

500 West Big Beaver Troy, MI 48084 troymi.gov

CITY COUNCIL AGENDA ITEM

Date:	June 25, 2025	9
То:	Frank Nastasi, City Manager	
From:	Robert J. Bruner, Deputy City Manager Chris Wilson, Assistant City Manager Robert C. Maleszyk, Chief Financial Officer Jeanette Menig, Human Resources Director Jennifer Lee, Deputy Human Resources Director	
Subject:	Contract Ratification – Michigan Association of Police (MAP (Introduced by: Jeanette Menig, Human Resources Directo	,

<u>History</u>

The Michigan Association of Police (MAP) represents 45 current full-time clerical employees and nonsworn police personnel at the City of Troy.

In April of this year, the City and MAP started negotiating a successor collective bargaining agreement to replace the contract that expires on June 30, 2025. We held five bargaining sessions and reached a tentative agreement on June 3, 2025.

Financial

As seen in the attached summary, the four-year agreement provides annual wage increases, classification and pay grade adjustments, and limited lump sum payments. These financial changes represent approximately a 20% increase throughout the four-year agreement.

Additional administrative and non-financial changes are also included.

Recommendation

City management recommends approval of this agreement between the City of Troy and MAP for a four-year collective bargaining agreement for the period July 1, 2025 to June 30, 2029.

A summary of contract changes and copies of the tentative agreements are attached. For reference, the current collective bargaining agreement is available on the <u>City website</u>.

Legal Review

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

City of Troy and MAP 2025-2029 Collective Bargaining Agreement Tentative Agreement Summary

ISSUE	CURRENT	NEW AGREEMENT
Classifications	Records Clerk classification is in pay grade 3.	Records Clerk moves to pay grade 4 New position, Office Assistant III, is placed in pay grade 3.
Holidays	Letter of Understanding adding Martin Luther King Jr. Day.	Letter of Understanding incorporated into the collective bargaining agreement
Sick Leave	Language reflected the law previously in effect: the Paid Medical Leave Act of 2018.	Updated to reflect policies consistent with the new law, the Michigan Earned Sick Time Act.
Tuition Reimbursement	Maximum reimbursement calculated per fiscal year.	Now the annual maximum will be calculated per calendar year.
Wages		District B: Add \$1000 to the top step of each grade (5, 6, 7) and then, Apply increases to all pay grades (1-7): 7/1/2025 5.0% 7/1/2026 5.0% 7/1/2027 4.0% 7/1/2028 4.0% District A: \$1000 lump sum to be paid to each employee within 1 month of ratification.
Language clarifications and non-financial / procedural changes		Covering topics of: part-time employees, management rights, eligibility for special assignments in District B, vacation carryover requests, unpaid leaves of absence, and performance evaluations.

ARTICLE 2. RECOGNITION OF UNION

- §3. <u>Part-time employees</u>, for purposes of this Agreement, means persons who work not more than thirty (30) twenty (20) hours per week unless filling in during a vacation period or an approved leave of absence not to exceed four (4) weeks during a calendar year; part-time employees are not subject to the terms of this Agreement. Office Assistant I's and II's in the Parks and Recreation Department are not subject to this section during periods of program registration.
 - A. Notwithstanding the foregoing, the City may supplement the full-time workforce with up to 5,000 hours of part-time employment annually in District B. These part-time employees may work any combination of hours, but not more than 1,250 1,000 hours per part-time employee per calendar year. Full-time minimum staffing levels for the Communications Section shall not be reduced below levels in effect on August 21, 2023 and full-time bargaining unit minimum staffing levels for the Lock-up Section shall be two full-time employees at all times.
 - B. The Employer agrees not to replace regular full-time employees of this bargaining unit who resign, transfer, or are laid-off with part-time employees in a combination of hours equal to 40 or more per week.

ARTICLE 22. OVERTIME - (DISTRICT B)

§ 1. For purposes of scheduling overtime for, District B employees on a leave day may be ordered to work up to ten (10) consecutive hours of overtime, in accordance with subsection 1.D. of this Article.

Example: Should an employee in District B be ordered to work an open shift in accordance with subsection 1.D. of this Article, the ordered overtime shift shall be no more than ten (10) consecutive hours. There shall not be a second order of the same employee to fill any additional hours if less than ten (10) consecutive hours were worked by the employee during the ordered shift.

