



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM



Date: June 25, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Frank Nastasi, Police Chief  
Jeanette Menig, Human Resources Director  
Jennifer Lee, Deputy Human Resources Director

Subject: Contract Ratification – Troy Command Officers Association (TCOA)  
(Introduced by: Jeanette Menig, Human Resources Director)

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### **History**

The Troy Command Officers Association (TCOA) currently represents 24 sworn police officers.

In April of this year, the City and the TCOA started negotiating a successor collective bargaining agreement to replace the contract that expires on June 30, 2024. We held three bargaining sessions and reached a tentative agreement at the end of May.

### **Financial**

As seen in the attached summary, the three-year agreement provides annual wage increases, enhances clothing/cleaning allowances, increases shift differentials and provides the most senior officers an additional week of vacation time. Additionally, employees in this bargaining unit are now eligible to participate in our enhanced dental plan, consistent with other groups in the City. These benefits mirror many of the enhancements in the Police Officers' agreement ratified last year.

The estimated additional cost for the first year of the agreement is \$293,365. The significant driver of the cost is wages, resulting from the impact of last year's increase to the top pay for Police Officers and the need to maintain appropriate pay separation between the positions of Officer and Sergeant, Sergeant and Lieutenant, and Lieutenant and Captain.

Additional administrative and non-financial changes are also included in this agreement.

### **Recommendation**

City management recommends approval of this agreement between the City of Troy and TCOA for a three-year collective bargaining agreement for the period July 1, 2024 to June 30, 2027.

A summary of contract changes and copies of the tentative agreements are attached. For reference, the current collective bargaining agreement is available on the [City website](#).

**Legal Review**

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.


City of Troy and TCOA  
2024-2027 Collective Bargaining Agreement  
Tentative Agreement Summary

<b><u>ISSUE</u></b>	<b><u>CURRENT</u></b>	<b><u>AGREEMENT</u></b>
Cleaning Allowance	\$660/year	\$ 700/year
Clothing Allowance	\$800/year	\$1000/year
Dental Insurance	Standard dental coverage provided with no premium share by employees.  No defined "opt out" incentive is identified in the agreement.	Additional option for enhanced dental insurance will be offered. Employees who select standard or enhanced dental insurance will pay 5% of the premium cost of plan selected.  Employees who do not enroll in dental coverage will receive \$25/month.
Holidays & Overtime		Clarifies that the starting time of the shift determines eligibility for holiday rate.
Retirement		Include new option for Deferred Retiree Health Care for those already eligible to earn credit toward retiree health care.
Sick Leave	Previously no banked sick time paid out for resignations (only at retirement)	Will pay a percent of banked sick time based on years of service: 15 yrs = 50%, 20 yrs = 75%, 25 yrs = 100%
Shift Premium	Afternoons \$ .80/hour Midnights \$1.00/hour	Afternoons \$1.50/hour Midnights \$1.75/hour
Vacation		Employees will accrue an additional week of vacation at 20 years of service.
Wages		Wages retroactive to 7/1/2024 Sgt start 7% over Police Officer max Sgt max 10% over Police Officer max Lieutenant 20% over Sergeant max Captain 15% over Lieutenant  July 1, 2024      Based on % above July 1, 2025      Based on % above July 1, 2026      3.00% if TPOA not settled by 7/1/2026
Language clarifications and non-financial / procedural		Miscellaneous language clean-up and procedures defined in several sections

TENTATIVE AGREEMENT  
City of Troy and TCOA  
May 22, 2024

The City and the Union agree to a three-year agreement, July 1, 2024 – June 30, 2027.

FOR THE UNION:



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Date:

6/3/24

FOR THE CITY:



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Date:

6/3/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
May 21, 2024

26. HOLIDAYS     Status Quo regarding identified designated holidays.

34. CLOTHING AND CLEANING ALLOWANCE

- A. Each fiscal year, every officer shall be allotted a basic clothing allowance of ~~\$600.00~~ **\$1000.00**. ~~Said clothing allowance shall be placed in an account in the officer's name and shall be disbursed to the officer upon submittal of receipts for approved clothing and personal equipment purchases. Such receipts must be original receipts which will be returned to the officer after being duplicated.~~ **The allowance shall be issued to each active officer, less applicable payroll tax deductions, via direct deposit during the month of July of each year.**

~~It is clearly understood that clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year. In the event that employment is interrupted for such reasons as retirement, or leave of absence or injury leave in excess of six (6) months, the City shall have the right to adjust such payments on a prorated basis and make adjustments in payments for the following fiscal year based on overpayments in the current year.~~

- B. Any command officer assigned to or from a non-uniform investigative assignment for a period in excess of six consecutive months shall receive an additional ~~\$150.00~~ **\$200.00** in his clothing allowance. ~~A command officer assigned to a non-uniform investigative assignment shall be allowed to charge purchases of civilian clothing up to \$150 as soon as he is assigned to a non-uniform investigative assignment, provided that if the officer's assignment is insufficient in duration to qualify him for the additional \$150 allowance, his clothing allowance for the following year will be reduced by the amount of purchases of civilian clothing.~~ **The additional allowance will be issued, less applicable payroll tax deductions, via direct deposit.**
- C. Any Police Sergeant promoted to the rank of Police Lieutenant shall be provided the following uniform items, at no cost to the officer: Two trousers, two long-sleeved shirts, two short-sleeved shirts, and one winter coat.
- D. ~~\$25 of unused funds from the basic clothing allowance may be carried forward each fiscal year.~~
- ~~E~~-D. The amount and type of uniforms and equipment shall be as determined by the Police Chief. Changes in uniforms and/or personal equipment will be discussed with the officers of the Association, and all officers will be notified of any mandatory change at least 30 days in advance of the fiscal year.
- ~~F~~-E. Each officer shall receive an annual cleaning allowance of up to ~~\$500~~ **\$700.00** on or before May 20th of each year which shall be comprised of twelve (12) monthly

payments prorated for each full month that the officer was actively working in the previous twelve-month period. **The allowance shall be issued to each active officer, less applicable payroll tax deductions, via direct deposit.**

35. LONGEVITY Status Quo

37. WAGES

Police Sergeant start step will be 7% increase over Police Officer (highest step).  
Police Sergeant top step will be 20% increase over Police Officer (highest step).  
Police Lieutenant base pay will be 10% increase over Police Sergeant (highest step).  
Police Captain base pay will be 15% increase over Police Lieutenant pay.

	<u>July 1, 2024</u>	<u>July 1, 2025</u>	<u>July 1, 2026*</u>
Sergeant (Start)	\$ 97,926	\$ 100,865	\$ 103,891
Sergeant (6 mo.)	\$109,824	\$ 113,119	\$ 116,513
Lieutenant	\$120,806	\$ 124,431	\$ 128,164
Captain	\$138,927	\$ 143,096	\$ 147,389

\* If the TPOA agreement is not ratified by July 1, 2026 wages will be as indicated above for July 1, 2026; if the TPOA agreement is ratified on or before July 1, 2026 wages indicated above for July 1, 2026 will be replaced with the percent spread indicated (7%, 20%, 10%, 15%) as computed from the highest step for Police Officer.

FOR THE UNION:

Ekaterina Kulesza  
[Signature]

Date: 5-21-2024

FOR THE CITY:

Jeanette Mewg  
[Signature]

Date: 5/21/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
May 21, 2024

4. NON-DISCRIMINATION

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to **race, religion, color, sex, sexual orientation, gender identity or expression, height, weight, marital status, national origin, age, disability, or veteran status or any other basis protected by federal and state law**. ~~sex, marital status, race, color, creed, national origin, religious, or political affiliations.~~ Within this Agreement, all references to "he" shall also be interpreted as "she", and all references to "his" shall also be interpreted as "her", etc.

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*Also, the agreement will be updated to be gender-neutral.*

FOR THE UNION:

Shuster Kulesza  
[Signature]

Date: 5-21-2024

FOR THE CITY:

Jeanette Meng  
[Signature]

Date: 5/21/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
May 21, 2024

14. DISCIPLINE

~~I. At the conclusion of any investigation conducted, the employee who is the subject of the complaint shall be notified in writing of the outcome of that investigation and a copy of the file supplied to the employee, if requested.~~

**At the conclusion of any investigation conducted, the employee who is the subject of a complaint shall be notified in writing of the outcome of that investigation and be allowed to review the complete file. If an investigation results in discipline, a copy of the discipline investigation file will be supplied to the officer and a TCOA representative, if requested. If confidential sources of information are withheld, the Police Chief will provide the Union President with written reasons for the confidentiality. It should be noted that any privileged information, which is prohibited from being disclosed to the officer, cannot be utilized as a basis for disciplinary measures against the officer.**

FOR THE UNION:

*Shester Kulesza*  
*[Signature]*

Date: 5-21-2024

FOR THE CITY:

*Jeanette Meunz*  
*[Signature]*

Date: 5/21/24



TENTATIVE AGREEMENT  
City of Troy and TCOA  
April 22, 2024

21. SICK LEAVE

(add I.)

- I. **Effective July 1, 2024, upon resignation in good standing and with a minimum of two weeks' notice, unused sick leave credits will be paid to the employee to a maximum of 480 hours based on the following schedule:**

**15 years of credited full-time City of Troy service = 50%**

**20 years of credited full-time City of Troy service = 75%**

**25 years of credited full-time City of Troy service = 100%**

FOR THE UNION:

*Eket Kulesza*  
*[Signature]*

Date: 4-22-2024

FOR THE CITY:

*Jeanette Mung*  
*[Signature]*

Date: 4/22/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
May 21, 2024

26. HOLIDAYS

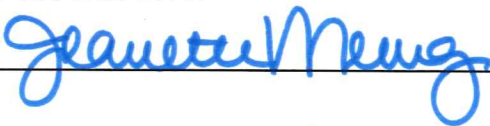
- A. On January 1, each officer shall be allotted 110 hours of future holiday leave.
- B. Designated holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, Easter, and New Year's Eve Day. The designated holiday shall apply to one specific calendar day for each of the designated holidays.
- C. Any Operations Division command officer working on a designated holiday shall receive one and one-half times his regular hourly rate for all hours worked that day. All overtime hours worked on a designated holiday shall be paid at the rate of two times his regular hourly rate. **The starting time of the shift determines eligibility for holiday overtime.**
- D. Unused holiday leave as of December 31 of each year shall be paid to the officer on a straight time basis by means of direct deposit.
- E. Investigative and Administrative Services Division command officers may work a designated holiday, if it is their scheduled work day, upon providing seven days' written notice to the Division Captain. An officer working under this section will be paid straight-time only **one and one half times the regular rate.**
- F. Investigative and Administrative Services Division command officers ordered to work on a designated holiday ~~that falls on their regularly scheduled work day and work hours shall be paid one and one-half~~ **two** times the regular rate. ~~All such overtime hours worked on a designated holiday that falls outside of an officer's regularly scheduled work day and work hours shall be paid at the rate of two times his regular hourly rate.~~
- G. Upon death or retirement, unused holiday leave accrued that year will be paid at the rate of 100% of the unused hours.
- H. **In the event that an employee terminates employment with the Employer having used more holiday leave than had actually been observed in the calendar year plus floating holiday, the employee's last paycheck will be reduced by the excess amount of holiday leave the employee has taken. In the event that an employee terminates employment with the Employer having used less holiday leave than had actually been observed in the calendar year plus floating holiday(s), the employee's last paycheck will include payment for the holidays not taken**

FOR THE UNION:

  
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Date: 5-21-2024

FOR THE CITY:

  
\_\_\_\_\_

Date: 5/21/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
April 22, 2024


27. VACATION

- A. All officers shall qualify for vacation leaves on January 1 of each calendar year according to the following schedule:
1. For all months worked in the previous calendar year prior to the ~~third service date with the City~~, an officer shall ~~accumulate vacation leave at the rate of 6 2/3 hours for each month worked.~~
  2. ~~For all months worked in the previous calendar year beyond the third and prior to the eighth service date with the City~~, an officer shall ~~accumulate vacation leave at the rate of 10 hours for each month worked.~~
  - ~~3.~~ For all months worked in the previous calendar year beyond the eighth and prior to the thirteenth **fifth** service date with the City, an officer shall accumulate vacation leave at the rate of 13 1/3 hours for each month worked. **(12 months = 160 hours)**
  - ~~4.~~ For all months worked in the previous calendar year beyond the thirteenth service date with the City, an officer shall ~~accumulate vacation leave at the rate of 15 hours for each month worked.~~
  - ~~5.~~**2.** For all months worked in the previous calendar year beyond the eighteenth **fifth** service date with the City, an officer shall accumulate vacation leave at the rate of 16 2/3 hours for each month worked. **(12 months = 200 hours)**

**Effective the first full month following ratification:**


- 3. For all months worked in the previous calendar year beyond the twentieth service date with the City, an officer shall accumulate vacation leave at the rate of 20 hours for each month worked. (12 months = 240 hours)**

FOR THE UNION:

*Shet Kulesza*  


Date: 4.22-2024

FOR THE CITY:

*Jeanette Meung*  


Date: 4/22/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
May 21, 2024

The City and the Union agree to modify Article 27, C, 1 as follows:

27. VACATION

C. For Sergeants and Lieutenants, the following provisions shall apply:

1. ~~Officers may use up to 80 hours of accrued vacation leave time on a one-day-at-a-time basis.~~ Vacation leave time taken on a one-day-at-a-time basis must be utilized in a regular full shift block (8 or 10 hours depending on work assignment). A maximum of 80 hours of unused vacation leave time as of December 31st of each year shall be paid to the officer on a straight time basis.

FOR THE UNION:

Shirley Kulesza  
[Signature]

Date: 5-21-2024

FOR THE CITY:

Jeanette Muir  
[Signature]

Date: 5/21/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
May 21, 2014

The City and the Union agree to replace Article 29 with the following:

Article 29. WORKERS' COMPENSATION

- A. The City will provide benefits pursuant to the current Michigan Workers' Compensation law for an employee who suffers an accidental injury or a disabling occupational disease arising out of and in the course of employment with the City. If the Michigan Workers' Compensation law changes, the policy will mirror the changes.

The parties to this Agreement understand that Workers' Compensation benefits are paid in accordance with applicable Workers' Compensation laws of the State of Michigan, but that supplemental payments are made subject to the employee based upon the following. The employee must:

1. Be full-time in order to receive supplemental benefits;
2. Immediately, upon reasonable knowledge of the injury, report the injury to their immediate supervisor;
3. Complete an incident report on the injury and cause of the injury;
4. Obtain treatment with the City-designated clinic for the initial treatment and up to the following twenty-eight (28) days after the initial treatment;
5. Provide periodic updates from the employee's physician if requested by the City;
6. Perform in a light duty status, consistent with the recommendation of the attending physician, if directed by the City;
  - a. With the exception of excluding those duties listed in Article 21A.
7. Follow the processes required by Workers' Compensation laws if there is a disagreement between the treating physician and another provider or the insurer, which may include consenting to an independent medical examination as necessitated by the and insurance carrier or following a medical dispute process.

It is further understood that the denial of supplemental benefits, benefits under another Article, and/or other benefit plans does not affect the receipt of Workers' Compensation benefits.

- B. In accordance with Workers' Compensation law, there is a 7-day waiting period for wage loss benefit payments from the Workers' Compensation insurance carrier. If the disability lasts beyond one-week (seven (7) consecutive, calendar days), the worker is entitled to benefits as of the eighth (8th) day after the injury. If a disability continues for two weeks (fourteen (14) consecutive, calendar days) or longer, then the worker is entitled to be paid compensation for the first (1st) week of disability from the date of disablement. There is no waiting period for medical benefits; coverage begins at the time of the injury.
- C. For the first thirty (30) days following the date of disability, the employee shall receive a check from the City in an amount sufficient to augment appropriate Workers' Compensation insurance to provide the employee with their regular,

base wage. Employees shall not incur any loss of accrued leave time during this 30-day period.

After the 30-day period has been completed, an employee shall receive, if otherwise eligible, Workers' Compensation as provided by law and a benefit equal to the difference between such Workers' Compensation benefit and approximately eighty percent (80%) of the employee's base wage. In order to be eligible for such benefit, an employee must supplement such benefits by using up to a maximum of four (4) hours per pay period of paid leave time.

- D. Upon the retirement of a member of this Union due to their disability as provided in Chapter 10 of the City Code, they shall receive a pension of not less than two-thirds (2/3) of their Final Average Compensation during the period they are in receipt of Workers' Compensation due to this disability arising out of and in the course of their City employment.
- E. The employee agrees to refund any overpayments to the City, per provisions of Article 37 (E).

FOR THE UNION:

Christa Kulesza  
[Signature]

Date: 5-21-2024

FOR THE CITY:

Jeanette Mung  
[Signature]

Date: 5/21/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
June 12, 2024

31. HEALTH INSURANCE

- A. The Employer shall provide hospitalization and medical insurance for employee and family equal to or better than the following:
1. Blue Cross Community Blue Plan 1 (Modified) to include: \$10/\$40 drug rider with mandatory generic, prior authorization, step therapy, 2xMOPD; \$30 office visit co-pay; \$30 chiropractic office visit co-pay; \$50 emergency room co-pay (waived if admitted); and \$250/\$500 basic deductible.
  2. Dental Insurance **A basic dental program**, including Class I and Class II benefits with a 10% employee co-payment of claims and a maximum benefit of \$1000 per person per year, beginning each January 1 and orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19.
  3. **Effective January 1, 2025 employees will have the opportunity to select an enhanced dental plan, including orthodontic coverage.**
- B. An employee who elects to be covered by health insurance shall contribute 5.0% of the total premium cost by means of a pretax payroll deduction. **Effective January 1, 2025 employees who choose to enroll in dental insurance (basic or enhanced) shall contribute 5% of the premium for dental insurance.**
- C. Employees who, after July 1, 2006, choose not to subscribe to health insurance will receive \$250 per month. For current bargaining unit members who, prior to July 1, 2006, opted not to subscribe to medical insurance, the amount of "cash-in-lieu" payment is frozen at the amount they were being paid as of July 1, 2006. Employees entering the bargaining unit after August 11, 2014 who are receiving "cash in lieu" at the time they entered the unit, will continue to receive the same amount or \$250 per month, whichever is less.
- Effective January 1, 2025, officers who choose not to subscribe to dental insurance shall receive \$25 per month.**

*Highlighted sections D – G to be relocated to Article 36 Retirement under a new section C titled Medical Insurance in Retirement and D titled Retirement Health Savings*

- D. Upon regular retirement, early retirement, or disability retirement, employees will be eligible for health insurance if they meet the age and service requirements whether they participate in the Defined Benefit or Defined Contribution Pension Plan (unless they participate in the Retirement Health Savings (RHS) plan per section G, below). Such insurance will be provided for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, at the rate of 4% per complete year of retirement service to the City of Troy (maximum 100%).

For employees who retire after July 1, 2014, the insurance described in Blue Cross Blue Shield Group # 007-001-0020 will be provided, except for employees who participate in the Retirement Health Savings (RHS) plan.

As an option, retirees may elect to enroll in Medicare Part B (medical insurance), at the retiree's expense, and must notify the employer that they enrolled. The employer shall then provide supplemental insurance benefits to equal the above level of insurance benefits, as described in Paragraph 2 of this subsection, for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, at the rate to be computed per the subsection D., above (except for employees who participate in the Retirement Health Savings (RHS) plan). A retiree may pay, at his/her own expense, the difference between a two-person and family rates.

E. Effective February 27, 2006, employees who promote into the unit shall not be eligible for retiree dental/orthodontic coverage. For those employees who were in the unit prior to February 27, 2006, the Employer will provide dental/orthodontic coverage in retirement, consistent with that received by active employees, for retiree and spouse, at the rate of 4% per complete year of retirement service as a Police Officer to the City of Troy if said retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own expense, the difference between a two-person and family rate.

F. For members receiving a non-duty disability retirement on or after May 7, 2001, hospitalization coverage provided in subsection D. above will be at the rate of \$400 per month or 4% per complete year of retirement service as a Police Officer to the City of Troy whichever is greater.

G. Employees promoting into the bargaining unit who participate in the Retirement Health Savings (RHS) plan to fund the cost of health care in retirement shall continue to participate in the RHS plan in lieu of retiree health insurance.

H.D. Employees who are married to each other are not permitted to both subscribe to health or dental insurance provided by the City of Troy. One employee must opt out of health/dental insurance and receive the cash-in-lieu payment. The employee (who is married to another City employee) who opts out of employer provided health/dental insurance after March 16, 2009 is not eligible for the cash-in-lieu payment.

FOR THE UNION:

  
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Date: 6-12-2024

FOR THE CITY:

  
\_\_\_\_\_

Date: 6/12/24



TENTATIVE AGREEMENT  
City of Troy and TCOA  
May 21, 2024

33. EDUCATION BONUS/TUITION REIMBURSEMENT

A. ~~An Education Bonus will be paid as follows to members of the Association who were hired prior to July 1, 1984:~~

- ~~1. Such members who possessed an Associate's Degree (or 60 credit hours) in Law Enforcement or a Bachelor's Degree in a field not related to Law Enforcement prior to July 1, 1986, and who had been paid a bonus of \$850 (prior to July 1, 1986) shall continue to receive \$850 for that achievement.~~
- ~~2. All members who were hired after July 1, 1984 will be ineligible for any payments for educational bonus under this article.~~
- ~~3. The bonus will be payable on the first pay day in October of each payment year.~~

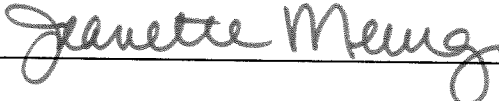
*Re-letter the rest of the section detailing Tuition Reimbursement.*

FOR THE UNION:

  
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Date: 5-21-2024

FOR THE CITY:

  
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Date: 5/21/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
June 12, 2024

36. RETIREMENT

A. Defined Benefit Plan

1. All officers (except as noted in Sec. 36.B.) shall participate in the Retirement System Pension Program, as explained in Chapter 10 of the Troy City Code. The Straight Life Pension and the Age and Service Retirement shall continue as provided in sections 6.1(A) and 6.1(B) except that the benefit computation shall be 2.8% for each year of service up to a maximum of 25 years. For each year of service over 25 years, the benefit computation shall be 1.0%. Under no circumstances, however, shall the total benefit computation for all years of service rendered on behalf of the City of Troy exceed 75.0% of Final Average Compensation.

The computation of Final Average Compensation shall include payments for salary, overtime, holidays, annual sick leave pay, annual vacation pay, and longevity pay, but shall not include payments for education bonus, clothing allowance, cleaning allowance, cash-in-lieu of health insurance, payouts at retirement of sick leave or vacation leave.

No current employee (as of July 1, 2006) with more than twenty-five (25) years of service to the City and whose current benefit computation exceeds 75.0% shall have his total benefit computation reduced as a result of this Agreement. Future service shall, however, accrue at the rate of 1.0% for each year of service for said employee.

2. Association members shall contribute 4.0% of their gross payroll towards funding of retirements under the Retirement System Pension Program.
3. The pension formula shall determine average final compensation by utilizing the three (3) best years of service of the last ten (10) years of service.
4. Paragraph 8 of Chapter 10, the Troy City Code, shall provide a minimum 50% duty death benefit to a surviving spouse, based upon a member's final average compensation.

B. Defined Contribution Plan

Employees transferring into the bargaining unit who are participating in another City Defined Contribution plan at the time of such transfer shall participate in an IRS §401(a) Defined Contribution (DC) Pension Program as a member of this unit. The Defined Contribution plan is available as an option for employees who were members of the unit before June 15, 2000. Effective July 1, 2001, officers promoting into the unit with a Defined Benefit (DB) Pension Program will have the option of selecting the DC plan within 31 days of completion of probation.

1. Contribution rates:           Employee - 4%  
  Employer - 12%

2. Vesting schedule for Employer Contributions: Employees hired after June 15, 2000, shall be 50% vested at three years, 75% vested at four years and 100% vested at five years.
3. Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in the retirement ordinance. The City's liability for the disability benefit shall be offset (1) by an amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401 (a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan. While the employee is receiving disability benefits or is receiving workers' compensation, the City of Troy shall contribute the employer rate, as contained in subsection 1 above, of the disabled employee's taxable wage for deposit in the defined contribution plan for the employee's benefits.
4. Participants in the defined contribution plan shall also be covered in the event of death, including non-duty death, with a benefit equivalent to the defined benefit plan as set forth in the retirement ordinance. The City's liability for a death benefit shall be offset (1) by an amount which may be payable pursuant to the workers' compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's death.

*(relocated from Article 31 Health Insurance)*

**C. Medical Insurance in Retirement**

- D.1.** Upon regular retirement, early retirement, or disability retirement, employees will be eligible for health insurance if they meet the age and service requirements whether they participate in the Defined Benefit or Defined Contribution Pension Plan (unless they participate in the Retirement Health Savings (RHS) plan per section G, below). Such insurance will be provided for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, at the rate of 4% per complete year of retirement service to the City of Troy (maximum 100%). For employees who retire after July 1, 2014, the insurance described in Blue Cross Blue Shield Group # 007-001-0020 will be provided, except for employees who participate in the Retirement Health Savings (RHS) plan.

~~As an option, retirees may elect to enroll in~~ **Retirees and covered spouses must enroll in** Medicare Parts **A and B** (medical insurance), at the retiree's expense, and must notify the employer that they enrolled. The employer shall then provide supplemental insurance benefits to equal the above level of insurance benefits, as described in Paragraph 2 of this subsection, for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, at the rate to be computed per the subsection **D.1**, above (except for employees who participate in the Retirement Health Savings (RHS) plan). A retiree may pay, at his/her own expense, the difference between a two-person and family rates.

- E. **2.** Effective February 27, 2006, employees who promote into the unit shall not be eligible for retiree dental/orthodontic coverage. For those employees who were in the unit prior to February 27, 2006, the Employer will provide dental/orthodontic coverage in retirement, consistent with that received by active employees, for retiree and spouse, at the rate of 4% per complete year of retirement service as a Police Officer to the City of Troy if said retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own expense, the difference between a two-person and family rate.
- F. **3.** For members receiving a non-duty disability retirement on or after May 7, 2001, hospitalization coverage provided in subsection D. above will be at the rate of \$400 per month or 4% per complete year of retirement service as a Police Officer to the City of Troy whichever is greater.

**4. Employees who participate in the Defined Contribution Plan and who qualify for medical insurance in retirement may select a Deferred Retiree Health Care option with ten (10) or more years of service and any age. The computation for retiree health care paid by the City shall be 4% per complete year of retirement service.**

**Deferred Retiree Health Care will be available to enroll in upon attainment of age 60 and provide 1-person (retiree) or 2-person (retiree and spouse or eligible dependent) at the calculation in section 4 above. Only spouse or eligible dependent on record at the time of separation are eligible to be covered on the retiree plan.**

**D. Retirement Health Savings**

G. **1.** Employees promoting into the bargaining unit who participate in the Retirement Health Savings (RHS) plan to fund the cost of health care in retirement shall continue to participate in the RHS plan in lieu of retiree health insurance.

**2. Contribution Rates: Employee 2%  
Employer 4%**

**3. Vesting Schedule for Employer contributions: Employees shall be 50% vested at three years, 75% vested at four years, and 100% vested at five years of full-time City service.**

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*Also, the City and Union agree to a re-opener to align terminology which may be required after the City completes the updates to Chapter 10 of the City Code. Benefit substance shall not change but terms such as "early retirement or "regular retirement" may need to be updated.*

FOR THE UNION:

*Chester Kulesza*  
*[Signature]*

Date: 6-12-2024

FOR THE CITY:

*Jeanette Meing*  
*[Signature]*

Date: 6/12/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
April 22, 2024

37. WAGES

C. Employees regularly scheduled by the City to work on the second or third shift (commonly referred to as the Afternoon and Midnight shifts, respectively) shall receive a shift bonus as provided below for each regularly scheduled day. Shift premium shall be paid bi-weekly to officers who qualify for it as follows:

Second Shift (Afternoons)	<del>\$.80/hr</del>	<b>\$1.50/hr.</b>
Third Shift (Midnights)	<del>\$1.00/hr</del>	<b>\$1.75/hr.</b>

FOR THE UNION:

Bret Kulesza  
[Signature]

Date: 4-22-2024

FOR THE CITY:

Jeanette Mang  
[Signature]

Date: 4/22/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
April 22, 2024

37. WAGES

Add section E

E. The employee agrees to refund any overpayment(s) to the City. In the case of significant repayments, the City will work with the employee on a repayment schedule. The repayment plan will be an agreement between the employee and the City. If a plan cannot be agreed to, the City will apply applicable State or Federal laws to determine the repayment schedule.

FOR THE UNION:

Robert Kulesza  
[Signature]

Date: 4-22-2024

FOR THE CITY:

Jeanette Mung  
[Signature]

Date: 4/22/24

TENTATIVE AGREEMENT

City of Troy and TCOA

April 22, 2024

39. EXIT INTERVIEWS **OFFBOARDING**

Any employee terminating active employment with the City will be given **the opportunity to schedule an offboarding meeting with** an exit interview by an employee of the Human Resources Department and/or Finance Department during which time an explanation of all rights and benefits, as well as an accounting of all sums due, will be provided to the employee or, in the case of death, this information will be provided to his or her spouse.

FOR THE UNION:

Chet Kuluszka  
AS

Date: 4-22-2024

FOR THE CITY:

Jeanette Meng

Date: 4/22/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
April 22, 2024  
Revised May 23, 2024

Add new section:

**# PERSONNEL RECORDS**

- A. Contents of an officer's departmental file and official personnel file in the Human Resources Department shall be treated with confidentiality. Representatives of the Chief of Police and City Administration shall have access to an officer's files for authorized purposes. Information contained within an officer's personnel file may be released without the officer's permission for:
  - 1. Verification of employment and salary.
  - 2. Civil litigation when directed by a lawful subpoena. In such instances, the officer will be notified.
  - 3. Internal investigations conducted by or for the Employer.
  - 4. Use by an official law enforcement agency during the course of any legitimate criminal investigation. In such instances, the officer shall be notified unless such notification may impair the investigation.
  
- B. During regular City Hall hours and within 72 hours of his request, an officer shall have the right to review his personnel file. If released by his supervisor during regular City Hall hours, an officer may review his personnel file during his regular duty hours without loss of pay, but not more than five (5) times per calendar year. An officer may comment in writing about any adverse material in his personnel file, and such comment shall be included in the file.
  
- C. The department will regularly utilize performance and conduct management software (Guardian Tracking or similar program) to provide direct and clear feedback on job performance. This system replaces annual performance evaluations.



D. All records placed in Guardian Tracking (or similar program) which are over twelve (12) months old **from the date of entry**, may be requested in writing by the officer to be removed. Such records will be deleted by the Division Commander or Chief unless there is litigation pending wherein such records would be used as supporting documentation.


FOR THE UNION:



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Date: 6/3/24

FOR THE CITY:



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Date: 6/3/24

TENTATIVE AGREEMENT  
City of Troy and TCOA  
June 10, 2024

The City and the Union agree that wages and shift premiums will be retroactive to July 1, 2024 in the event the agreement is not ratified by City Council<sup>n</sup> by 7/1/24.

FOR THE UNION:

Cherita Kulesza  
[Signature]

Date: 6/12/24

FOR THE CITY:

Janette Mung  
[Signature]

Date: 6/12/24

TENTATIVE AGREEMENT

City of Troy and TCOA

May 21, 2024

The City shall make diligent efforts to produce a final completed document representing all changes to the collective bargaining agreement within 90 days of ratification by City Council. If additional time is needed, the City shall request an extension with a new proposed completion date.

FOR THE UNION:

Bhuster  
[Signature]

Date: 5-21-2024

FOR THE CITY:

Janette Meinig  
[Signature]

Date: 5/21/24