



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 3, 2020



To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Jeanette Menig, Human Resources Director

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

History

The Troy Command Officers Association (TCOA) represents 23 sworn police officers who work in the command positions of Sergeant, Lieutenant, and Captain.

The City and the TCOA engaged in negotiations since April 2019 to reach a tentative agreement on a successor collective bargaining agreement to replace the contract that expired June 30, 2019.

Financial

As seen in the attached summary, the five-year agreement provides annual wage increases including a first year signing bonus, enhances the premiums for afternoon and midnight shifts, increases clothing and cleaning allowances, and standardizes the contributions percentages to the Defined Contribution retirement plan. For those already eligible for health care in retirement, this agreement restores the previous calculation allowing command officers to receive a maximum of 100%.

The cumulative average wage increase over five years is 2.63%. One year cost (first year) is estimated to be approximately \$167,000.

Settling a five year agreement, rather than a short-term contract, saves the City time and resources; these will not be expended again until we meet at the bargaining table in 2024.

Recommendation

City management recommends approval of this agreement between the City of Troy and TCOA for a five-year collective bargaining agreement for the period July 1, 2019 to June 30, 2024.

Copies of the tentative agreement, a summary of contract changes and the current (expired) collective bargaining agreement are attached.

Legal Review

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

City of Troy and TCOA
2019-2024 Collective Bargaining Agreement
Tentative Agreement Summary

<u>ISSUE</u>	<u>CURRENT</u>	<u>AGREEMENT</u>
Cleaning Allowance	\$375/year	\$500/year
Clothing Allowance	\$525/year	\$600/year
Disability and Workers' Compensation	Requires all Workers' Compensation claims that exceed 30 days to coordinate with Short-term/Long-term Disability benefits.	Process Workers' Compensation separate from Short-term/Long-term Disability benefits.
Overtime - Comp Time	Can bank up to 30 hours; paid out quarterly.	Can bank up to 120 hours; paid out annually.
Overtime - Holidays		Clarifies that officers ordered to work on a designated holiday not part of their regular schedule will be paid double time.
Retirement Defined Contribution	Employees retain percent contributions from TPOA when promoted. Could be: City 12% Employee 4% City 11% Employee 5% City 10% Employee 6%	All TCOA members will be City 12% Employee 4%
Retirement Paid Health Care	Employees promoted after 1/14/17 are capped at 90% maximum of paid health care in retirement.	Current members and future members who are already eligible for paid health care in retirement will have ability to attain a maximum benefit of 100%.
Shift Premium	Afternoons \$.60/hour Midnights \$.80/hour	Afternoons \$.80/hour Midnights \$1.00/hour
Wages		Wages retroactive to 7/1/19 July 1, 2019 3.25% + \$1,000 bonus July 1, 2020 3.25% July 1, 2021 2.00% July 1, 2022 2.00% July 1, 2023 2.00% Cumulative Avg. 2.63%
Language clarifications and non-financial / procedural		Miscellaneous language clean-up and procedures defined in several sections

Agreement Between City of Troy and Troy Command Officers' Association Pursuant to
Mediation on January 15, 2020

1. Retirement. For DC members, contribution rate at 12% and 4%. This is an incentive to promote for officers who are at the 10 or 11% level. Also benefits 7 current members.
2. Healthcare. Accept union proposal as stated on January 15, 2020 proposal.
3. Wages. 3.25, 3.25, 2.0, 2.0, 2.0 – no reopener.
4. Signing Bonus. \$1,000 at signing to all current members.
5. Retro Pay. July 1, 2019
6. Language. Accept all language agreed to for sections referenced in January 15, 2020 proposal; with the exception of:
 - a. Agency shop – needs to be altered to comply with *Janus* decision.
 - b. 27.F. – Investigative and administrative services division command officers ~~directed or~~ 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 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.
 - c. Article 37.A.1.: 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.

For the City of Troy:


Mark Miller, City Manager

Dated: January 15, 2020

For the TCOA:


Chet Kulesza, Labor Representative

Dated: January 15, 2020

Replace Article 5 - AGENCY SHOP and Article 6 – ASSOCIATION DUES with:

5. MEMBERSHIP AND ASSOCIATION DUES

To the extent the laws of the State of Michigan permit, it is agreed that:

- A. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
- B. The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections D and E.
- C. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.
- D. Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.
- E. The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.
- F. Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection D.
- G. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- H. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

- I. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
- J. The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement.

Re-number subsequent sections

Section 17 – WORK SCHEDULE

C. Patrol Shift and Special Operations Section command officers' **regular work schedules** shall ~~work the~~ **be a** 4/40 work schedule, **four days in a row**.

H. Shift **and leave day** selections shall be made **by seniority and** consistent with the department schedule of shift changes. **Once a shift selection sign-up (bump) has occurred, the new schedule shall commence on the date specified. The schedule shall not be modified for the duration of the schedule period unless the situation is an emergency as determined by the Police Chief.**

TENTATIVE AGREEMENT
City of Troy and TCOA
April 23, 2019

17. WORK SCHEDULE

- C. ~~Fifteen (15)~~ **Fourteen (14)** days written notice of any change in division, section, unit or, shift assignment, **hours, leave days, work days, or duties** will be provided to the employee. This section shall not apply to changes in assignments originating from promotional situations or **in emergencies as determined by the Chief of the department.**

~~G. Ten (10) days notice will be provided an officer for any change in hours, leave days, work days, or duties (not assignments as covered in G above). This will not apply in emergencies as determined by the Chief of the department.~~

28. VACATION

- E. Upon retirement, death, or resignation (in good standing), all unused vacation leave will be paid to the employee (or spouse) at the rate of 100%. ~~Payments for unused vacation leave at retirement shall be included in the computation of Final Average Computation (FAC) for pension purposes for all persons promoted into this bargaining unit before August 5, 1987.~~ Payments for unused vacation leave at retirement shall be excluded from computation of Final Average Compensation ~~for pension purposes for members promoted into the bargaining unit after August 5, 1987.~~

FOR THE UNION:

Date: _____

FOR THE CITY:

Date: _____

18. OVERTIME

A. Excluding Police Captains, an officer will be paid one and one-half (1½) times his regular hourly rate for all hours worked in excess of: (1) 40 hours per week and (2) his current regular shift duty time. At the option of the officer, payment for overtime may be declined in favor of banking compensatory time at the rate of one and one-half (1 ½) hours of compensatory time for every one hour of earned overtime. ~~Each officer's bank of compensatory time shall not exceed thirty (30) hours per quarter as determined by the City, with all accumulated compensatory time being paid to the officer at the end of each quarter at the officer's current straight time.~~ **A maximum of one hundred twenty (120) hours of compensatory time may be earned each year. All unused accumulated compensatory time shall be paid to the officer not later than the second pay after December 31 at the officer's current straight time rate.** The granting of time off on compensatory time must have the approval of the officer's Shift Supervisor, and no such time off shall be granted if the absence creates additional personnel costs to the department. This provision may be modified for special circumstances with the mutual agreement of the parties.