- A. Overtime shall first be offered in order of seniority to the employees in the classification in which the overtime is to be worked (herein "affected classification") who are scheduled for a leave day but who are regularly assigned to the shift on which the overtime is to be worked.
- B. If such employees decline the overtime, the overtime shall be offered in order of seniority to other employees in the applicable classification who are scheduled for a leave day.

- C. If such employees in the applicable classification decline the overtime, the overtime shall be offered in order of seniority to those employees in the applicable classification scheduled to work on the day such overtime occurs but whose work schedule for such day does not conflict with the time during which the overtime is to be worked.
- D. If sufficient Dispatchers or Police Service Aides/Senior Police Service Aides have not accepted the overtime after the procedures in sub-sections A, B and C above have been exhausted, then the junior employee in the classification in which the overtime occurs who is scheduled for a leave day shall work the overtime.
- E. Should the overtime fall on a day or days that a part-time employee is scheduled to work, prior to "ordering or mandating" a member of the bargaining unit to work, a part-time employee may count toward the minimum staffing level set by the Employer.

FOR THE UNION:

FOR THE CITY: <u>Jeanetre Menig</u>

Date: <u>5-13- 2</u>-

Date: 5/13/25

Article 2. RECOGNITION OF UNION

§3. Add

C. Quarterly, the City shall provide a report to the Union President detailing the total hours worked (in that calendar year) by each part-time employee referenced in (A) above.

FOR THE UNION:

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4-30-0 Date:

FOR THE CITY: + Date: 🦊

ARTICLE 10. MANAGEMENT RIGHTS

§ 1. It is recognized that the management of the Employer, the control of its properties, and the maintenance of order and efficiency is solely a 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 rights To to decide the number and location of buildings, work stations and work areas, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and top equipment, systems and software, methods, schedules of work, the right to purchase the services of others for economic reasons, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to determine which services are to be performed and the number of employees needed to perform such services.

FOR THE UNION:

Date:

FOR THE CITY: Jeanette Menig

Date:

Tentative Agreement City of Troy and MAP May 13, 2025

ARTICLE 17. JOB AND SHIFT PREFERENCE

For the purposes of this Article, the terms "shift" and "job" shall have the same meaning.

§ 1. Employees in District B who have completed their probationary period shall have two shift selections within their assignment per calendar year, as determined by the department. Shift selection shall be by seniority.

The shift selection schedule ("bump schedule") shall be available for sign up a minimum of 45 days prior to the effective date.

§ 2. Police Service Aides and Senior Police Service Aides are eligible to apply for Special Assignments through the internal department processes.

In addition, Dispatchers hired before August 21, 2023 are also eligible to apply for special assignments. If a Dispatcher is selected, the employee's pay will be at the Senior Police Service Aide pay scale, equal to their Dispatcher step/amount.

§ 3. Should the City discontinue operations in either the Lock-up or Communications Section of the Department, employees in the affected section shall be permitted to bump less senior employees in the unaffected section. Employees so transferred must successfully complete the CTO or LTO program if, in the discretion of the city, such training is necessary and be able to competently perform the duties of the position to which they are transferred within a reasonable period of time not to exceed sixteen (16) weeks.

and renumber subsequent sections.

FOR THE UNION:

Date:

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ARTICLE 23. HOLIDAYS

§ 1. Employees covered by this contract, including probationary employees (except employees in District B, and other employees who work on a schedule which regularly includes holidays as designated days worked), who are full-time employees (persons regularly scheduled to work 40 hours or more) and who are on the payroll as defined in Article 24, Vacation Leave, on the date of the holiday and not on leave without pay on such date, shall be eligible for holiday pay equal to their current rate, excluding any premium pay, for 104 112 hours of holiday leave a year; this leave shall include the day off with pay for each of the following designated holidays, and the balance of the leave (24 hours) as floating holidays:

> New Year's Day Martin Luther King, Jr. Day Good Friday Memorial Day Independence Day Labor Day

Thanksgiving Friday after Thanksgiving Day before Christmas Christmas Day Day before New Year's Day

