

2005 - 2008

COLLECTIVE BARGAINING AGREEMENT

CITY OF TROY, MICHIGAN

and

TROY COMMAND OFFICERS ASSOCIATION

(Res. #2006-01-110)

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1. AGREEMENT

THIS AGREEMENT is hereby entered into this 27th day of February, 2006, by and between the City of Troy, a Michigan Municipal Corporation (hereinafter referred to as the City or the Employer), and the Troy Command Officers Association existing under the laws of the State of Michigan (hereinafter referred to as the Association).

2. PURPOSE AND INTENT

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

3. RECOGNITION

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

4. NON-DISCRIMINATION

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, religious, or political affiliations.

5. AGENCY SHOP

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

6. ASSOCIATION DUES

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

Check-Off Forms: During the life of this Agreement, in accordance with terms of the form of Authorization for Check-Off Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution and

By-Laws of the Association from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction.

AUTHORIZATION FOR PAYROLL DEDUCTION

By:

(Please Print) Last Name First Name Middle Name

Classification: _____ SSN: _____

To: _____
Employer

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

Signature of Employee Date

- B. Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision. Any dispute arising as to an employee's compliance with this section shall be reviewed by the designated representative of the Association and, if not resolved, may be decided at Step 2 of the grievance procedure.

- C. A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Association membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Association Treasurer by the Employer, forthwith.

- D. Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time said form is tendered to the Employer and shall be deducted from each pay period thereafter.
- E. The Association will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which Association membership dues are to be deducted.
- F. In cases where a deduction is made that duplicates a payment that an Employee has already made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.
- G. Deductions for any calendar month shall be remitted to the designated financial officer of the Association by the 5th day of the month following the month in which the deductions are made. The Employer shall furnish the designated financial officer of the Association with a list of employees for whom the Association has submitted signed Authorization for Check-Off of Dues Forms and for whom deductions have been made. Subsequent lists will be furnished by the Employer when changes are made in the list of employees.
- H. Any dispute between the Association and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form shall be reviewed with the employee by a representative of the Association and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure whose decision shall be final and binding on the employee, the Association, and the Employer. Until this matter is resolved, any dues deductions shall be held in an escrow account.
- I. The Employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Association will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liabilities by reason of action taken for the purposes of complying with Section 6 of this Agreement.

7. MAINTENANCE OF CONDITIONS

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

8. MANAGEMENT RIGHTS

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

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

9. NO STRIKE

- A. Under no circumstances will the Association cause, authorize, or permit its members to cause, nor allow any member of the bargaining unit to take part in the strike, sit-down, stand-in, slow down, or curtailment of work, restriction of production or interference with the operation of the Employer during the term of this Agreement or during any period of time when

negotiations are in progress for the continuance or renewal of this Agreement. In the event of a work stoppage, curtailment, or interference thereof, it is recognized that the Employer shall not be required to negotiate on the merits of the dispute until all such stoppages or curtailments have ceased.

- B. In the event of a work stoppage or other curtailment, the Association shall immediately instruct the involved employee in writing, with a copy to the Employer, that their conduct is in violation of the contract, and that they may be disciplined and further shall instruct all persons to immediately cease the offending conduct.
- C. The Employer shall have the right to discipline any employee who instigates, participates in, and/or gives leadership to any activity herein prohibited.
- D. The Association will not officially support strikes of any other labor organization by picketing or demonstrating publicly on or adjacent to City property.

10. ASSOCIATION BUSINESS

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

shall be approved provided that no additional personnel expense is incurred by the City.

- F. The Employer agrees to furnish a bulletin board for the posting of notices of Association meetings and social activities. Other material may be posted if approved by the Chief of Police.

11. SPECIAL CONFERENCES

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

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

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

6. Each party shall pay the expenses incurred by its permanent committee members except wages and benefits of Association members, which the City shall pay.

12. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the Employer and the Association as to the meaning or application of the specific provisions of this Agreement. Such grievance shall state which section(s) of the contract is alleged to have been violated, and how it affects the member(s) of the Association who feel aggrieved.
- B. It is encouraged that any dispute be resolved as soon as possible in an informal manner. The officer shall first discuss the matter with his immediate supervisor. If not resolved, then the officer shall discuss the issue with his Division Captain. If an officer's immediate supervisor is not available, the matter should be discussed with the next ranking command officer within that division and, if he is not available, then with the next ranking command officer outside the officer's division. If so desired by the employee, his steward may participate in these discussions. If the matter is not resolved, it shall be reduced to writing by the employee and submitted as a grievance.
- C. A written grievance shall be signed by the grievant, submitted to the Chief of Police through the chain of command, with copies directed to the Human Resources Director and the President of the Association. The grievance shall contain a specific statement of facts as to its cause, the section of the contract which the officer believes was violated, and the remedy sought by the grievant. Any grievance not submitted within fourteen (14) working days of its occurrence shall be automatically closed.
- D. Procedure:

Step 1. Within fourteen (14) calendar days of receiving the grievance, the Police Chief shall hold a meeting between the employee, his steward, and the Police Chief or his designated representative. The Police Chief or his representative shall give his written decision within seven (7) calendar days after the meeting.

Step 2. Grievances not settled at Step 1 may be filed with the Human Resources Director (or any other designated representative directed by the City Manager) within fourteen (14) calendar days of receipt of the Step 1 answer. Within fourteen (14) calendar days, the Human Resources Director shall hold a meeting between the President of the Association, the Steward or Association Officer of the employee's shift, the grievant, and the Police Chief or his designated representative. The Human Resources Director shall give his written decision concerning the grievance within thirty (30) calendar days after the meeting. The Union may grant up to two, thirty (30) calendar day extensions to answer the grievance if requested by the Human Resources Director. If the written decision is not given within thirty (30) calendar days after the meeting, or within the time limits of the extensions if requested and granted, the grievance will be awarded in favor of the grievant.

Step 3. Grievances not settled at Step 2 may be filed within twenty (20) calendar days to arbitration or to the Act 78 Civil Service Commission, but not both, with a copy forwarded to the Human Resources Director.

13. GRIEVANCE: GENERAL CONDITIONS

- A. The Employer or the Association may have legal counsel present during the Step 2 and Step 3 meetings of this procedure.
- B. Grievances involving suspension or discharge may be entered directly at Step 2 of the grievance procedure.
- C. Any grievance meeting not scheduled as required or any grievance not answered within the prescribed time limit at each step may be appealed to the next step by the Association.
- D. Any grievance not appealed from one of the steps of the grievance procedure within the prescribed time limits shall be considered automatically closed.
- E. Any agreement reached between the Association and the Employer is binding on all employees affected, and cannot be changed by or for any individual.
- F. An on-duty grievant in a grievance may attend the grievance meeting without loss of pay or benefits.

- G. No economic costs shall have retroactivity extending back more than 90 days from receipt of the grievance by the Chief of the department.

14. ARBITRATION

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

back more than 90 days from the date the grievance was received by the Chief of the department.

- H. The decision of the arbitrator shall be final and binding on the Association, its members, the employee or employees involved, and the Employer, provided that such decision is within the arbitrator's authority.
- I. In cases where either of the parties believe the arbitrator's decision exceeded his authority and jurisdiction, the arbitrator's decision may be challenged in Oakland County Circuit Court and be subject to further appellate action.
- J. The challenge of an arbitrator's decision may be instituted by the City or the Association, but not by an employee(s) acting on his own behalf.

