

JULY 1, 2024 – JUNE 30, 2027
COLLECTIVE BARGAINING AGREEMENT

CITY OF TROY, MICHIGAN
and
TROY COMMAND OFFICERS ASSOCIATION

(Resolution 2024-07-088)

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

1. AGREEMENT

THIS AGREEMENT is hereby entered into this 8th day of July 2024 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 race, religion, color, sex, sexual orientation, gender identity or expression, height, weight, marital status, national origin, age, disability, or veteran status or any other basis protected by federal and state law.

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 February 20, 2020, 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 February 20, 2020, 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 delegate, one of whom will act as co-chairperson. City members will be selected by the Human Resources Director, one of whom will act as co-chairperson.
3. Persons from either party who are specialists in a subject under discussion may be brought into committee meetings by agreement of the co-chairpersons.
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.

11. 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. Officers shall first discuss the matter with their immediate supervisor. If not resolved, then the officer shall discuss the issue with the appropriate 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 that command officer is not available, then with the next ranking command officer outside the officer's division. If so desired by the employee, a 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, a steward, and the Police Chief or the Chief's designated representative. The Police Chief or representative shall give a 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 the Chief's designated representative. The Human Resources Director shall give a 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.

12. 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.

13. 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 the decision shall be limited to the application or interpretation of the above and to the specific issue presented.
- 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 the arbitrator's 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 their own behalf.

14. 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 the employee's 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 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. 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 the officer's personnel file.
- E. Should officers be required to give a verbal or written account of their actions which may result in receiving disciplinary action, the officers may, at their option, have a steward present while making such a statement. The officers may, also at their option, postpone said verbal or written account up to 24 hours from the request so that they 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, the officer 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 a complaint shall be notified in writing of the outcome of that investigation and be allowed to review the complete file. If an investigation results in discipline, a copy of the discipline investigation file will be supplied to the officer and a TCOA representative, if requested. If confidential sources of information are withheld, the Police Chief will provide the Union President with written reasons for the confidentiality. It should be noted that any privileged information, which is prohibited from being disclosed to the officer, cannot be utilized as a basis for disciplinary measures against the officer.

15. SENIORITY

- A. Seniority of members of the Association shall begin after the officer has completed the promotional probationary period and shall be retroactive to the initial date of promotion. This seniority shall be applied by rank for the purposes specified in this Agreement. Officers shall forfeit and/or terminate their seniority for the following reasons:

1. The officer quits or retires.
 2. The officer is discharged and not reinstated.
 3. The officer 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.

16. 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. Fourteen (14) days written notice of any change in division, section, unit, shift assignment, hours, leave days, work days, or duties will be provided. This section shall not apply to changes in assignments originating from promotional situations or in emergencies as determined by the Chief of the department.
- D. Patrol Shift and Special Operations Section command officers' regular work schedules shall a 4/40 work schedule, four days in a row.
- E. If an officer is unable to report to work at the established starting time, the officer shall notify the officer's supervisor or desk officer at least one hour prior to the time the officer's 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. 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.

17. OVERTIME

- A. Excluding Police Captains, officers will be paid one and one-half (1½) times their regular hourly rate for all hours worked in excess of: (1) 40 hours per week and (2) their 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. 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.
- 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.

18. 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.

19. CALL-IN TIME

When an officer is called in at other than the officer's normal scheduled work shift, the officer 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.

20. 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.

21. 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 the officer 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 the officer may perform the officer's 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 the return to work.
- F. Sick leave is to be utilized 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 the officer's beneficiary to a maximum of 480 hours. Payments for unused sick leave credits at

retirement shall be excluded from the computation of Final Average Compensation (FAC).

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

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

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

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

22. 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 the officer's supervisor.
- B. Personal business time may be taken in conjunction with holiday leave and/or vacation leave.

23. 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.

24. MILITARY LEAVE

Any officer who has completed the initial 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 the officer's release from the military service. An employee returning from military leave shall be entitled to restoration to the officer's former position, provided that: (1) the officer makes application within 90 days after his release from duty, (2) the officer's release shall be under conditions other than dishonorable, and (3) the officer 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.

25. 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 the officer has shown by record to be of more than average value to the City, and where it is desirable to retain the employee even at some sacrifice.