- § 2. For those employees covered by the paragraph above, when a holiday falls on Saturday, it shall be observed on the preceding Friday, unless that day is also a holiday, in which case the holiday will be observed on the following Monday. When a holiday falls on Sunday, it shall be observed on the following Monday, unless that day is also a holiday, in which case the holiday will be observed on the preceding Friday. For such employees on a work week other than Monday through Friday, in a division which operates during a holiday, the City Manager shall designate the work day that shall be observed as the holiday.
- § 3. Employees in District B and other employees who work on a schedule which regularly includes designated holidays (as listed in Article 23) as days worked shall be credited an annual bank of holiday time as follows:
 - A. *4/10 Schedule*: For those whose regular schedule consists of four 10-hour days per week, a bank of 110 **120** hours will be assigned in January of each year. This bank represents 10 hours for each of the 10 **11** designated holidays listed above and 10 hours of "floating" holiday.

B. *5/8 Schedule*: For those whose regular schedule consists of five 8-hour days per week, a bank of 104 **112** hours will be assigned in January of each year. This bank represents 8 hours for each of the 10 **11** designated holidays listed above and 24 hours of "floating" holiday.

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Article 24. VACATION LEAVE

- §5. B. The use and time selection of available vacation leave for District B employees shall be on a seniority basis among those working the same shift and section. Those employees wishing to exercise their seniority right-of-choice of vacation periods shall submit a time-stamped Vacation Time Request form to their supervisor by April 1st of each year. The form shall indicate the month and week of each vacation as well as the order of preference (employees may specify up to five vacation preferences). For employees in District B, These these vacation requests shall be forwarded to the employee's supervisor at the beginning of the bump period within which the vacation request occurs.
- §7. Forty (40) hours of the employee's accrued vacation leave must be taken in the year following the year in which it was earned. Any balance of unused vacation leave shall be paid in January, unless advance written approval to carry over accumulated unused vacation from the City Manager Department Head is obtained. The request must be submitted to the Department Head prior to December 31st November 1st of the year in which the vacation leave is to be taken. If the request is denied, the employee will be notified by December 1.

FOR THE UNION Date:

Date: 4/30/25

Tentative Agreement City of Troy and MAP May 29, 2025

ARTICLE 25. SICK LEAVE

- §2. Employees may use sick leave 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. Michigan Earned Sick Time Act:
 - A. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
 - B. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.
 - C. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
 - D. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
 - E. For closure of the employee's place of business by order of a public official due to a public health emergency; for 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.

- F. For the purpose of sick leave use as referenced in this article, "family member" includes all of the following:
 - 1. A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
 - 2. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
 - 3. A person to whom the employee is legally married under the laws of any state or a domestic partner.
 - 4. A grandparent.
 - 5. A grandchild.
 - 6. A biological, foster, or adopted sibling.
 - 7. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- G. If the need for sick leave is foreseeable, employees must provide seven days' notice of the intention to use sick leave; approval of foreseeable sick leave use without seven days' notice may be at the discretion of the supervisor.

If the need for sick time is not foreseeable, employees must notify their supervisor as soon as practicable using their department's notification procedures; except for District B, as indicated in Article 42, consistent with the Michigan Earned Sick Time Act and the departmental policy received upon hire and any subsequent version as updated and distributed in writing.

ARTICLE 42. REPORTING ABSENCES

District A

Irrespective of any other provision of this Agreement For instances where sick leave is not applicable and is not used, employees, except Dispatchers or Police Service Aides/Senior Police Service Aides, are required to notify their supervisor or their designee if they are not going to report to work or be tardy within the thirty (30) minute period prior to or the thirty (30) minute period after their scheduled starting time.

District B

For all absences, including those in which sick time is applicable and used, employees must notify their supervisor or their designee one (1) hour prior to the start of their shift, consistent with the Michigan Earned Sick Time Act and the departmental policy received upon hire and any subsequent version of the departmental policy as updated and distributed in writing to employees.

within the thirty (30) minute period prior to or the thirty (30) minute period after their scheduled starting time if he the employee is not going to report for work or will be tardy. Dispatchers or Police Service Aides/Senior Police Service Aides must notify their supervisor one (1) hour prior to the start of their shift if the employee is not going to report for work or will be tardy.