15. DISCIPLINE

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

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

2. A written reprimand shall be removed from the officer's official personnel file at the written request of the officer if the officer has received no other discipline as defined in this section within a period of thirty (30) months from the date of the reprimand. If an officer has received discipline within the thirty (30) month period, he may request the review and removal of the disciplinary record by the Chief of Police. The officer's request must be in writing and must indicate the reasons for the request. In considering the matter, the Chief shall also receive the recommendation of the command officer(s) involved and division Captain. If, upon review, a disciplinary record is not removed, a future date shall be established to again review the matter.
 3. The decision not to remove an oral or written disciplinary record shall not be a grievable matter.
 4. Records of all other discipline including and more severe than a suspension shall be retained permanently in the officer's official personnel file.
- I. At the conclusion of any investigation conducted, the employee who is the subject of the complaint shall be notified in writing of the outcome of that investigation and a copy of the file supplied to the employee, if requested.

16. SENIORITY

- A. Seniority of members of the Association shall begin after the officer has completed his promotional probationary period and shall be retroactive to his initial date of promotion. This seniority shall be applied by rank for the purposes specified in this Agreement. An officer shall forfeit and/or terminate his seniority for the following reasons:
1. He quits or retires.
 2. He is discharged and not reinstated.
 3. He is absent for three consecutive work days without notifying the Employer (exceptions to this may be made by the Employer).
- B. A seniority list by rank shall be furnished to the Association annually by the office of the Chief of Police.

- C. Seniority for purposes of layoffs, recalls, and promotions shall be in accordance with Act 78.
- D. One (1) Lieutenant and two (2) Sergeants shall be assigned to the Criminal Investigations Section. Such assignments shall be made at the discretion of the Chief with consideration given to ability and experience.
- E. Reassignments shall be made at the discretion of the Chief; however, such reassignments shall be made for the good of the department and shall be for cause.

17. WORK SCHEDULE

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

- H. Shift selections shall be made consistent with the department schedule of shift changes.

18. OVERTIME

- A. Excluding Police Captains, an officer will be paid one and one-half (1½) times his regular hourly rate for all hours worked in excess of: (1) 40 hours per week and (2) his current regular shift duty time. At the option of the officer, payment for overtime may be declined in favor of banking compensatory time at the rate of one and one-half (1½) hours of compensatory time for every one hour of earned overtime. Each officer's bank of compensatory time shall not exceed eighty (80) hours between July 1 and June 30 of any year, with all accumulated compensatory time being paid to the officer on the first pay after June 30 at the officer's current straight time rate as of June 30. 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.

Effective July 1, 2001, each officer's bank of compensatory time shall not exceed thirty (30) hours, with all accumulated compensatory time being paid to the officer on the first pay after June 30, September 30, December 31, and March 31, at the officer's current straight time rate as of these dates.

- 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. Overtime shall be offered on a voluntary seniority basis by rank to the employees of the affected shift, bureau, or unit. In the event that sufficient volunteers are not obtained, the Chief shall select personnel from the appropriate working unit on the basis of least seniority. If the overtime still cannot be filled from the above procedure, then the overtime shall be offered by voluntary seniority totally throughout the bargaining unit, with the least senior officer being ordered to work if necessary.

- 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. If five or more police officers work an overtime assignment, then there shall be a command officer on overtime as a supervisor.
- K. Patrol command officers and the Criminal Investigations Section Commander shall work and shall be paid for 15 minutes immediately prior to shift and immediately subsequent to end of shift at the rate of time and one half.

19. COURT TIME

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

20. CALL-IN TIME

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

21. VEHICLE SAFETY

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

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

22. SICK LEAVE

- A. Officers shall accrue 8 hours of sick leave for each month of service with the City beginning with the first full calendar month of service.
- B. Sick leave will not be approved before it has been accrued.
- C. Unused sick leave may accrue to a maximum of 480 hours.
- D. Employees shall be notified of their accumulated sick leave during the month of January each year.
- E. An officer who is off of work for three consecutive days because of illness or injury shall be required to submit a physician's certificate prior to his being allowed to return to work indicating the nature of the illness or injury, the officer's capability of returning to work, and the degree to which he may perform his regular duties. In order to determine the employee's fitness to return to duty, the Employer shall have the right to send the employee for medical examination(s) before permitting his return to work.
- F. Sick leave is to be utilized only in the case of genuine illness or injury which prevents the officer from performing his duties. In addition, the officer may use sick leave when a member of his immediate family who permanently resides with the officer is ill or injured which creates a genuine necessity for the officer to be off work to care for that family member. Unauthorized or improper use of sick leave by any officer shall be cause for disciplinary action.

- G. On or before the 20th of December, employees with accumulated sick leave in excess of the 480 hours maximum as of the last pay period of October of that year shall receive a bonus of unused sick leave which is over the maximum at the rate of 100%, and the accumulated sick leave shall be reduced to the maximum of 480 hours.
- H. Upon the Normal Retirement, Early Retirement, Disability Retirement, or death of an employee, unused sick leave credits will be paid to the employee or his beneficiary to a maximum of 480 hours. Payments for unused sick leave credits at retirement shall be included in the computation of Final Average Compensation (FAC) for pension purposes for all members of this bargaining unit who were promoted into the bargaining unit before August 5, 1987. Payments for unused sick leave credits at retirement shall be excluded from the computation of Final Average Compensation (FAC) for pension purposes for all members of this bargaining unit who were promoted into this bargaining unit after August 5, 1987.

23. PERSONAL BUSINESS TIME

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

24. FUNERAL LEAVE

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

25. MILITARY LEAVE

Any officer who has completed his probation period and leaves the Employer's service for compulsory military duty shall be placed on military leave without pay. Such leave shall extend through a date of 90 days after his release from the military service. An employee returning from military leave shall be entitled to restoration to his former position, provided that: (1) he makes application within 90 days after

his release from duty, (2) his release shall be under conditions other than dishonorable, and (3) he is physically and mentally capable of performing the duties of the position involved. An employee who leaves for military duty may elect to be paid for accrued vacation time due him, or have such credits reinstated upon return to the department. An employee returning from Military Leave shall have unused sick leave credits restored to him.

26. LEAVE WITHOUT PAY

The City Manager may grant an employee leave without pay for a period not to exceed one year when it is in the interest of the City to do so. The employee's request for such leave shall be considered when he has shown by his record to be of more than average value to the City, and where it is desirable to retain the employee even at some sacrifice.

27. HOLIDAYS

- A. On January 1, each officer shall be allotted 110 hours of future holiday leave.
- B. Designated holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, Easter, and New Year's Eve Day. The designated holiday shall apply to one specific calendar day for each of the designated holidays.
- C. Any Patrol Division officer working on a designated holiday shall receive one and one-half times his regular hourly rate for all hours worked that day. All overtime hours worked on a designated holiday shall be paid at the rate of two times his regular hourly rate.
- D. Unused holiday leave as of December 31 of each year shall be paid to the officer in cash on a straight time basis.
- E. Non-Patrol Division officers may work a designated holiday, if it is his/her scheduled work day, upon providing seven days' written notice to the Division Captain. An officer working under this section will be paid straight time only.
- F. Non-Patrol Division officers directed or ordered to work on a designated holiday that falls on their regularly scheduled work day shall be paid one and one-half times the regular rate. All overtime hours worked on a designated holiday shall be paid at the rate of two times his regular hourly rate.

- G. Upon death or retirement, unused holiday leave accrued that year will be paid at the rate of 100% of the unused hours.

28. VACATION

- A. All officers shall qualify for vacation leaves on January 1 of each calendar year according to the following schedule:
 - 1. For all months worked in the previous calendar year prior to the third service date with the City, an officer shall accumulate vacation leave at the rate of 6 2/3 hours for each month worked.
 - 2. For all months worked in the previous calendar year beyond the third and prior to the eighth service date with the City, an officer shall accumulate vacation leave at the rate of 10 hours for each month worked.
 - 3. For all months worked in the previous calendar year beyond the eighth and prior to the thirteenth service date with the City, an officer shall accumulate vacation leave at the rate of 13 1/3 hours for each month worked.
 - 4. For all months worked in the previous calendar year beyond the thirteenth service date with the City, an officer shall accumulate vacation leave at the rate of 15 hours for each month worked.
 - 5. For all months worked in the previous calendar year beyond the eighteenth service date with the City, an officer shall accumulate vacation leave at the rate of 16 2/3 hours for each month worked.
- B. For purposes of this section, "months worked" shall mean any calendar month where an officer is on the payroll for a minimum of twenty (20) days, including time worked and any payable leave time, including but not limited to personal leave, holidays, sick leave, vacation, funeral leave, and unpaid military leave up to two weeks.
- C. For Sergeants and Lieutenants, the following provisions shall apply effective February 27, 2006:
 - 1. Officers may use up to 80 hours of accrued vacation leave time on a one-day-at-a-time basis. Vacation leave time taken on a one-day-at-a-time basis must be utilized in a regular full shift block (8 or 10 hours

depending on work assignment). A maximum of 80 hours of unused vacation leave time as of December 31st of each year shall be paid to the officer on a straight time basis.

2. Officers accruing 120 or more hours vacation leave time per year must use a minimum of 40 hours in a consecutive fashion (4 or 5 consecutive work days as applicable.)
 3. The carrying over of unused vacation leave to the next year is prohibited except under exigent circumstances as determined and approved by the Chief of Police. Decisions regarding the approval or denial of vacation leave carryover are not grievable and are subject to City of Troy policy regarding usage.
- D. For Police Captains only, unused vacation leave up to the accrued leave scheduled the past year will be paid off.
- E. Upon retirement, death, or resignation (in good standing), all unused vacation leave will be paid to the employee (or spouse) at the rate of 100%. Payments for unused vacation leave at retirement shall be included in the computation of Final Average Computation (FAC) for pension purposes for all persons promoted into this bargaining unit before August 5, 1987. Payments for unused vacation leave at retirement shall be excluded from computation of Final Average Compensation for pension purposes for members promoted into the bargaining unit after August 5, 1987.

29. DISABILITY INSURANCE

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

or accident. The insurance shall continue until the employee's death, retirement, return to work, or voluntary termination (or in the case of non-duty disability, up to 5 years, whichever is sooner).

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

30. DUTY-CONNECTED DISABILITY

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

3. Beginning 12 months after the day of disability, an eligible officer will be provided with Long-Term Disability insurance as explained in Section 29.
- B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action within Wayne, Oakland, and Macomb Counties in the State of Michigan, provided that such insurance coverage can be provided by the City's insurance carrier. The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.

31. LIFE INSURANCE

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

32. HOSPITALIZATION AND MEDICAL INSURANCE

- A. The Employer shall provide hospitalization and medical insurance for employee and family equal to or better than the following:
 1. Blue Cross/Blue Shield, Group #80898-003 . (Effective May 1, 2006, Group #80898-003 will include a \$5/\$10 prescription drug rider for generic/brand name drugs and MMC-PC.)
 2. As an option, TCOA members may opt for the Blue Cross/Blue Shield PPO, Group #80898-660 (as it existed on May 1, 2006), or an available HMO program offered by the City.
 3. Dental Insurance, including Class I and Class II benefits with a 10% employee co-payment of claims and a maximum benefit of \$1000 per person per year, beginning each January 1.
 4. Orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19.
- B. An employee who elects to be covered by the Blue Cross-Blue Shield traditional plan or PPO shall contribute \$20.00 per month.

