



500 West Big Beaver
Troy, MI 48084
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Tentative Agreement - Additional Language Changes City of Troy and TPOA

June 30, 2020

5. Agency Shop

6. POAM/Association Dues

The Union and the City agree to replace Article 5 Agency Shop and Article 6 POAM/Association Dues with the following (and renumber subsequent sections and update internal references as appropriate):

Article 5 – AUTHORIZATION FOR DUES/FEEES DEDUCTION (note red highlights in this section only denote differences from TPOA language proposal).

- A. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.
- B. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective on the date specified by the Union, provided there is at least one ~~the-month-following~~ month between transmittal of the written notice to the Employer and the desired effective date. The Employer shall deduct the dues/fees once each month from the pay of the employees that who have authorized such deductions.
- C. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an 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.
- D. If an authorized deduction for an employee was requested as required in writing and submitted to the Finance (payroll) department but the deduction is not made, the Employer shall make the deduction from the employee's next available pay period after the error has been called to the Employer's attention by the employee or Union.
- E. 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.
- F. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority.

18. Attendance

A., add:

3. Shift bump selection will be posted no less than 45 days prior to the beginning of the shift bump. Once completed, it will not be modified for the six (6) months unless in an emergency as determined by the Police Chief.



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- D. Shift schedules shall be posted at least ~~ten (10)~~ **fourteen (14)** calendar days in advance of the start of a new schedule. In case of emergency or other unforeseen circumstances, schedules may be changed to meet the operating needs of the Police Department. Changes in the posted schedule shall be given to the affected officer(s) in writing. An officer who is scheduled to work an extra shift shall receive 24 hours notification if his overtime is to be cancelled. If notification is not received, the officer shall have the opportunity of either working or not working the extra shift.
- H. ~~Officers assigned to the Investigative/Administrative Services Division and Professional Standards may work a designated holiday, if it is his scheduled work day, upon one day's notice to the designated Division Commander and with prior approval of the Division Commander. An officer working under this section will be paid straight time only.~~
Officers assigned to the Investigative and Administrative Services Division ordered to work on a designated holiday that falls on their regularly scheduled work day and work hours shall be paid one and one-half times the regular rate. All such overtime hours worked on a designated holiday that falls outside of an officer's regularly scheduled work day and work hours shall be paid at the rate of two times his regular hourly rate.

19. Overtime

B. Available overtime will be assigned as one of the following categories:

1. Special Detail Overtime Known 72 Hours in Advance
 - a. If overtime is involved with a special detail (assignment, event, project, program, etc.) which is known at least 72 hours prior to the special detail, then the overtime shall be first offered on a voluntary seniority basis to the appropriate shift or work unit. If the overtime is not filled by the shift or work unit officers, the overtime shall be filled on a voluntary seniority basis from the master seniority list.
 - b. **Overtime detail lasting three or more consecutive days (such as Oakland Mall and Somerset Mall detail) overtime shall be equalized as close as may be practical among all officers who are able to patrol alone and who volunteer to work such overtime. Overtime shall be averaged among officers. Procedures for implementing on a seniority basis will be drafted by the Union and approved by the Chief.**

21. Call in Time

Add:

See Article 19. Overtime (A) and Article 31. Holidays (D) for details on overtime call-in is compensated.

24. Vehicle Safety

- B. 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 through his supervisor. Objection shall not concern personal opinion, maintenance, or repair procedures. The City will attempt to avoid using the vehicle in question for patrol duty until the matter is resolved. Patrol vehicles may be driven up to a maximum of 90,000 miles, but not less than that provided under vehicle warranty. In exigent circumstances the City has the discretion to utilize a vehicle for up to 100,000 miles, on a case-by case-basis as reviewed by and agreed by the union.



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25. Sick Leave

- F. Sick leave shall be utilized pursuant to City of Troy policy and 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. Officers shall notify the department of the use of sick leave, and the reason for the use, no less than one (1) hour before the start of the officer's shift and daily thereafter. Unauthorized or improper use of sick leave by any officer shall be cause for disciplinary action.

34. Duty-Connected Disability Workers' Compensation

- A. This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to Workers' Compensation benefits. 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's: (1) complying with all reasonable rules promulgated by the City regarding duty-related disability; (2) treating with the City-designated clinic for the first twenty-eight (28) days after injury, pursuant to the current Michigan Worker's Compensation law (if the Michigan Worker's Compensation law changes, the period will mirror the law); (3) providing periodic updates or reports from the employee's physician if requested by the City; (4) performing in a light duty status, excluding those duties listed in Article 22A, if directed by the Department Head or his designate consistent with the recommendations of the attending physicians; and (5) consenting to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this Article.
1. For the first 30 days following the date of disability, the officer shall receive a check or direct deposit from the City in an amount sufficient to augment appropriate Workers' Compensation insurance to provide the officer with his regular net pay. The officer shall not incur any loss of accrued leave time during this 30-day period.
 2. ~~After 30 days from the date of disability, the officer will receive 80% of his regular base salary for an additional 52 weeks. These payments will be comprised of the following, as appropriate: Workers' Compensation insurance, disability insurance, social security, disability retirement, and a charge of four (4) hours of the officer's accrued leave time per pay period in order to continue on the payroll and accrue benefits.~~
Shall receive, if otherwise eligible Workers' Compensation as provided by law and a benefit equal to the difference between such Workers' Compensation benefit and approximately eighty percent (80%) of the employee's base wage, in order to be eligible for such benefit, an employee must supplement such benefits by using four (4) hours per pay period of paid leave time.



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~~3. Beginning 12 months after the date of disability, an eligible officer will be provided with Long Term Disability Insurance as explained in Section 33.~~

43. Upon the retirement of a member of this Union due to his disability as provided in Chapter 10 of the City Code, he shall receive a pension of not less than two-thirds (2/3) of his Final Average Compensation during the period he is in receipt of Workers' Compensation due to this disability arising out of and in the course of his City employment.

B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action ~~within Wayne, Oakland, and Macomb Counties in the State of Michigan. The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.~~

42. Retirement

C. **MEDICAL INSURANCE IN RETIREMENT:**

Upon regular retirement, early retirement, or disability retirement, employees may be eligible for medical and hospitalization insurance if they meet the age and service requirements whether they participate in the Defined Benefit or Defined Contribution Pension Plan.

For employees retiring on or after the ratification date of this Agreement, the insurance described in Blue Cross Blue Shield Community Blue PPO group #0070010020 will be provided, except for employees who participate in the Retirement Health Savings (RHS) plan.

For employees hired on or after July 1, 2011, the Retiree Health Savings Plan described in Section 42. D. will replace retiree health insurance.

Retirees (other than RHS participants) ~~who in~~ **must enroll in Medicare Part B (medical insurance) when eligible**, 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 for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, per the computation in the following paragraph. A retiree may pay, at his/her own expense, the different between a two-person and family rates.

For such employees retiring after February 20, 1996, the City will pay for medical and hospitalization coverage at the rate of 4% per complete year of retirement service to the City of Troy (max. 100%) for two (2) person coverage for retiree, spouse at the time of retirement, or dependent child, provided that the retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own option and expense, the difference between a two-person and family rate.

Effective July 1, 2001, the City will provide fully paid medical insurance for 2-person coverage in the event of a duty death.

For purposes of this section, "spouse" and "two-person coverage" are defined as "spouse (or dependent child) at the time of retirement."

FOR THE UNION:

FOR THE CITY:

B. J. [unclear]

Date: 7-15-20

Date: _____



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**2020-2023 TPOA Collective Bargaining Agreement
 Package Proposal – June 23, 2020**

1. Wages (Section 43)

Annual Pay Increases: July 1, 2020 – 3.25%
 July 1, 2021 – **2.00%**
 July 1, 2022 – **2.00%**

Wages retro to 7/1/2020.

Subject to the re-appropriation of steps before July 2020 increase is applied:

Step 1	\$50,000
Step 2	\$55,000
Step 3	\$60,000
Step 4	\$66,000
Step 5	\$69,000
Step 6	\$73,000
Step 7	\$77,594

2. Retirement Plans (Section 42)

All DC members will change to 11% City, 5% Employee contribution
 Effective the first pay period of the month following ratification.

3. Clothing and Cleaning Allowance (Section 40)

Increase Clothing Allowance to \$600, effective **July 2020**
 Increase Cleaning Allowance to \$500, effective **May 2021**

4. Shift Differential (Section 43 C)

Increase Second Shift (Afternoons) to \$.80/hour, effective **July 10, 2020**
 Increase Third Shift (Midnights) to \$1.00/hour, effective **July 10, 2020**
 (Note that **July 10, 2021** is the beginning of the first pay period following July 1).

5. Physical and Psychological Examinations (Section 37)

Incorporate dates from March 2018 Letter of Understanding and include requirement that the doctor/clinic must complete the form provided by the City. Retain 20 hour benefit each year.

6. Retiree Health Care – Status Quo



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7. Additional Proposals:

Article 24. Vehicle Safety

Section B. Include language for exigent circumstances management has the discretion to utilize a vehicle for up to 100,000 miles, on a case-by case-basis as reviewed by and agreed by the union.

Article 36. Health Insurance

Section C. Status quo

Section E. Change to: spouses and children who are full-time City of Troy employees and are covered on another active employee's plan are not eligible for cash in lieu payments. Must opt out and are not eligible to receive cash in lieu. **Effective January 1, 2021.**

Article 34. Duty-Connected Disability

Re-title Article to Workers' Compensation

Section A. Add language to match TFSSOA and new TCOA language (eliminate coordination with disability plan and instead coordinate benefit with City supplement).

Section B. Modified as follows:

B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action within Wayne, Oakland, and Macomb Counties in the State of Michigan. ~~The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.~~

Article 42. Retirement

Section C. Require Medicare part B enrollment, when eligible, at retiree's expense.

To also include a Letter of Understanding regarding body cameras and contract language changes in discussion with the Chief.

All other terms and conditions carry forward.

FOR THE UNION:

[Handwritten signature]
ROOM 6/23/20

Date: 6-23-20

Lise Rockwell

[Handwritten signature]

FOR THE CITY:

[Handwritten signature]

City Manager

Date: JUN 23 2020