26. HOLIDAYS

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

27. VACATION

- A. All officers shall qualify for vacation leaves on January 1 of each calendar year according to the following schedule:

1. For all months worked in the previous calendar year prior to the fifth service date with the City, an officer shall accumulate vacation leave at the rate of 13 1/3 hours for each month worked. (12 months = 160 hours)
2. For all months worked in the previous calendar year beyond the fifth service date with the City, an officer shall accumulate vacation leave at the rate of 16 2/3 hours for each month worked. (12 months = 200 hours)

Effective the first full month following ratification:

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

28. 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).

29. WORKERS' COMPENSATION

A. The City will provide benefits pursuant to the current Michigan Workers' Compensation law for an employee who suffers an accidental injury or a disabling occupational disease arising out of and in the course of employment with the City. If the Michigan Workers' Compensation law changes, the policy will mirror the changes. The parties to this Agreement understand that Workers' Compensation benefits are paid in accordance with applicable Workers' Compensation laws of the State of Michigan, but that supplemental payments are made subject to the employee based upon the following. The employee must:

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

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

- B. In accordance with Workers' Compensation law, there is a 7-day waiting period for wage loss benefit payments from the Workers' Compensation insurance carrier. If the disability lasts beyond one-week (seven (7) consecutive, calendar days), the worker is entitled to benefits as of the eighth (8th) day after the injury. If a disability continues for two weeks (fourteen (14) consecutive, calendar days) or longer, then the worker is entitled to be paid compensation for the first (1st) week of disability from the date of disablement. There is no waiting period for medical benefits; coverage begins at the time of the injury.
- C. For the first thirty (30) days following the date of disability, the employee shall receive a check from the City in an amount sufficient to augment appropriate Workers' Compensation insurance to provide the employee with their regular, base wage. Employees shall not incur any loss of accrued leave time during this 30-day period. After the 30-day period has been completed, an employee shall receive, if otherwise eligible, Workers' Compensation as provided by law and a benefit equal to the difference between such Workers' Compensation benefit and approximately eighty percent (80%) of the employee's base wage. In order to be eligible for such benefit, an employee must supplement such benefits by using up to a maximum of four (4) hours per pay period of paid leave time.
- D. Upon the retirement of a member of this Union due to their disability as provided in Chapter 10 of the City Code, they shall receive a pension of not less than two-thirds (2/3) of their Final Average Compensation during the period they are in receipt of Workers' Compensation due to this disability arising out of and in the course of their City employment.
- E. The employee agrees to refund any overpayments to the City, per provisions of Article 37 (E).

30. 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.

31. HEALTH INSURANCE

- A. The Employer shall provide hospitalization and medical insurance for employee and family equal to or better than the following:
 - 1. Blue Cross Community Blue Plan 1 (Modified) to include: \$10/\$40 drug rider with mandatory generic, prior authorization, step therapy, 2xMOPD; \$30 office visit co-pay; \$30 chiropractic office visit co-pay; \$50 emergency room co-pay (waived if admitted); and \$250/\$500 basic deductible.
 - 2. A basic dental program, including Class I and Class II benefits with a 10% employee co-payment of claims and a maximum benefit of \$1000 per person per

year, beginning each January 1 and orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19.

3. Effective January 1, 2025 employees will have the opportunity to select an enhanced dental plan, including orthodontic coverage.

B. An employee who elects to be covered by health insurance shall contribute 5.0% of the total premium cost by means of a pretax payroll deduction. Effective January 1, 2025 employees who choose to enroll in dental insurance (basic or enhanced) shall contribute 5% of the premium for dental insurance.

C. Employees who, after July 1, 2006, choose not to subscribe to health insurance will receive \$250 per month. For current bargaining unit members who, prior to July 1, 2006, opted not to subscribe to medical insurance, the amount of "cash-in-lieu" payment is frozen at the amount they were being paid as of July 1, 2006. Employees entering the bargaining unit after August 11, 2014 who are receiving "cash in lieu" at the time they entered the unit, will continue to receive the same amount or \$250 per month, whichever is less.

Effective January 1, 2025, officers who choose not to subscribe to dental insurance shall receive \$25 per month.

D. Spouses and children who are full-time City of Troy employees and are covered on another active employee's plan must opt-out of health care coverage and are not eligible for cash-in-lieu payments.

32. PHYSICAL EXAMINATION

A. Effective upon ratification, members of the association may submit to a physical examination between January 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 the officer

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, the officer 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.

33. TUITION REIMBURSEMENT

- A. 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.

34. CLOTHING AND CLEANING ALLOWANCE

- A. Each fiscal year, every officer shall be allotted a basic clothing allowance of \$1000.00. The allowance shall be issued to each active officer, less applicable payroll tax deductions, via direct deposit during the month of July of each year.