Failure to so notify the department as specified herein subjects the employee to discipline, unless mitigating circumstances make such notification physically impossible. Failure to so notify the department as specified herein may result in the loss of pay for the day.

FOR THE UNION:

Article 39. TUITION REIMBURSEMENT AND TRAINING

§1.

F. Each employee may receive up to \$2,500 under this program each fiscal calendar year.

In addition:

Employees who, as of the date of ratification, have submitted and received approval for tuition reimbursement in calendar year 2025 (as part of their FY 2024-25 \$2500), may submit and receive up to an additional \$2500 reimbursement for the remainder of the 2025 calendar year.

FOR THE UNION:

Date:

FOR THE CITY:

Date:

MAP Tentative Agreement 2025-04

Tentative Agreement City of Troy and MAP May 13, 2025

Add new 45 and renumber the remaining Articles

ARTICLE 45. PERFORMANCE FEEDBACK

The Police Department will utilize performance and conduct management software (Guardian Tracking or a similar program) to provide direct and clear feedback on job performance for all employees in District B and those Police Department employees in District A who have Guardian Tracking (or a similar program) available.

The remaining employees in District A, in other departments, and those who do not have Guardian Tracking (or a similar program) available, may receive performance feedback in alternate method(s), which may include an annual performance evaluation.

FOR THE UNION:

Date: 5-13-25

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Date

ARTICLE 27. UNPAID LEAVES OF ABSENCE

§ 4. Employees must exhaust all available leave time appropriate for their absence before becoming eligible for an unpaid leave of absence. Employees on an unpaid leave of absence as provided in this Article shall not be entitled to any fringe benefits during the period of the leave.

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Date: 4/30/25	

Tentative Agreement City of Troy and MAP May 13, 2025

EXHIBIT A

The City and the Union agree:

The new classification of Office Assistant III will be in pay grade 3.

The classification of Records Clerk will be moved to pay grade 4.

These changes will be effective as of the ratification of the successor agreement, thus Records Clerks will be adjusted to their current step in the new pay grade effective on July 1, 2025 or the date of ratification, whichever is later.

FOR THE UNION:

Date:

Date:

NOTES – EXHIBIT A

The Employer retains the right to hire a new employee at any salary equivalent up to and including the starting salary and step one salary.

Employees who are promoted shall be assigned a step in their new classification that provides not less than \$500.00 increase per annum over their present (current salary before promotion) salary, but in no event more than the highest step in the classification pay range.

The Employer has the right to determine when and if to fill a training officer or **Special Assignment position** Road PSA position, the number of trainers or **Special Assignment positions** Road PSAs needed and the selection.

Special Assignment may include, but are not limited to: Community Services, Property Room, Road PSA, Research and Technology positions.

Road PSAs shall receive an additional 5% pay adjustment on the base pay. Dispatchers and Police Service Aides/Senior Police Service Aides who are training officers (LTO or CTO) will receive a stipend equal to 2 hours at time and a half for each shift they are training a trainee.

The Employer has the right to determine when and if to fill a training officer or Road PSA position, the number of trainers or Road PSAs needed and the selection. (relocate above)

Employees who are demoted shall be assigned their existing step but in the new pay grade (i.e. Grade 4 Step 1 to Grade 2 Step 1) and remain on their existing step progression timeline.

The City may advertise and offer a signing bonus up to \$1,500 to new hires in any classification, at the discretion of the City, based on hiring conditions at the time of hire.

FOR THE UNION:

Date: 5-13-25

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Tentative Agreement City of Troy and MAP June 3, 2025

Wages: District B: add \$1000 to the top step of each grade (5, 6, 7) then,

Increases to all pay grades: 7/1/2025 5% 7/1/2026 5% 7/1/2027 4% 7/1/2028 4%

District A: 7/1/2025 \$1000 lump sum to be paid within one month of ratification.

Modify Exhibit A as follows:

The employer retains the right to hire a new employee at any salary equivalent up to and including the starting salary and step one salary. For District B, the employer may hire a new employee, with two years of relevant (corrections or dispatcher) experience at step two.

FOR THE UNION:

6-3-25 Date:

Date: