attained the age of forty six (46), the firefighter shall receive severance pay equal to his accrued unused sick leave up to a maximum of one thousand and forty (1040) 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 1040 hours), such hours will be paid at $2.75 per hour.

Section 24.3. All 24/48 hour shift employees shall have their sick leave converted by multiplying their accrued sick leave balance by a factor of .7143, then paid at the 40 hour rate.

Section 24.4. "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 or greater than the base wage of the abolished position.

ARTICLE 25
HOLIDAYS

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

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

Personal Day	(a floating 24-hour shift for shift employees, or two floating days for 40 hour employees)

For 40 hour employees when a holiday falls on a Saturday, the holiday will be granted on the preceding Friday; when the holiday falls on a Sunday, the holiday will be granted on the next Monday. December 26 may be scheduled as a holiday in place of Christmas Eve, in years when Christmas falls on a Thursday. The Personal Day shall be used during each calendar year and scheduled only as a full shift in the same manner as vacation. However, no 40 hour employee who takes a Personal Day shall be entitled to any additional Personal Day time during that year upon becoming a 24/48 hour employee, and no 24/48 hour employee, who uses a 24-hour Personal Day shall be entitled to any additional Personal Day time during that year upon becoming a 40 hour employee.

Section 25.2. Bargaining unit members, who work 24/48 shifts, shall receive holiday pay for each of the above holidays. Such pay shall be for eight (8) hours per holiday, computed upon an hourly rate equal in amount to the annual pay, excluding overtime, divided by 2080 hours. Such pay shall be payable on or about December 15 of each year of this Agreement. The Personal Day is excluded from this provision.

Section 25.3. 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 25.4. The City will give bargaining unit employees on a 40-hour schedule an additional amount of scheduled work which is the equivalent of 8 hours of pay for each non-worked paid holiday. Any applicable premium will be paid. If the employee requests in writing, the City will hold this pay and pay it in a single check on or before December 15. If an employee transfers out of 40 hour status during the year, or is terminated, the City pays only those hours actually worked. The Personal Day is excluded from this provision.

ARTICLE 26
VACATION

Section 26.1. New employees will accrue vacation hours, however new employees are not permitted to use accrued hours until after one year of service, except under section 26.9. Employees with one or more years of service 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 4.34 hours per pay period*

After 8 years	3 weeks vacation	4.6 hours per pay period 6.46 hours per pay period*
After 15 years	4 weeks vacation	6.2 hours per pay period 8.63 hours per pay period*
After 24 years	5 weeks vacation	7.7 hours per pay period 10.75 hours per pay period*

*denotes 24/48 hours shift employees

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

Section 26.2. Vacation is to be taken in minimum units of one hour. The request must be submitted to the employer at least 24 hours in advance. This may be waived by the employee's immediate supervisor provided that the employee reports for duty and granting the request will leave one employee more than the minimum staffing standard at work. Seniority will govern if there is more than one such request. If an employee is not able to start his partial day vacation due to an emergency run, the employee will have the following options:

1. Cancel the vacation,

2. Take the remainder of the approved vacation time upon returning from the run, and only be charged for the vacation time actually used, or

3. Take the entire approved vacation time upon returning from the run, as long as this does not conflict with another scheduled vacation or cause an overtime situation. This option will be used at the discretion of the OIC.

Section 26.3. Prior to March 1 of each year, the City will accept one vacation request from each employee for a contiguous block of time consisting of at least one duty day (24 hours) for 24/48 shift personnel, or at least one work day for 40 hour employees, and will grant vacation on a seniority basis. After March 1, the City will grant vacation leave on a first come, first served basis so long as it fits within the minimum staffing requirements of the Fire Department's policy and procedures. Vacation requests, regardless of their outcome (approved or denied) must have a copy with the decision sent to the employee or placed on the online calendar in no more than 72 hours.

Section 26.4. Employees may request to use vacation in minimum units of one hour increments for personal emergencies. Such vacation must be approved by the Chief or his designee.

Section 26.5. Employees shall forfeit their right to take or be paid for any vacation leave to their credit, which is in excess of the accrual for three years. Such excess vacation leave shall be eliminated from the employee's vacation leave balance. However, if a

bargaining unit employee attempts to schedule vacation before it becomes excess, and is unable to do so because there is no time available, the excess vacation may be carried to the first available open day as determined by the Chief.

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 forty (40) hour rate of pay for any earned but unused vacation leave. All 24/48 hour shift employees shall have their accrued vacation hours converted by multiplying such accrued time by a factor of .7143, and will be paid at the 40-hour pay rate.

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 year of service.

Section 26.10. Employees may request to return to work before the end of their scheduled vacations. The Chief or his designee may grant or deny such requests based on the best interests of the Department.

Section 26.11. Employees who are admitted to a hospital while on vacation shall be entitled to convert their post-admission vacation leave to sick 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, in accordance with Chapter 141 of the Codified Ordinances of the City of Troy.

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

ARTICLE 28
COURT LEAVE

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

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

2. The employee may choose to retain all monies received as compensation for court service and waive his regular salary or wage. 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 Director or 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 photo-static copy of the subpoena or jury notice. The Request shall be provided the City promptly upon such call for duty. The employee will cooperate fully with the City to work out court appearance arrangements with the subpoenaing lawyer, so to provide the least interruption and cost to the City, the most effective continuance of coverage for the City and its public, and notification to the City of any changes in the expected court appearance.

Section 28.6. 24-48 employees required to testify in court as a part of their duties, shall be paid for a minimum of three (3) hours if such time is outside of their regularly scheduled shift.

ARTICLE 29
BEREAVEMENT LEAVE

Section 29.1. Bereavement leave of up to one full duty day, for firefighters on a 24 on, 48 off schedule, or 2 work days for firefighters on a 40-hour schedule, shall be granted to firefighters with pay, at the firefighter's regular straight time pay, in the event of a death in the firefighter's immediate family. The time off shall be within a consecutive period of 4 calendar days, one day of which shall include the day of the funeral or

memorial. In the event of the death of a parent, spouse or child, including a step-child, bereavement leave shall be three days instead of two days. This only affects firefighters on a 40-hour schedule.

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

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

Section 29.3. Additional leave for the funeral of such an immediate family member may be granted by the Director of Public Service and Safety from the firefighter's available sick leave, for a normal maximum of a total of two duty days for 24/48 hour employees, or 40 hours for 40-hour employees. 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 time may be exceeded by the Director when unusual circumstances require it. The Director will not arbitrarily withhold approval of a request for additional time off.

Section 29.4. To attend the funeral of family members 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 full pay for a period of up to ninety (90) calendar days following the date of injury. Only occupational injuries or illnesses 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 Worker's Compensation. If the claim is finally rejected by the Bureau of Workers' Compensation, Industrial Commission or court, any duty injury time shall revert to sick leave or leave without pay. If the claim is ultimately allowed, and the City previously denied Duty Injury Leave on the ground that the injury and illness did not occur in the line of duty as a City employee, the City shall grant Duty Injury Leave provided that the illness or injury also resulted in an inability to perform assigned duties.

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

Section 30.6. If the City grants Duty Injury Leave, the City shall inform the Bureau of Workers' Compensation that the employee will receive dull pay while on Duty Injury Leave, so that temporary total disability benefits will not be issued for that period of time. If temporary total disability benefits are issued for a period of time during which the employee receives Duty Injury Leave, the employee shall sign over the BWC check to the City Auditor.

ARTICLE 31
LEAVE WITHOUT PAY

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

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

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

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

Section 31.5. An employee returning from such leave will be returned to his former position. Any individual replacing the employee during the leave will be laid off upon

the original employee's reinstatement. The laid off employee may be considered for other vacancies.

ARTICLE 32
DISCIPLINE

Section 32.1. (A) Disciplinary action shall be only for just cause, or violation of work rules. (B) No action shall be taken in violation of state or federal law. State or federal law includes statutory law, common law and applicable governmental rules and regulations, and specifically includes intentional tort law and any other tort law. (C) Employees shall maintain certification as a firefighter and fire inspector and shall maintain certification and privileges as a paramedic. Employees who do not maintain their certification and privileges may be subject to discipline up to and including discharge consistent with the principles of just cause. The City will notify employees in writing when the City learns about any changes in certification requirements.

Section 32.2. In determining appropriate discipline, the City shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. The provisions of 737.12 ORC shall apply. Forms of disciplinary action may include, but are not limited to, oral reprimands, written reprimands, working suspensions (i.e. paper suspension), suspensions without pay, forfeiture of accrued paid leave (in place of suspension, by mutual agreement of the City and the employee), reduction in classification (demotion), and discharge from employment. Disciplinary action may begin at any step that is consistent with just cause. Counseling shall not be considered disciplinary action.

Section 32.3. Management shall send the Union a copy of any disciplinary action issued to any member covered by this Agreement.

Section 32.4. The City shall investigate possible disciplinary offenses as promptly as possible, and shall impose discipline no later than 60 days from the date the Chief has knowledge of the incident. The time limit imposed in this Section may be extended by mutual written consent.

Section 32.5. Union members shall be advised of their right to have union representation prior to any predisciplinary investigation or disciplinary action held under this Article. The City shall provide an Authorization for Representation form signed by the employee to the President of Local 1638.

Section 32.6. Any appeal of a disciplinary action shall only be through Section 33.2 of the grievance procedure.

ARTICLE 33
GRIEVANCE PROCEDURE

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

All grievances shall be handled exclusively as set forth in this Article.

Section 33.2. Employee Grievances. To be arbitrable a grievance must be put in writing and given to the City within 10 calendar days of the occurrence; however, where the employee did not immediately have knowledge of the event complained of, through no fault of his own, the grievance may be brought up within 10 days of the date he learned of the event, but in no case more than 30 calendar days after the event itself.

All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

A. The aggrieved employee's name and signature.

B. The aggrieved employee's position title.

C. Date grievance was filed in writing

D. Date and time grievance occurred.

E. The location where the grievance occurred.

F. A description of the incident giving rise to the grievance.

G. Specific articles and sections of the Agreement violated.

H. Desired remedy to resolve the grievance.

Section 33.3 Grievance Procedure.

STEP 1. Whenever an employee covered by this Agreement has a grievance, such grievance should be presented to the employee's immediate supervisor using the grievance form. The immediate supervisor shall give his answer within 10 calendar days.

STEP 2. It is hoped that most grievances can be equitably settled at Step 1. However, if the employee, after discussion and decision on the grievance at Step 1 above, still feels that he has been unfairly treated then he may request a meeting with his Chief. His request shall be made to his immediate superior who shall promptly schedule such meeting with the Chief, within 10 days when possible. The meeting with the Chief shall take place on schedule and in the presence of both the Platoon Commander (or Assistant Chief, as the case may be) and the party having the grievance. Every effort will be made by the Chief to reach a prompt and fair decision regarding the grievance. The Chief shall give his answer, in writing, within 10 calendar days after the Step 2 meeting. If, upon receiving the decision of the Chief, the employee feels the matter has not been resolved fairly, then;

STEP 3. The employee shall request through the Chief a meeting with the Director of Public Service and Safety. At this point the request for a meeting with the Director of

Public Service and Safety shall be to the Chief and shall be made in writing setting forth specifically and clearly the nature of the issue to be discussed and resolved. The appeal to Step 3 must be made in writing within 10 calendar days after the Step 2 answer. If the written request to the Director of Public Service and Safety is not clear, it will be returned for written clarification before any meeting is scheduled, with any appropriate explanation of what is not clear. Upon the scheduling of a meeting with the Director of Public Service and Safety, the Chief shall inform the parties involved in the dispute of the time and place and shall appear with them at the scheduled meeting. The meeting will be scheduled within 15 calendar days when possible. Every effort will be made at this meeting, or following it promptly, to reach a fair and equitable decision on the grievance. The Director of Public Service and Safety shall give his answer in writing no later than 15 calendar days after the Step 3 meeting. All time limits may be extended by written mutual agreement. The Director may designate a representative to take his place in Step 3.

Any grievance that would be subject to the Civil Service Commission shall instead be subject exclusively to arbitration under this Section. If an arbitrable grievance has not been settled during the prescribed grievance procedure, the Union may appeal the matter to final and binding arbitration by giving the City written notice within 30 calendar days of the City's answer at the last step of the prescribed grievance procedure.

General. The employee may have Union representation at all steps of the grievance procedure. 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.

Section 33.4. Class Grievances. 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. Such grievances shall be initially filed at Step 2 within 30 calendar days of the occurrence.

Section 33.5. 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 30 calendar days of the occurrence.

Section 33.6. City Grievances. A grievance may be filed by the City on any claim 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 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 33.7. Arbitration. Upon notification to the other party of an intent to arbitrate a grievance, either the Union or the City may request the appointment of an arbitrator under the rules of the American Arbitration Association, or the City and the Union may mutually agree on an arbitrator.

The arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall have no power to determine any jurisdictional disputes between employees covered by this Agreement and employees outside the coverage of this Agreement, or unions claiming to represent employees outside the Agreement. Anything that happens after the termination of this Agreement will not give rise to any rights or liabilities under this Agreement and shall not be subject to arbitration.

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 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.

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

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.

ARTICLE 34
MEDICAL AND LIFE INSURANCE COVERAGE

Section 34.1. The current insurance plan and employee contribution rates will continue unchanged through August 31, 2016.

Effective September 1, 2016, the City will make available to bargaining unit employees the same health insurance options as the City makes available to the director of Public Service and Safety and to other non-represented employees, provided that, for employees participating in a High Deductible Health Plan:

(A) The City will contribute a minimum of $1000/single and $2000/family to the Health Savings Account of employees during the plan year beginning September 1, 2016;

(B) The City will contribute a minimum of $700/single and $1400/family to the Health Savings Account of employees during the plan year beginning September 1, 2017; and

(C) The City will contribute a minimum of $500/single and $1000/family to the Health Savings Account of employees during the plan year beginning September 1, 2018.

The City will, for each insurance year, maintain the Standard Plan in place the previous insurance year so long as the per-employee premium cost does not increase more than the percentage increase in the statewide cost of a family insurance plan as reported by SERB in its most recent (as of April 1) report on health care costs in Ohio's public sector. If the increase would be more than the percentage increase derived from the SERB report, the City may select a different plan as the City's Standard Plan which will keep the increase from exceeding the percentage increase derived from the SERB report while keeping coverage as comparable as possible.

Section 34.2. Employees will pay 12% of the health insurance premium for the standard plan provided pursuant to Section 34.1 ("the Standard Plan"). Employee contributions shall be made through payroll deduction as a condition of coverage. The City will pay the balance of the premium.

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

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

employees who elect to participate falls below the carrier's minimum participation requirement, if any.

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

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

Section 34.6. Full time employees who waive family health insurance for a twelve month period during open enrollment will be paid an incentive as explained below, provided that the employee can provide proof of coverage elsewhere. The incentive payment will be pro-rated if coverage is waived for less than an entire plan year because an employee terminates employment, waives coverage mid-plan year or re-enrolls for City coverage due to divorce or other event causing loss of the employee's other coverage. A full time employee who waives coverage for an entire twelve months and who is not a dependent on another City of Troy health insurance plan will be paid an incentive of $ 2400.00. A full-time employee who waives single coverage for an entire 12 months and who is not a dependent on another city of Troy health insurance plan will be paid an incentive of $800.00. The incentive will be paid out in even installments with each paycheck over a twelve-month period.

Section 34.7. The City reserves the right to modify the health insurance provisions of this Article to the minimum extent necessary to avoid the imposition of any penalty, tax or fine under the Affordable Care Act, its implementing regulations, or any subsequent health insurance laws or regulations enacted during the term of this Agreement.

Section 34.8. The President of the IAFF (or his/her designee) and up to two members (as selected by the President) will be notified of all Health Insurance Committee meeting and may be present and participate in all City of Troy Health Insurance committee meetings to review and recommend health care insurance in the upcoming years. The Health Insurance Committee will meet as often as necessary to facilitate in a timely fashion all information and cost as needed in an effort to maximize the value to employees and cost effectiveness of health insurance and dental insurance plan designs.

ARTICLE 35
UNIFORM/EQUIPMENT ALLOWANCE

Section 35.1. Bargaining unit employees shall be provided a clothing maintenance allowance of $700.00 each year in 2016 and 2017, and $750 for each year of the Agreement beginning in 2018, while in active pay status. In 2016, the City shall provide each employee with two new uniform shirts, in addition to the annual clothing maintenance allowance, in the event of a change to the uniform shirt.

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

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

Section 35.4. The City shall provide each new employee with an initial issue of three (3) sets of approved uniforms, each set consisting of one pair of pants and one shirt. A one time purchase of one dress uniform, which consists of a dress uniform blouse and trousers, shall be made following satisfactory completion of the probationary period.

Section 35.5. An employee shall be entitled to replacement of articles of clothing, equipment and personal property which are necessary for the job and which are destroyed, lost or stolen in the line of duty and not due to employee's negligence. The employee's application shall set forth a description of the article destroyed, lost or stolen and the cause of destruction, loss or theft.

Section 35.6. The City shall provide safety glasses and hearing protection for those employees whose work requires the wearing of safety glasses and hearing protection.

Section 35.7. An employee shall be entitled to carry over a maximum of one hundred fifty dollars ($150.00) to the following calendar year.

Section 35.8. Upon an employee's retirement under the applicable rules of the Police and Fire Pension and Disability fund (PFPDF), the City shall present the employee with the employee's service badge and helmet as a gift from the City.

ARTICLE 36
WAGES

Section 36.1. Wages will be increased 2% effective January 1, 2016, 2% effective January 1, 2017; and 2% effective January 1, 2018, as shown on Appendix A.

ARTICLE 37
LONGEVITY

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

ARTICLE 38
DRUG POLICY

Section 38.1. The City, the Union, and every employee will cooperate fully to resist and correct any actual or threatened drug problem. "Reasonable suspicion" means circumstances that would cause a belief that an employee may have violated this Agreement. "Drug" includes alcohol, illegal substances, and any other substance, the use, possession, or 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 the law.

Section 38.2. The City has the right to require an appropriate drug 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 tests of any employee where the City reasonably suspects drug possession or usage. "Reasonable suspicion" means believes, based on circumstances that would cause a belief, that an employee may have engaged in such drug possession or usage.

This includes the right, where there has been an accident, to require a drug test of any employee whose ability might have been impaired by drugs which could have contributed to the accident or its consequences. The City shall carry out drug tests in a way which does not needlessly impinge upon privacy or reputation, and which as far as practicable produces highly reliable results.

Since firefighters must at all times be in the highest condition of alertness and capacity, and since the failure to maintain this condition can result in physical damage, personal injury, or death, either to fellow firefighters or to members of the public, they 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. Without changing the meaning or intent, the words "probable cause" can be substituted for "reasonable suspicion", provided the same definition is placed in the drug policy, and the words "has probable cause to suspect" can be substituted for the words "reasonably suspects", provided the same definition is used.

Section 38.3. Where the results of a drug 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 retest. An agreed-upon policy between the City and the Union will be developed for the implementation of the drug test. It will then be attached to this Agreement and made a part of it. After returning to duty, an additional positive drug test will result in discharge subject to Civil Service procedures. Any dispute about the results of a drug 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 promptly, he may be terminated subject to Civil Service procedures.

Section 38.4. Appendix B "City of Troy Policy for Implementation of Drug Testing", dated 11/8/88, Revised 10/31/97 and 11/05/03, remains in effect.

ARTICLE 39
ANNUAL PHYSICAL

Section 39.1. Each employee shall continue to undergo an annual physical, using guidelines which are substantially similar to those currently used. The City shall select the physician and/or facility and pay for such physical.

Section 39.2. Should the annual physical exam disclose the need for further medical evaluation by a specialist, the firefighter shall promptly seek such evaluation. (The costs for his exam are to be submitted to the group health insurance, and the City will pay any costs, including deductible, not allowed by insurance.) The Chief has the option whether to accept or reject the opinion or findings of the second doctor. If he rejects it, the dispute shall be resolved by a third doctor, a specialist agreed upon by the physicians who conducted the first two exams.

Section 39.3. The costs of the third exam not covered by group health insurance shall be paid by the City. In all cases, every effort shall be made to utilize advance plan physicians who recognize the UCR costs paid by the group health insurance plan. The decision of the third doctor shall be final and binding, and both the City and the firefighter shall cooperate fully to provide him all available records, history and evidence, including the opportunity to examine the employee.

Section 39.4. If an employee is medically determined to be incapable of performing the full duties of his position, the employee may be terminated.

ARTICLE 40
EDUCATION INCENTIVE

Section 40.1. The City shall provide an Educational Incentive Plan (E.I.P.) for employees above the probationary grade. Each full-time fire fighter shall receive, in addition to his authorized pay range classification, in accordance with the following rules, regulations and schedule, an amount as set forth below:

Degree	Incentive Pay
Associate Degree	$715 annually
Bachelor's Degree	$1,100 annually
Master's Degree	$1,815 annually

A fire fighter shall have completed his probationary period to be eligible for the E.I.P.

Section 40.2. All credit hours and degrees shall be earned from an accredited institution of higher learning as approved by the Chief of the Department and the Director of Public Service and Safety. The credit hours or degree must be in fire science, fire technology, fire engineer, public administration, business administration, an associate degree in paramedic, or other similar degree as approved by the Director of Public Service and Safety.

Section 40.3. Degree holders shall be eligible for continuing payment of E.I.P. benefits. All credits submitted for approval shall be graded not less than "C" or 2.0 on a 4.0 grading scale. The completion of 96 quarter hours or 64 semester credits toward a qualifying bachelor's degree shall be treated as the equivalent of an associate's degree.

Section 40.4. Credits earned by a fire fighter prior to the enactment of the E.I.P. are acceptable to the Plan provided they meet all other requirements herein. Credits acquired after the enactment of the E.I.P. and submitted for approval shall have been earned on the employee's off-duty time; provided, however, that courses may be taken during duty hours with the approval of the Chief. Hours lost under these circumstances shall be made up by the employee, or, by agreement between the employee and the Chief, be deducted from the employee's accrued vacation time.

Section 40.5. It is the responsibility of the fire fighter seeking E.I.P. benefits to submit to the Chief a certified transcript of credits from the institution he is attending. A new transcript shall be provided each time the fire fighter seeks a higher level of payment in the program.

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

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

Section 40.6. Employees may seek reimbursement of tuition expenses under Section 141.28 of the Codified Ordinances of the City of Troy and Administrative Regulation SD-4-95, Tuition Reimbursement Policy. The Tuition Reimbursement Policy provides that employees who are eligible for E.I.P. benefits shall not be eligible for benefits under the Tuition Reimbursement Policy. Therefore, employees who apply for tuition reimbursement benefits shall be deemed to have waived all E.I.P. payments under this Article for any year during which the employee attends any course approved for reimbursement under the Tuition Reimbursement Policy. The rules and requirements contained in Administrative Regulation SD-4-95 shall be fully applicable to any employee seeking tuition reimbursement under this section.

Section 40.7. The City will pay the registration or enrollment fees for the 48 hour paramedic refresher course for up to 1/3 of the bargaining unit members each year. Employees attending the course shall do so on their own non-working time.

ARTICLE 41
RESIDENCY

Section 41.1. 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 42
DURATION

Section 42.1. This Agreement shall be in full force and effect from January 1, 2016 (or, if later, when the parties reach agreement) through December 31, 2018.

Section 42.2. The Union's initial proposals for a new Agreement will be provided to the City no later than September 15, 2018 and negotiations will commence within 30 days after receipt of the Union's initial proposals.

Section 42.3. During the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. Therefore, except as may be specifically agreed to in another clause of this Agreement, the City and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement. The provisions of this Agreement constitute the entire agreement between the City and the Union and all prior agreements and practices, oral, written, implied, or assumed, are hereby cancelled.

Section 42.4. If this Agreement expires before a new agreement is reached, the City and the Union will observe all terms of the expired Agreement pending the completion of the statutory impasse procedure.

CITY OF TROY, OHIO

By: _____
Director of Public Service and Safety

Date: 2/8/16

IAFF, LOCAL 1638

By: _____

By: _____

By: _____

Date: 2-12-16

APPENDIX B

11-8-88
rev. 11/05/03

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 alcohol and drug usage situations. 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 alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations throughout the City.

POLICY

1. Use of Alcohol and Drugs

   a. Employees shall not possess, sell or use alcohol or 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 alcohol or 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 or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.

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

3. Testing Procedure:

   Drug and/or alcohol screens will be conducted in the following instances:

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

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

Anytime an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to 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. If a blood alcohol test is used, the same steps will be taken.

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

Drugs being screened may include any drugs of abuse or prescription medication that you do not have a valid 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/alcohol 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/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than 6 months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination or 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 alcohol, or 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 alcohol, 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 rehabilitation program if treatment is appropriate.

c. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol 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 packaged 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 appropriate grievance procedure.

IAFF CONTRACT

APPENDIX A

		Beginning Jan. 1, 2016		Beginning Jan. 1, 2017		Beginning Jan. 1, 2018	
Platoon Commander	$	80,025.21	$	81,625.71	$	83,258.22	yr.
1st Class Firefighter (Step 2 - 1 yr)	$	68,608.76	$	69,980.94	$	71,380.56	yr.
1st Class Firefighter (Step 1 - 6 months)	$	65,558.82	$	66,870.00	$	68,207.40	yr.
2nd Class Firefighter (Step 2 - 6 months)	$	60,229.86	$	61,434.46	$	62,663.15	yr.
2nd Class Firefighter (Step 1 - 6 months)	$	55,651.35	$	56,764.38	$	57,899.67	yr.
3rd Class Firefighter (Step 2 - 6 months)	$	51,836.99	$	52,873.73	$	53,931.20	yr.
3rd Class Firefighter (Step 1)	$	49,558.11	$	50,549.27	$	51,560.26	yr.