Proposed Sick Leave Language to address PMLA of 2019

22. SICK LEAVE

- A. Officers shall accrue 8 hours of sick leave for each month of service with the City beginning with the first full calendar month of service.
- B. Sick leave will not be approved before it has been accrued.
- C. Unused sick leave may accrue to a maximum of 480 hours.
- D. Employees shall be notified of their accumulated sick leave during the month of January each year.
- E. An officer who is off of work for three consecutive days because of illness or injury shall be required to submit a physician's certificate prior to his being allowed to return to work indicating the nature of the illness or injury, the officer's capability of returning to work, and the degree to which he may perform his regular duties. In order to determine the employee's fitness to return to duty, the Employer shall have the right to send the employee for medical examination(s) before permitting his return to work.
- F. Sick leave is to be utilized ~~only in the case of genuine illness or injury which prevents the officer from performing his duties. In addition, the officer may use sick leave when a member of his immediate family who permanently resides with the officer is ill or injured which creates a genuine necessity for the officer to be off work to care for that family member~~ **consistent with the Paid Medical Leave Act of 2018: for the employee's own health condition (including physical, mental and preventative care); the health condition (including physical, mental and preventative care) of a family member including child, parent, spouse, grandchild, grandparent, or sibling; time off due to domestic violence or sexual assault, including for medical or counseling services, relocation, or legal services or proceedings (employee or employee's family member as defined herein); the closure of the employee's workplace due to a public health emergency, or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.** Unauthorized or improper use of sick leave by any officer shall be cause for disciplinary action.
- G. On or before the 20th of December, employees with accumulated sick leave in excess of the 480 hours maximum as of the last pay period of October of that year shall receive a bonus of unused sick leave which is over the maximum at the rate of 100%, and the accumulated sick leave shall be reduced to the maximum of 480 hours.
- H. Upon the Normal Retirement, Early Retirement, Disability Retirement, or death of an employee, unused sick leave credits will be paid to the employee or his beneficiary to a maximum of 480 hours. Payments for unused sick leave credits at retirement shall be included in the computation of Final Average Compensation (FAC) for pension purposes for all members of this bargaining unit who were promoted into the bargaining unit before August 5, 1987. Payments for unused sick leave credits at retirement shall be excluded from the computation of Final Average Compensation (FAC) for pension purposes for all members of this bargaining unit who were promoted into this bargaining unit after August 5, 1987.

TENTATIVE AGREEMENT
City of Troy and TCOA
~~December 9, 2019~~ *

1/15/2020

27. 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 ~~Uniformed Patrol and Special Operations Section~~ **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.
- 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. ~~Non-Uniformed Patrol and Special Operations Section~~ **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.
- F. ~~Non-Uniformed Patrol and Special Operations Section~~ **Investigative and Administrative Services Division** command officers ~~directly~~ ^{such} ordered to work on a designated holiday that falls on their regularly scheduled work day shall be paid one and one-half times the regular rate. All ~~ordered~~ overtime hours worked on a designated holiday 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.

FOR THE UNION:

FOR THE CITY:

Date: _____

Date: _____

33. PHYSICAL EXAMINATION

- A. Effective upon ratification, members of the association may submit to a physical examination between June 1st and October 31st every other year. Such examination shall be conducted by a medical doctor or clinical facility licensed to practice in the State of Michigan. The employer shall determine the extent of said examination.
- B. The examination may be conducted during the officer's on-duty hours but shall not result in any overtime payment. Officers will be paid for up to three (3) hours to complete the physical. Officers working a shift which is not in conjunction with their physician's office hours shall be given a schedule adjustment of three (3) hours made in the same pay period. This schedule adjustment must not create overtime.
- C. Results stating whether the officer passed or failed the examination shall be provided to the Employer by the examining physician **on the form provided by the Human Resources Department**. Results must be submitted to the Human Resources Department by November 1st of the same year. Employees who do not pass the examination must submit medical documentation that the employee is fit for duty. Upon receipt of verification that the officer passed the examination, the officer will be awarded twenty (20) hours of holiday leave in the calendar year in which he or she passes the test and twenty (20) hours holiday for the second year. The employee shall be required to pay one-half (1/2) of the cost of said examination which is not covered by medical insurance with the Employer paying the remaining one-half upon submission of a paid receipt. Receipt is due by January 31st of the following year.
- D. **If an officer is unable to participate in the examination due to disability/personal medical reasons, military deployment, or leave approved under the Family Medical Leave Act policy, he or she may request to complete the physical examination during the second year and will have the opportunity to qualify for 20 hours of holiday leave for that calendar year. The officer must complete the examination between June 1 and October 31, and A, B and C above will apply for one year only.**

29. DISABILITY INSURANCE

- A. The City will provide short-term disability insurance for all employees. A charge of up to one day per pay period of the employee's accrued leave time together with said insurance will provide approximately eighty (80) percent of a working officer's gross salary after a thirty (30) day waiting period for a maximum of fifty-two (52) weeks.
- B. Long-term disability insurance will be provided by the City for all employees with three or more years of service at the time of the next opening date of the insurance policy. Eligible employees must also be accepted by the insurance company. A charge of up to eight (8) hours per pay period of the employee's accrued leave time, together with said insurance, will provide approximately seventy (70) percent of an employee's gross salary beginning 12 months after an extended absence due to sickness or accident. The insurance shall continue until the employee's death, retirement, return to work, or voluntary termination (or in the case of non-duty disability, up to 5 years, whichever is sooner).

~~C. Amount of coverage shall be adjusted twice a year.~~

30. DUTY-CONNECTED DISABILITY **WORKERS' COMPENSATION**

*Change all references to "**workers' compensation**"*

- A. The parties to this Agreement understand that Worker's Compensation benefits are paid in accordance with applicable Worker's Compensation laws of the State of Michigan, but that supplemental payments for the first 30 days are made subject to the employee's: (1) immediately, upon reasonable knowledge of the injury, reporting the injury to his immediate supervisor, (2) completing the appropriate forms documenting the injury and cause of same, (3) treating with the City Designated Clinic for the first ~~ten (10)~~ **twenty-eight (28)** days after the injury or disability, (4) providing periodic updated reports from the employee's physician if requested by the City, and (5) consenting to an examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this Article. The City will pay the cost for the examination of the third physician. It is further understood that the denial of benefits under Article 30 does not affect the receipt of benefits under Article 29.
 - 1. For the first 30 days following the date of disability, the officer shall receive a check from the City in an amount sufficient to augment appropriate worker's compensation insurance to provide the officer with his regular net pay. The officer shall not incur any loss of accrued leave time during this 30-day period.
 - 2. After 30 days from the date of disability, the officer ~~will be provided approximately 80% of his regular gross salary for an additional 52 weeks. These payments will be comprised of the following, as appropriate: Worker's Compensation insurance, disability insurance, City supplement, social security, disability retirement with a charge of up to four (4) hours of the officer's accrued leave time per pay period in order to continue on the payroll and accrue benefits.~~ **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 four (4) hours per pay period of paid leave time.