It is clearly understood that clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year.

- 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 \$200.00 clothing allowance. The additional allowance will be issued, less applicable payroll tax deductions, via direct deposit.
- C. Any Police Sergeant promoted to the rank of Police Lieutenant shall be provided the following uniform items, at no cost to the officer: Two trousers, two long-sleeved shirts, two short-sleeved shirts, and one winter coat.
- D. 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.
- E. Each officer shall receive an annual cleaning allowance of up to \$700.00 on or before May 20th of each year which shall be comprised of twelve (12) monthly payments prorated for each full month that the officer was actively working in the previous twelve-month period. The allowance shall be issued to each active officer, less applicable payroll tax deductions, via direct deposit.

35. LONGEVITY

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.

36. RETIREMENT

A. Defined Benefit Plan

- 1. All officers (except as noted in Sec. 36.B.) shall participate in the Retirement System Pension Program, as explained in Chapter 10 of the Troy City Code.

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

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

No current employees (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 their total benefit computation reduced as a result of this Agreement. Future service shall, however, accrue at the rate of 1.0% for each year of service for said employee.

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

B. Defined Contribution Plan

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

1. Contribution rates:

Employee	4%
Employer	12%
2. Vesting schedule for Employer Contributions: Employees hired after June 15, 2000, shall be 50% vested at three years, 75% vested at four years and 100% vested at five years.
3. Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in the retirement

ordinance. The City's liability for the disability benefit shall be offset (1) by an amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401 (a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan. While the employee is receiving disability benefits or is receiving workers' compensation, the City of Troy shall contribute the employer rate, as contained in subsection 1 above, of the disabled employee's taxable wage for deposit in the defined contribution plan for the employee's benefits.

4. Participants in the defined contribution plan shall also be covered in the event of death, including non-duty death, with a benefit equivalent to the defined benefit plan as set forth in the retirement ordinance. The City's liability for a death benefit shall be offset (1) by an amount which may be payable pursuant to the workers' compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's death.

C. Medical Insurance in Retirement

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

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

Retirees and covered spouses must enroll in Medicare Parts A and B (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 1, above (except for employees who participate in the Retirement Health Savings (RHS) plan). Retirees may pay, at their own expense, the difference between a two-person and family rates.

2. Effective February 27, 2006, employees who promote into the unit shall not be eligible for retiree dental/orthodontic coverage. For those employees who were in the unit prior to February 27, 2006, the Employer will provide

dental/orthodontic coverage in retirement, consistent with that received by active employees, for retiree and spouse, at the rate of 4% per complete year of retirement service 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. Retirees may pay, at their own expense, the difference between a two-person and family rate.

3. For members receiving a non-duty disability retirement on or after May 7, 2001, hospitalization coverage provided in subsection D. above will be at the rate of \$400 per month or 4% per complete year of retirement service to the City of Troy whichever is greater.
4. Employees who participate in the Defined Contribution Plan and who qualify for medical insurance in retirement may select a Deferred Retiree Health Care option with ten (10) or more years of service and any age. The computation for retiree health care paid by the City shall be 4% per complete year of retirement service.

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

D. Retirement Health Savings

1. Employees promoting into the bargaining unit who participate in the Retirement Health Savings (RHS) plan to fund the cost of health care in retirement shall continue to participate in the RHS plan in lieu of retiree health insurance.
2. Contribution Rates: Employee 2%
 Employer 4%
3. Vesting Schedule for Employer contributions: Employees shall be 50% vested at three years, 75% vested at four years, and 100% vested at five years of full-time City service.

37. WAGES

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

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

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

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

- 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)	\$ 1.50/hr.
Third Shift (Midnights)	\$ 1.75/hr.
- D. Any monies paid to an employee shall be paid by means of direct deposit.
- E. The employee agrees to refund any overpayment(s) to the City. In the case of significant repayments, the City will work with the employee on a repayment schedule. The repayment plan will be an agreement between the employee and the City. If a plan cannot be agreed to, the City will apply applicable State or Federal laws to determine the repayment schedule.

38. 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.

39. PERSONNEL RECORDS

- A. Contents of an officer's departmental file and official personnel file in the Human Resources Department shall be treated with confidentiality. Representatives of the Chief of Police and City Administration shall have access to an officer's files for authorized purposes. Information contained within an officer's personnel file may be released without the officer's permission for:
1. Verification of employment and salary.
 2. Civil litigation when directed by a lawful subpoena. In such instances, the officer will be notified.
 3. Internal investigations conducted by or for the Employer.
 4. Use by an official law enforcement agency during the course of any legitimate criminal investigation. In such instances, the officer shall be notified unless such notification may impair the investigation.
- B. During regular City Hall hours and within 72 hours of the officer's request, officers shall have the right to review their personnel file. If released by their supervisor during regular City Hall hours, officers may review their personnel file during their regular duty hours without loss of pay, but not more than five (5) times per calendar year. An officer may comment in writing about any adverse material in the personnel file, and such comment shall be included in the file.
- C. The department will regularly utilize performance and conduct management software (Guardian Tracking or similar program) to provide direct and clear feedback on job performance. This system replaces annual performance evaluations.
- D. All records placed in Guardian Tracking (or similar program) which are over twelve (12) months old from the date of entry, may be requested in writing by the officer to be removed. Such records will be deleted by the Division Commander or Chief unless there is litigation pending wherein such records would be used as supporting documentation.

40. OFFBOARDING

Any employee terminating active employment with the City will be given the opportunity to schedule an offboarding meeting with 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 the officer's 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, 2024 until June 30, 2027, and thereafter until amended or modified. Either party may, between January 1, 2027 and March 1, 2027 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, 2027.

In Witness Whereof, the parties hereto have executed this Agreement upon this 8th day of July 2024.

Resolution #2024-07-088

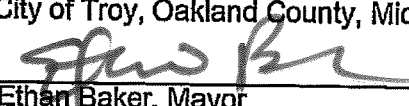
FOR THE ASSOCIATION
Troy Command Officers Association


Frank Shuler, TCOA President


Michael Miller, TCOA Vice President

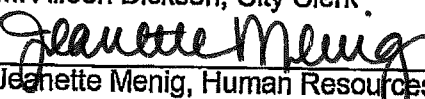

John Huizdos, POLC Labor Representative

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


Ethan Baker, Mayor


Frank Nastasi, City Manager


M. Aileen Dickson, City Clerk


Jeanette Menig, Human Resources Director



500 West Big Beaver
Troy, MI 48084
troymi.gov

LETTER OF UNDERSTANDING
City of Troy and TCOA

December 6, 2024

The City and the Union agree to recognize Martin Luther King, Jr. Day as a City designated holiday by adding it to **Article 26 – HOLIDAYS** as follows:

26. HOLIDAYS

- A. On January 1, each officer shall be allotted ~~440~~ **120** hours of future holiday leave.
- B. Designated holidays shall be New Year's Day, **Martin Luther King, Jr. 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. Operations Division command officers working on a designated holiday shall receive one and one-half times their 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 their regular hourly rate. The starting time of the shift determines eligibility for holiday overtime.
- D. Unused holiday leave as of December 31 of each year shall be paid to the officer on a straight time basis by means of direct deposit.
- E. Investigative and Administrative Services Division command officers may work a designated holiday, if it is their scheduled work day, upon providing seven days' written notice to the Division Captain. An officer working under this section will be paid one and one half times the regular rate.
- F. Investigative and Administrative Services Division command officers ordered to work on a designated holiday shall be paid two times the regular rate
- G. Upon death or retirement, unused holiday leave accrued that year will be paid at the rate of 100% of the unused hours.
- H. In the event that an employee terminates employment with the Employer having used more holiday leave than had actually been observed in the calendar year plus floating holiday(s), the employee's last paycheck will be reduced by the excess amount of holiday leave the employee has taken. In the event that an employee terminates employment with the Employer having used less holiday leave than had actually been observed in the calendar year plus floating holiday(s), the employee's last paycheck will include payment for the holidays not taken



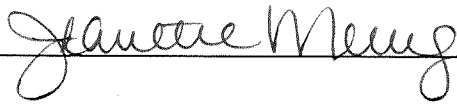
500 West Big Beaver
Troy, MI 48084
troymi.gov

FOR THE UNION:



Date: 12/12/24

FOR THE CITY:




Date: 12/18/24

TENTATIVE AGREEMENT
City of Troy and TCOA
May 23, 2024

The City and the Union agree that, if during the course of the 2024 – 2027 collective bargaining agreement, another bargaining unit reopens an existing or opens a new Defined Benefit retirement plan to current employees (including the opportunity to change from Defined Contribution to Defined Benefit) we shall reopen the TCOA agreement to negotiate retirement benefits.


FOR THE UNION:



Date:

6/3/24

FOR THE CITY:



Date:

6/3/24