~~3. Beginning 12 months after the day of disability, an eligible officer will be provided with Long Term Disability insurance as explained in Section 29.~~

- B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action within Wayne, Oakland, and Macomb Counties in the State of Michigan, provided that such insurance coverage can be provided by the City's insurance carrier. The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.

32. HEALTH INSURANCE

- 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 ~~as a Police Officer~~ to the City of Troy (maximum 100%). ~~For employees entering the bargaining unit on or after February 15, 2015, the computation changes to 3% per year of service as of the date he enters the unit. Also, the maximum accrual becomes 90%, unless the officer has already accrued 90% or more, in which case it is frozen at that percentage.~~
- 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.

JULY 1, 2014 – JUNE 30, 2019
COLLECTIVE BARGAINING AGREEMENT

CITY OF TROY, MICHIGAN
and
TROY COMMAND OFFICERS ASSOCIATION

(Resolution 2014-08-105)

INDEX

<u>Section</u>	<u>Page</u>
5 Agency Shop	2
1 Agreement	1
14 Arbitration	9
10 Association Business	6
6 Association Dues	2
20 Call-In Time	15
35 Clothing and Cleaning Allowance	25
19 Court Time	15
29 Disability Insurance	20
15 Discipline	10
43 Duration of Agreement	30
30 Duty-Connected Disability	20
34 Education Bonus / Tuition Reimbursement	24
40 Exit Interviews	29
24 Funeral Leave	17
13 Grievance: General Conditions	8
12 Grievance Procedure	7
27 Holidays	18
32 Health Insurance	21
42 Judicial Review	30
26 Leave Without Pay	17
31 Life Insurance	21
36 Longevity	26
7 Maintenance of Conditions	4
8 Management Rights	4
25 Military Leave	17
9 No Strike	5
4 Non-Discrimination	1
18 Overtime	13
23 Personal Business Time	17
33 Physical Examination	23
39 Promotions	29
2 Purpose and Intent	1
3 Recognition	1
37 Retirement	26
16 Seniority	12
22 Sick Leave	16
11 Special Conferences	6
28 Vacation	18
21 Vehicle Safety	15
38 Wages	28
41 Waiver of Negotiations	30
17 Work Schedule	13

1. AGREEMENT

THIS AGREEMENT is hereby entered into this 11th day of August 2014 of by and between the City of Troy, a Michigan Municipal Corporation (hereinafter referred to as the City or the Employer), and the Troy Command Officers Association existing under the laws of the State of Michigan (hereinafter referred to as the Association).

2. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Troy in its capacity as an Employer, its employees, the Association, and the citizens of the City of Troy, Michigan.

3. RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 366 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive bargaining representative for all Police Officers with the rank of Sergeant, Lieutenant, and Captain for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.
- B. Employees shall have the right to join the Association to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection.

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 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.

5. AGENCY SHOP

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members at the time it becomes effective, but who join after the effective date of this Agreement shall, as a condition of continued employment, continue membership in the Association for the duration of this Agreement.
- C. Employees hired, rehired, reinstated, transferred, or promoted into the Police Department with the rank of Sergeant, Lieutenant, or Captain after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Association for the duration of this Agreement or pay the required service fee on or before the 30th day following their appointment.
- D. An employee who shall tender an initiation fee and the periodic dues or service fee uniformly required as a condition of requiring or retaining membership shall be deemed to meet the conditions of this section.
- E. Employees shall be deemed to be members of the Association within the meaning of this section if they are not more than thirty (30) days in arrears in payment of their membership dues or fees.
- F. The Association shall protect, indemnify, and save harmless the Employer from any and all claims, demands, suits, and other forms of liability which arise from action taken by the Employer for the purpose of complying with the language of Article 5 of this Agreement.

6. ASSOCIATION DUES

- A. Employees may tender the initiation fee and membership dues by signing the *Authorization for Check-Off of Dues Form*.

Check-Off Forms: During the life of this Agreement, in accordance with terms of the form of Authorization for Check-Off Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction.

AUTHORIZATION FOR PAYROLL DEDUCTION

Last Name First Name Middle Initial

Classification: _____ SSN/employee #: _____

Effective _____, I hereby request and authorize you to deduct from my earnings each pay period a sufficient amount to provide for the regular payment of TCOA dues.

Signature of Employee

Date

- B. Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision. Any dispute arising as to an employee's compliance with this section shall be reviewed by the designated representative of the Association and, if not resolved, may be decided at Step 2 of the grievance procedure.
- C. A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Association membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Association Treasurer by the Employer, forthwith.
- D. Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time said form is tendered to the Employer and shall be deducted from each pay period thereafter.
- E. The Association will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which Association membership dues are to be deducted.
- F. In cases where a deduction is made that duplicates a payment that an Employee has already made to the Association, or where a deduction is

not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.

- G. Deductions for any calendar month shall be remitted to the designated financial officer of the Association by the 5th day of the month following the month in which the deductions are made. The Employer shall furnish the designated financial officer of the Association with a list of employees for whom the Association has submitted signed Authorization for Check-Off of Dues Forms and for whom deductions have been made. Subsequent lists will be furnished by the Employer when changes are made in the list of employees.
- H. Any dispute between the Association and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form shall be reviewed with the employee by a representative of the Association and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure whose decision shall be final and binding on the employee, the Association, and the Employer. Until this matter is resolved, any dues deductions shall be held in an escrow account.
- I. The Employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Association will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liabilities by reason of action taken for the purposes of complying with Section 6 of this Agreement.

7. MAINTENANCE OF CONDITIONS

The City shall make no changes contrary to the provisions of this Agreement in wages, hours, or conditions of employment. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. This Agreement shall supersede any rules and regulations governing the Police Department which are in conflict with the provisions of this Agreement.

8. MANAGEMENT RIGHTS

Management Rights: Subject only to the seniority rules, grievance procedures, and other express provisions of this Agreement, as herein set forth, the following management rights are reserved for the Employer:

- A. It is recognized that the management of the City of Troy, the control of its properties, and the maintenance of order and efficiency is the sole responsibility of the Employer. Other rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which, but by no means wholly inclusive, are the right to decide the number and location of work stations, work to be performed within the unit, amount of supervision necessary, the training necessary and those employees who are to receive said training, the equipment used, methods and schedules of work, the selection, processing, designing, engineering, and control of all equipment and materials; also, to take whatever actions necessary to comply with the Americans with Disabilities Act (ADA), but that the Employer will meet with the Association President and staff representative to discuss the issues prior to taking such actions.
- B. It is further recognized that it is the responsibility of the Employer, for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons.

9. NO STRIKE

- A. Under no circumstances will the Association cause, authorize, or permit its members to cause, nor allow any member of the bargaining unit to take part in the strike, sit-down, stand-in, slow down, or curtailment of work, restriction of production or interference with the operation of the Employer during the term of this Agreement or during any period of time when negotiations are in progress for the continuance or renewal of this Agreement. In the event of a work stoppage, curtailment, or interference thereof, it is recognized that the Employer shall not be required to negotiate on the merits of the dispute until all such stoppages or curtailments have ceased.
- B. In the event of a work stoppage or other curtailment, the Association shall immediately instruct the involved employee in writing, with a copy to the Employer, that their conduct is in violation of the contract, and that they may be disciplined and further shall instruct all persons to immediately cease the offending conduct.
- C. The Employer shall have the right to discipline any employee who instigates, participates in, and/or gives leadership to any activity herein prohibited.

- D. The Association will not officially support strikes of any other labor organization by picketing or demonstrating publicly on or adjacent to City property.

10. ASSOCIATION BUSINESS

- A. The Association shall be represented in all labor negotiations by a committee composed of the President of the Association and three other officers selected by the Association.
- B. Of the four (4) employees above, any three on-duty officers shall be permitted to attend contract negotiation sessions without loss of pay or benefits. The fourth member shall not be paid by the City.
- C. An on-duty officer who is a steward or the President of the Association shall be permitted to represent employees at grievance meetings with the Employer, arbitration hearings, or Act 78 disciplinary hearings without loss of pay or benefits.
- D. The Employer shall provide each member of the Association with a copy of this Agreement.
- E. The President or other officer of the Association shall be given time off not to exceed 60 hours per fiscal year to attend to matters concerning Association business. Requests for such time off shall be submitted to the Chief of Police no later than 48 hours in advance of the time requested and shall be approved provided that no additional personnel expense is incurred by the City.
- F. The Employer agrees to furnish a bulletin board for the posting of notices of Association meetings and social activities. Other material may be posted if approved by the Chief of Police.

11. SPECIAL CONFERENCES

- A. The parties recognize the benefit of exploration and study of current and potential problems and differences by meetings of representatives of the parties and an exchange of views and information without the stresses and time limitations which may exist at the bargaining table. Accordingly, the parties agree to establish a committee to function during the term of the labor agreement to develop approaches and possible solutions to matters of vital concern both to the City and the Association.

Consequently, a joint Study Committee is to be established as follows:

1. The City and the Association agree to establish a joint Study Committee to study, explore, and make recommendations to the parties during the life of this Agreement concerning labor relations problems referred to the committee by the parties.
2. The committee shall consist of not more than two members from the Association and not more than two members from the City. Association members will be selected by the Association President or his delegate, one of whom will act as co-chairman. City members will be selected by the Human Resources Director, one of whom will act as co-chairman.
3. Persons from either party who are specialists in a subject under discussion may be brought into committee meetings by agreement of the co-chairmen.
4. The committee's authority shall be limited to discussion, exploration, and study of subjects referred to it by the parties. Any committee recommendations to the parties are to be on a confidential basis.
5. The committee shall have no authority to bargain for the parties on any issue, or to determine the disposition of any grievances.
6. Each party shall pay the expenses incurred by its permanent committee members except wages and benefits of Association members, which the City shall pay.

12. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the Employer and the Association as to the meaning or application of the specific provisions of this Agreement. Such grievance shall state which section(s) of the contract is alleged to have been violated, and how it affects the member(s) of the Association who feel aggrieved.
- B. It is encouraged that any dispute be resolved as soon as possible in an informal manner. The officer shall first discuss the matter with his immediate supervisor. If not resolved, then the officer shall discuss the issue with his Division Captain. If an officer's immediate supervisor is not available, the matter should be discussed with the next ranking command officer within that division and, if he is not available, then with the next ranking command officer outside the officer's division. If so desired by the employee, his steward may participate in these discussions. If the matter is not resolved, it shall be reduced to writing by the employee and submitted as a grievance.

- C. A written grievance shall be signed by the grievant, submitted to the Chief of Police through the chain of command, with copies directed to the Human Resources Director and the President of the Association. The grievance shall contain a specific statement of facts as to its cause, the section of the contract which the officer believes was violated, and the remedy sought by the grievant. Any grievance not submitted within fourteen (14) working days of its occurrence shall be automatically closed.
- D. Procedure:
- Step 1. Within fourteen (14) calendar days of receiving the grievance, the Police Chief shall hold a meeting between the employee, his steward, and the Police Chief or his designated representative. The Police Chief or his representative shall give his written decision within seven (7) calendar days after the meeting.
- Step 2. Grievances not settled at Step 1 may be filed with the Human Resources Director (or any other designated representative directed by the City Manager) within fourteen (14) calendar days of receipt of the Step 1 answer. Within fourteen (14) calendar days, the Human Resources Director shall hold a meeting between the President of the Association, the Steward or Association Officer of the employee's shift, the grievant, and the Police Chief or his designated representative. The Human Resources Director shall give his written decision concerning the grievance within thirty (30) calendar days after the meeting. The Union may grant up to two, thirty (30) calendar day extensions to answer the grievance if requested by the Human Resources Director. If the written decision is not given within thirty (30) calendar days after the meeting, or within the time limits of the extensions if requested and granted, the grievance will be awarded in favor of the grievant.
- Step 3. Grievances not settled at Step 2 may be filed within twenty (20) calendar days to arbitration or to the Act 78 Civil Service Commission, but not both, with a copy forwarded to the Human Resources Director.

13. GRIEVANCE: GENERAL CONDITIONS

- A. The Employer or the Association may have legal counsel present during the Step 2 and Step 3 meetings of this procedure.
- B. Grievances involving suspension or discharge may be entered directly at Step 2 of the grievance procedure.
- C. Any grievance meeting not scheduled as required or any grievance not answered within the prescribed time limit at each step may be appealed to the next step by the Association.

- D. Any grievance not appealed from one of the steps of the grievance procedure within the prescribed time limits shall be considered automatically closed.
- E. Any agreement reached between the Association and the Employer is binding on all employees affected, and cannot be changed by or for any individual.
- F. An on-duty grievant in a grievance may attend the grievance meeting without loss of pay or benefits.
- G. No economic costs shall have retroactivity extending back more than 90 days from receipt of the grievance by the Chief of the department.

14. ARBITRATION

- A. If a grievance is appealed to arbitration, the parties involved shall jointly select an arbitrator or, if necessary, ask for an arbitrator from the American Arbitration Association. Any grievance subject to arbitration under this contract shall be pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Further, either party may choose to expedite the process as provided under the expedited labor arbitration rules.
- B. The arbitrator shall rule only on the contractual provisions set forth herein and shall have no authority to expand, modify, or alter any provisions of this Agreement or the written rules or regulations of the department, and his decision shall be limited to the application or interpretation of the above and to the specific issue presented to him.
- C. The fees and approved expenses of an arbitrator will be paid by the parties equally.
- D. After a grievance has been referred to arbitration, the matter may not be withdrawn by either party except by mutual consent.
- E. A grievance submitted to arbitration which is withdrawn shall be withdrawn without prejudice, and all financial liability shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case and in such event the withdrawal without prejudice will not affect financial liability.

- F. An arbitrator's decision in any grievance shall not require a retroactive wage adjustment in any related matter.
- G. All grievance settlements or arbitration awards for back wages and fringe benefits shall be limited to the amount of wages and fringe benefits which the employee would otherwise have earned, less compensation earned during the disciplinary period questioned and which would not have been otherwise earned, and in no case shall awards have retroactivity extending back more than 90 days from the date the grievance was received by the Chief of the department.
- H. The decision of the arbitrator shall be final and binding on the Association, its members, the employee or employees involved, and the Employer, provided that such decision is within the arbitrator's authority.
- I. In cases where either of the parties believe the arbitrator's decision exceeded his authority and jurisdiction, the arbitrator's decision may be challenged in Oakland County Circuit Court and be subject to further appellate action.
- J. The challenge of an arbitrator's decision may be instituted by the City or the Association, but not by an employee(s) acting on his own behalf.

15. DISCIPLINE

- A. No officer shall be disciplined except for just cause.
- B. Discipline shall consist of the following levels:
 - 1. Oral Reprimand: An official warning to an employee that his conduct or performance is unacceptable, a written notation of which shall be maintained in the employee's departmental file.
 - 2. Written Reprimand: A written record of an employee's unsatisfactory conduct or performance which is included in the employee's official personnel file in the Human Resources Department. The employee shall have the option of submitting a statement of his position concerning the reprimand.
 - 3. Loss of Time Off: The elimination of some or all of an employee's available or prospective time off.
 - 4. Suspension: An employee is not permitted to report for work for a specified period of time and does not receive pay for the time in question.

5. Discharge: An employee is involuntarily separated from employment with the City of Troy.
- C. The listing of these disciplinary levels does not preclude the starting of disciplinary action at a higher level when the seriousness of the incident warrants such discipline.
- D. Disciplinary action beyond an oral reprimand may not be imposed until a minimum of 48 hours after the time of occurrence; however, this 48-hour waiting period does not preclude the immediate disciplinary action of an officer where it appears the seriousness of the incident demands such action. Written statements of the incident shall be filed with the Police Chief, if the Chief requests that such statements be filed or if the officer involved desires to file a statement on his own behalf. These written statements will become part of the factors included in imposing discipline. If, upon review, the discipline is reversed, the officer involved shall receive full pay and benefits for the time involved and all records of the incident shall be removed from his personnel file.
- E. Should an officer be required to give a verbal or written account of his actions which may result in the officer receiving disciplinary action, the officer may, at his option, have a steward present while making such a statement. The officer may, also at his option, postpone said verbal or written account up to 24 hours from the request so that he may have a steward in attendance. No officer shall be required to submit to a polygraph examination as a condition of continued employment.
- F. The President of the Association shall be notified in writing within 24 hours of the disciplining in excess of an oral reprimand of any member of the Association.
- G. All cases of discipline may be processed as a grievance.
- H. An officer's disciplinary records may be reviewed and removed in the following manner:
1. The written record of an oral reprimand shall be removed from the officer's departmental file when the officer has successfully corrected the matter in question and has received no other discipline as defined in this section within a fifteen (15) month period following the reprimand.
 2. A written reprimand shall be removed from the officer's official personnel file at the written request of the officer if the officer has received no other discipline as defined in this section within a period of thirty (30) months from the date of the reprimand. If an officer has

received discipline within the thirty (30) month period, he may request the review and removal of the disciplinary record by the Chief of Police. The officer's request must be in writing and must indicate the reasons for the request. In considering the matter, the Chief shall also receive the recommendation of the command officer(s) involved and division Captain. If, upon review, a disciplinary record is not removed, a future date shall be established to again review the matter.

3. The decision not to remove an oral or written disciplinary record shall not be a grievable matter.
 4. Records of all other discipline including and more severe than a suspension shall be retained permanently in the officer's official personnel file.
- 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.

16. SENIORITY

- A. Seniority of members of the Association shall begin after the officer has completed his promotional probationary period and shall be retroactive to his initial date of promotion. This seniority shall be applied by rank for the purposes specified in this Agreement. An officer shall forfeit and/or terminate his seniority for the following reasons:
1. He quits or retires.
 2. He is discharged and not reinstated.
 3. He is absent for three consecutive work days without notifying the Employer (exceptions to this may be made by the Employer).
- B. A seniority list by rank shall be furnished to the Association annually by the office of the Chief of Police.
- C. Seniority for purposes of layoffs, recalls, and promotions shall be in accordance with Act 78.
- D. One (1) Lieutenant and two (2) Sergeants shall be assigned to the Criminal Investigations Section. Such assignments shall be made at the discretion of the Chief with consideration given to ability and experience.

- E. Reassignments shall be made at the discretion of the Chief; however, such reassignments shall be made for the good of the department and shall be for cause.

17. WORK SCHEDULE

- A. Officers who are on promotional probation shall be assigned work schedules at the discretion of the Chief.
- B. Available work schedules, including changes resulting from the completion of promotional probation, shall be by seniority choice among the affected officers.
- C. Fifteen (15) days written notice of any change in division, section, unit or shift assignment will be provided. This section shall not apply to changes in assignments originating from promotional situations.
- D. Patrol Shift and Special Operations Section command officers shall work the 4/40 work schedule.
- E. If an officer is unable to report to work at his established starting time, he shall notify his supervisor or desk officer at least one hour prior to the time his shift is scheduled to start, unless mitigating circumstances make such notification impossible. Failure to provide such notification may, at the option of the City, result in loss of pay for that day.
- F. Whenever possible, officers may take a one-half (1/2) hour lunch break and two additional fifteen-minute breaks. These breaks shall not be taken contiguously.
- G. Ten (10) days notice will be provided an officer for any change in hours, leave days, work days, or duties (not assignments as covered in C above). This will not apply in emergencies as determined by the Chief of the department.
- H. Shift selections shall be made consistent with the department schedule of shift changes.

18. OVERTIME

- A. Excluding Police Captains, an officer will be paid one and one-half (1½) times his regular hourly rate for all hours worked in excess of: (1) 40 hours per week and (2) his current regular shift duty time. At the option of the officer, payment for overtime may be declined in favor of banking

compensatory time at the rate of one and one-half (1 ½) hours of compensatory time for every one hour of earned overtime. Each officer's bank of compensatory time shall not exceed thirty (30) hours per quarter as determined by the City, with all accumulated compensatory time being paid to the officer at the end of each quarter at the officer's current straight time. The granting of time off on compensatory time must have the approval of the officer's Shift Supervisor, and no such time off shall be granted if the absence creates additional personnel costs to the department. This provision may be modified for special circumstances with the mutual agreement of the parties.

- B. Police Captains will be compensated for overtime by time off equivalent to the amount of overtime worked. Overtime is defined as authorized work in excess of forty (40) hours in a work week, and may be assigned at the discretion of the City. Compensatory time may accrue to a maximum of 120 hours. Compensatory time off in excess of 8 hours must be submitted in writing and approved by the Chief of Police.
- C. Overtime generated as a result of complaint investigation, specific project assignments approved by the department, or court appearances shall be assigned to the officer involved.
- D. A full ten (10) or eight (8) hours shift shall be granted on a voluntary seniority basis by rank to the remaining supervisors assigned to the shift or work unit where the overtime is occurring. The overtime shall be equalized among the supervisor of each shift or work unit. In the event no supervisor remaining on the shift or work unit volunteers to work the overtime, it shall be offered by seniority to the remaining Division supervisors without seniority equalization. In the event there is an error by management in offering overtime the error shall be corrected only by offering that amount of hours to the aggrieved supervisor when such overtime next becomes available, in accordance with paragraph H of this section. Operations Division overtime worked for the purpose of a shift to fulfill five (5) hour minimum staffing requirements or "time of day minimum staffing" shall be equalized as close as may be practical among all Operations Division Lieutenants and Sergeants, to include any positions under the chain of command of the Operations Division, with the Union being responsible to draft the procedures for implementation and maintain a record of the accumulation of overtime.
- E. All overtime generated by the absence of a command officer shall be filled by a command officer except for those command officers, if any, regularly assigned as the court officer.
- F. If an insufficient number of officers are available for an overtime situation, the least senior officer may be ordered in for duty.

- G. The Police Chief shall determine what specific rank of command supervisor is required for overtime situations.
- H. Any errors in the assignment of overtime will be corrected by distribution of additional overtime within 30 days. The officer must notify the Chief 72 hours in advance of working such overtime.
- I. There shall be no duplication of overtime for the same hours, and officers shall not be paid twice for the same hours recorded as worked.
- J. With the exception of officers called in to supplement an ongoing police operation, if five or more police officers work an overtime assignment, then there shall be a command officer on overtime as a supervisor.
- K. Patrol command officers and the Criminal Investigations Section Commander shall work and shall be paid for 15 minutes immediately prior to shift and immediately subsequent to end of shift at the rate of time and one half.

19. COURT TIME

Time spent in court appearances originating from the performance of the officer's regular police duties shall be counted as normal duty time and shall be so used in the computation of overtime. A minimum of three (3) hours will be paid for such off-duty court appearances provided that such minimum of three (3) hours shall not be applicable if the court time is contiguous to the officer's scheduled duty hours.

20. CALL-IN TIME

When an officer is called in at other than his normal scheduled work shift, he shall be paid a minimum of three (3) hours at the appropriate premium rate, provided that such minimum shall not be applicable if the call-in is contiguous with the officer's scheduled duty hours.

21. VEHICLE SAFETY

The City agrees to provide patrol vehicles which are in safe working order for assigned use by members of the Association. Requests for maintenance and repair activities shall be processed through procedures established by the Employer. All damage to patrol vehicles shall be reported promptly.

Any officer who feels that a specific patrol vehicle is unsafe for duty even after corrective repairs have been completed may so indicate by filing a complaint with the division Captain. Objection shall not concern personal opinion, maintenance, or repair procedures. The City will attempt to avoid using the vehicle in question for regular duty assignments until the matter is resolved.

22. SICK LEAVE

- A. Officers shall accrue 8 hours of sick leave for each month of service with the City beginning with the first full calendar month of service.
- B. Sick leave will not be approved before it has been accrued.
- C. Unused sick leave may accrue to a maximum of 480 hours.
- D. Employees shall be notified of their accumulated sick leave during the month of January each year.
- E. An officer who is off of work for three consecutive days because of illness or injury shall be required to submit a physician's certificate prior to his being allowed to return to work indicating the nature of the illness or injury, the officer's capability of returning to work, and the degree to which he may perform his regular duties. In order to determine the employee's fitness to return to duty, the Employer shall have the right to send the employee for medical examination(s) before permitting his return to work.
- F. Sick leave is to be utilized only in the case of genuine illness or injury which prevents the officer from performing his duties. In addition, the officer may use sick leave when a member of his immediate family who permanently resides with the officer is ill or injured which creates a genuine necessity for the officer to be off work to care for that family member. Unauthorized or improper use of sick leave by any officer shall be cause for disciplinary action.
- G. On or before the 20th of December, employees with accumulated sick leave in excess of the 480 hours maximum as of the last pay period of October of that year shall receive a bonus of unused sick leave which is over the maximum at the rate of 100%, and the accumulated sick leave shall be reduced to the maximum of 480 hours.
- H. Upon the Normal Retirement, Early Retirement, Disability Retirement, or death of an employee, unused sick leave credits will be paid to the employee or his beneficiary to a maximum of 480 hours. Payments for unused sick leave credits at retirement shall be included in the computation of Final Average Compensation (FAC) for pension purposes

for all members of this bargaining unit who were promoted into the bargaining unit before August 5, 1987. Payments for unused sick leave credits at retirement shall be excluded from the computation of Final Average Compensation (FAC) for pension purposes for all members of this bargaining unit who were promoted into this bargaining unit after August 5, 1987.

23. PERSONAL BUSINESS TIME

- A. An officer may be granted up to 30 hours of personal business time in any one calendar year with the prior approval of his supervisor.
- B. Personal business time may be taken in conjunction with holiday leave and/or vacation leave.

24. FUNERAL LEAVE

Employees shall be allowed up to 40 hours time off for a death in the employee's or the employee's spouse's immediate family for attending to funeral arrangements, attending the funeral and bereavement. The immediate family shall consist of spouse, parent, grandparent, stepparent, sibling, son, daughter, or stepchild.

25. MILITARY LEAVE

Any officer who has completed his probation period and leaves the Employer's service for compulsory military duty shall be placed on military leave without pay. Such leave shall extend through a date of 90 days after his release from the military service. An employee returning from military leave shall be entitled to restoration to his former position, provided that: (1) he makes application within 90 days after his release from duty, (2) his release shall be under conditions other than dishonorable, and (3) he is physically and mentally capable of performing the duties of the position involved. An employee who leaves for military duty may elect to be paid for accrued vacation time due him, or have such credits reinstated upon return to the department. An employee returning from Military Leave shall have unused sick leave credits restored to him.

26. LEAVE WITHOUT PAY

The City Manager may grant an employee leave without pay for a period not to exceed one year when it is in the interest of the City to do so. The employee's request for such leave shall be considered when he has shown by his record to

be of more than average value to the City, and where it is desirable to retain the employee even at some sacrifice.

27. 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 Uniformed Patrol and Special Operations Section 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.
- 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. Non-Uniformed Patrol and Special Operations Section 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.
- F. Non-Uniformed Patrol and Special Operations Section command officers directed or ordered to work on a designated holiday that falls on their regularly scheduled work day shall be paid one and one-half times the regular rate. All overtime hours worked on a designated holiday 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.

28. 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 service date with the City, an officer shall accumulate vacation leave at the rate of 13 1/3 hours for each month worked.
 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. For all months worked in the previous calendar year beyond the eighteenth service date with the City, an officer shall accumulate vacation leave at the rate of 16 2/3 hours for each month worked.
- B. For purposes of this section, “months worked” shall mean any calendar month where an officer is on the payroll for a minimum of twenty (20) days, including time worked and any payable leave time, including but not limited to personal leave, holidays, sick leave, vacation, funeral leave, and unpaid military leave up to two weeks.
- 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.
 2. The carrying over of unused vacation leave to the next year is prohibited except under exigent circumstances as determined and approved by the Chief of Police. Decisions regarding the approval or denial of vacation leave carryover are not grievable and are subject to City of Troy policy regarding usage.
- D. For Police Captains only, unused vacation leave up to the accrued leave scheduled the past year will be paid off.
- E. Upon retirement, death, or resignation (in good standing), all unused vacation leave will be paid to the employee (or spouse) at the rate of 100%. Payments for unused vacation leave at retirement shall be included in the computation of Final Average Computation (FAC) for

pension purposes for all persons promoted into this bargaining unit before August 5, 1987. Payments for unused vacation leave at retirement shall be excluded from computation of Final Average Compensation for pension purposes for members promoted into the bargaining unit after August 5, 1987.

29. DISABILITY INSURANCE

- A. The City will provide short-term disability insurance for all employees. A charge of up to one day per pay period of the employee's accrued leave time together with said insurance will provide approximately eighty (80) percent of a working officer's gross salary after a thirty (30) day waiting period for a maximum of fifty-two (52) weeks.
- B. Long-term disability insurance will be provided by the City for all employees with three or more years of service at the time of the next opening date of the insurance policy. Eligible employees must also be accepted by the insurance company. A charge of up to eight (8) hours per pay period of the employee's accrued leave time, together with said insurance, will provide approximately seventy (70) percent of an employee's gross salary beginning 12 months after an extended absence due to sickness or accident. The insurance shall continue until the employee's death, retirement, return to work, or voluntary termination (or in the case of non-duty disability, up to 5 years, whichever is sooner).
- C. Amount of coverage shall be adjusted twice a year.

30. DUTY-CONNECTED DISABILITY

- A. The parties to this Agreement understand that Worker's Compensation benefits are paid in accordance with applicable Worker's Compensation laws of the State of Michigan, but that supplemental payments for the first 30 days are made subject to the employee's: (1) immediately, upon reasonable knowledge of the injury, reporting the injury to his immediate supervisor, (2) completing the appropriate forms documenting the injury and cause of same, (3) treating with the City Designated Clinic for the first ten (10) days after the injury or disability, (4) providing periodic updated reports from the employee's physician if requested by the City, and (5) consenting to an examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this Article. The City will pay the cost for the examination of the third

physician. It is further understood that the denial of benefits under Article 30 does not affect the receipt of benefits under Article 29.

1. For the first 30 days following the date of disability, the officer shall receive a check from the City in an amount sufficient to augment appropriate worker's compensation insurance to provide the officer with his regular net pay. The officer shall not incur any loss of accrued leave time during this 30-day period.
2. After 30 days from the date of disability, the officer will be provided approximately 80% of his regular gross salary for an additional 52 weeks. These payments will be comprised of the following, as appropriate: Worker's Compensation insurance, disability insurance, social security, disability retirement with a charge of up to four (4) hours of the officer's accrued leave time per pay period in order to continue on the payroll and accrue benefits.
3. Beginning 12 months after the day of disability, an eligible officer will be provided with Long-Term Disability insurance as explained in Section 29.

- B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action within Wayne, Oakland, and Macomb Counties in the State of Michigan, provided that such insurance coverage can be provided by the City's insurance carrier. The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.

31. LIFE INSURANCE

The Life Insurance program shall provide participating employees with \$50,000 of life insurance, including double indemnity for accidental death, with the employee contributing 10 cents for each \$1,000 of insurance per pay period. Each employee shall have a policy issued to him.

32. 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, 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.
 3. Orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19.
- 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.
- 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.
- 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. 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 as a Police Officer to the City of Troy (maximum 100%). For employees entering the bargaining unit on or after February 15, 2015, the computation changes to 3% per year of service as of the date he enters the unit. Also, the maximum accrual becomes 90%, unless the officer has already accrued 90% or more, in which case it is frozen at that percentage.

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. 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.
- I. The City shall select PA 152 Local Government Opt Out for five (5) years (2014, 2015, 2016, 2017, 2018).

33. PHYSICAL EXAMINATION

- A. Effective upon ratification, members of the association may submit to a physical examination between June 1st and October 31st every other year. Such examination shall be conducted by a medical doctor or clinical facility licensed to practice in the State of Michigan. The employer shall determine the extent of said examination.
- B. The examination may be conducted during the officer's on-duty hours but shall not result in any overtime payment. Officers will be paid for up to three (3) hours to complete the physical. Officers working a shift which is not in conjunction with their physician's office hours shall be given a schedule adjustment of three (3) hours made in the same pay period. This schedule adjustment must not create overtime.

- C. Results stating whether the officer passed or failed the examination shall be provided to the Employer by the examining physician. Results must be submitted to the Human Resources Department by November 1st of the same year. Employees who do not pass the examination must submit medical documentation that the employee is fit for duty. Upon receipt of verification that the officer passed the examination, the officer will be awarded twenty (20) hours of holiday leave in the calendar year in which he or she passes the test and twenty (20) hours holiday for the second year. The employee shall be required to pay one-half (1/2) of the cost of said examination which is not covered by medical insurance with the Employer paying the remaining one-half upon submission of a paid receipt. Receipt is due by January 31st of the following year.

34. 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.
- B. An officer may be eligible for tuition reimbursement under the following conditions:
1. Reimbursement shall be for 100% of the officer's actual tuition cost toward any Bachelor's or Masters Degree, and shall not duplicate any financial aid such as scholarships, grants and aids, G.I. Bill, etc.
 2. Reimbursement shall be tuition costs only and shall not include other fees or expenses.
 3. The course must be taken at an accredited school or university, but does not have to be a credit course.
 4. A minimum final grade of 2.0 or "C" (or greater as may be required by curriculum) must be achieved.

5. No officer shall receive more than \$ 2,500.00 under this program in any fiscal year.
6. Prior to receipt of reimbursement, the employee shall sign a letter agreeing to repay the City the full amount if the employee terminates employment for any reason other than retirement or is terminated for just cause within three (3) years of completion of the course. Should an employee be terminated for just cause and ultimately reinstated, any money repaid to the City for tuition reimbursement after the initial discharge will be returned to the employee.
7. Application and reimbursement process shall be according to established City procedure.

35. CLOTHING AND CLEANING ALLOWANCE

- A. Each fiscal year, every officer shall be allotted a basic clothing allowance of \$525. 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.

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 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.
- 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. 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. Each officer shall receive an annual cleaning allowance of up to \$375 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.

36. LONGEVITY

All officers shall receive longevity pay on or before December 20 of each payment year in accordance with the following schedule:

<u>Years of continuous City service as of November 30 of payment year</u>	<u>Longevity Payment</u>		
	<u>Sgt.</u>	<u>Lt.</u>	<u>Capt.</u>
4 – 8 years	\$ 857	\$ 890	\$1,050
9 – 13 years	1,716	1,790	2,099
14 – 18 years	2,574	2,685	3,149
19 or over	3,431	3,580	4,197

Note: Officers promoting into the bargaining unit on or after 7/1/01 who were not entitled to longevity prior to promotion will not be eligible for longevity payments under this collective bargaining agreement.

37. RETIREMENT

A. Defined Benefit Plan

1. All officers (except as noted in Sec. 37.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 base salary, overtime, holidays, annual sick leave pay, annual vacation pay, and longevity pay, but shall not include payments for education bonus, clothing allowance, cash-in-lieu of health insurance, payouts at retirement of sick leave or vacation leave, or any other cash payments.

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

Effective June 15, 2000, 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 7/1/01, officers promoting into the unit will have the option of selecting the DC plan within 31 days of completion of probation. Officers promoting into the unit with a DC pension shall retain the DC contribution rate at which they contributed as a Police Officer.

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 Worker's 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.

38. WAGES

- A. Annual salaries for Sergeants, Lieutenants, and Captains are outlined in the following schedule:

	Upon Ratification 1.0% \$500 lump sum	July 1, 2015 1.0% \$250 lump sum	July 1, 2016 1.0% \$250 lump sum	July 1, 2017 1.0% \$250 lump sum	July 1, 2018 1.0% \$250 lump sum
Sergeant					
Beginning Step	\$ 76,817	\$ 77,585	\$ 78,361	\$ 79,145	\$ 79,936
After 6 Months	\$ 82,234	\$ 83,056	\$ 83,887	\$ 84,726	\$ 85,573
Lieutenant	\$ 89,758	\$ 90,656	\$ 91,563	\$ 92,479	\$ 93,404
Captain	\$100,035	\$101,035	\$102,045	\$103,065	\$104,096

- B. If an officer (Sergeant) who has completed six (6) months does not receive a step increase in accordance with the appropriate schedule above, the matter shall be subject to the grievance procedure. Within thirty (30) days after the date of denial, the proposed step increase shall again be reviewed. The involved officer shall be advised of this review and shall have the opportunity to discuss it with the reviewing officer(s), the Captain, and the Chief. The probationary period for Sergeants, Lieutenants, and Captains will be one (1) year.
- 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) | \$.60/hr. |
| Third Shift (Midnights) | \$.80/hr. |
- D. Any monies paid to an employee shall be paid by means of direct deposit.

39. PROMOTIONS

Promotion to the rank of Lieutenant and Captain: Promotional eligibility lists shall be created in accordance with Public Act 78 and Act 78 Commission Rules and Regulations; but with the following exception:

The appointing authority, the City Manager, may appoint any one of the top three (3) eligibles for each vacancy, after reviewing recommendations of the Chief of Police and unit commanders superior to the position vacancy which is being filled.

40. EXIT INTERVIEWS

Any employee terminating active employment with the City will be given 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.

41. WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

42. JUDICIAL REVIEW

If any article or section of this Agreement or any supplement thereto shall be held invalid by the operation of law or by any tribunal, the remainder of this Agreement and supplements thereto shall not be affected thereby.

Pursuant to PA 9 of 2011, each collective bargaining agreement entered into between a public employer and public employees under this act after the effective date of the amendatory act that added this subsection shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Provisions required by this subsection are prohibited subjects of bargaining under this act.

43. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2014 until June 30, 2019, and thereafter until amended or modified. Either party may, between January 1, 2019 and March 1, 2019 serve written notice upon the other party of its desire to modify or amend this Agreement. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract. Any such amendment or modification would become effective after June 30, 2019.

There shall be a reopener at either party's request on the sole issue of wages for July 1, 2017 and/or July 1, 2018.

In Witness Whereof, the parties hereto have executed this Agreement upon this 11th day of August 2014.

Resolution #2014-08-105

FOR THE ASSOCIATION
Troy Command Officers Association

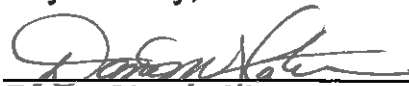


Robert Wolfe, TCOA President



Justin Novak, TCOA Vice-President

FOR THE EMPLOYER:
City of Troy, Oakland County, Michigan




Dane Slater, Mayor



Brian Kischnick, City Manager



M. Aileen Dickson, City Clerk



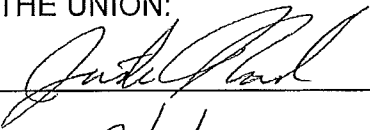
Jeanette Menig, Human Resources Director

TENTATIVE AGREEMENT – CONTRACT WAGE REOPENER
City of Troy and TCOA


It is hereby agreed by and between The City of Troy and the Troy Command Officers Association (TCOA), as a result of the contract re-opener for wages in contract years 2017-18 and 2018-19, that the wages as detailed for these years in the TCOA 2014-2019 collective bargaining agreement, shall be changed to:

	July 1, 2017	July 1, 2018
	3.25%	3.25%
	\$750 lump sum	\$750 lump sum
Sergeant		
Beginning Step	\$80,908	\$83,538
After 6 Months	\$86,613	\$89,428
Lieutenant	\$94,539	\$97,612
Captain	\$105,361	\$108,785

FOR THE UNION:


Date: 2/1/17

FOR THE CITY:


Date: 4-17-17