- C. Employees who, after July 1, 2006, choose not to subscribe to medical insurance will receive \$250 per month. For officers who, prior to July 1, 2006, have opted not to subscribe to medical insurance, the amount of "cash-in-lieu" payment they are receiving will be frozen at the amount being paid as of July 1, 2006.
- D. Upon regular retirement, early retirement, or disability retirement, employees will be eligible for health insurance if they meet the age and service requirements. For employees who retire on or after May 1, 2006, the insurance described in Blue Cross Blue Shield, Group #80898-907, or PPO Group #65337-904, or an available HMO will be provided for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, at the rate of 4% per complete year of retirement service as a Police Officer to the City of Troy (maximum 100%). As an option, retirees may elect to enroll in Medicare Part B (medical insurance), at the retiree's expense, and must notify the employer that they enrolled. The employer shall then provide supplemental insurance benefits to equal the above level of insurance benefits. A retiree may pay, at his/her own expense, the difference between a two person and family rate.
- E. For those employees who retire on or after July 15, 2000, the Employer will provide dental/orthodontic coverage, consistent with that received by active employees, for retiree and spouse, at the rate of 4% per complete year of retirement service as a Police Officer to the City of Troy if said retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own expense, the difference between a two person and family rate. Effective February 27, 2006, employees who promote into the unit shall not be eligible for retiree dental/orthodontic coverage.
- F. For members receiving a non-duty disability retirement on or after May 7, 2001, hospitalization coverage provided in subsection D. above will be at the rate of \$400 per month or 4% per complete year of retirement service as a Police Officer to the City of Troy, whichever is greater.
- G. Employees retiring after February 27, 2006, who are eligible for retiree health insurance coverage, whether they participate in the Defined Benefit or Defined Contribution Pension Plan, will have available to them other health insurance plans with a \$5/\$10 drug rider, including PPO, HAP or Blue Care Network plans made available by the City. Selection of health insurance providers may be made at the time of retirement and at open enrollment.

33. PHYSICAL EXAMINATION

Members of the Association shall submit to a physical examination every other fiscal 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 and contribute an amount toward the cost of the examination not to exceed one-half (1/2) the cost. The examination shall be taken on the officer's off-duty hours between September 1st and December 31st. If the examination is not provided by the Employer's Clinic, the officer shall notify the Human Resources Director in writing of the name of the physician providing the examination. Results of the examination shall be submitted to the Employer, who shall furnish the employee a copy upon written request.

34. EDUCATION BONUS

A. An Education Bonus will be paid to members of the Association as follows:

1. All members who were hired prior to July 1, 1984, and who possessed an Associate's Degree (or 60 credit hours) in Law Enforcement prior to July 1, 1986, and who had been paid a bonus of \$850 (prior to July 1, 1986) shall continue to receive \$850 for that achievement.
2. All members who were hired prior to July 1, 1984, and who possessed an Associate's Degree (or 60 credit hours) in Law Enforcement prior to July 1, 1986, and who earn a Bachelor's Degree in Law Enforcement before July 1, 1990, shall continue to receive \$850 per year; however, at the first payment after achieving a Bachelor's Degree, shall receive a one-time payment of \$400 (in addition to the \$850) for that achievement (provided the member did not receive a one-time payment for this achievement as a member of the TPOA).
3. All members who were hired prior to July 1, 1984, and who possessed a Bachelor's Degree in a field not related to Law Enforcement and who had been paid a bonus (prior to July 1, 1986) shall continue to receive that same bonus each year for that achievement.
4. All members who were hired prior to July 1, 1984, and who possessed a Bachelor's Degree in Law Enforcement and who had been paid a bonus of \$1,250 (prior to July 1, 1986) shall continue to receive \$1,250 per year for that achievement.

5. All members who were hired after July 1, 1984 will be ineligible for any payments for educational bonus under this article.
- B. To be eligible to receive this Education Bonus, an officer must maintain an accumulative grade point average equivalent to a grade of "C" or better; on a 4.0 grading system, this means an accumulative grade point average of 2.0 or better. The bonus will be payable on the first pay day in October of each payment year, based upon the college level work completed prior to September 1st of that year. Prior to payment, it is the responsibility of the officer to submit evidence prepared by the educational institution to verify that the required grade point average has been attained and the educational level completed.

35. CLOTHING AND CLEANING ALLOWANCE

- A. Each fiscal year, every officer shall be allotted a basic clothing allowance of \$525. Said clothing allowance shall be placed in an account in the officer's name and shall be disbursed to the officer upon submittal of receipts for approved clothing and personal equipment purchases. Such receipts must be original receipts which will be returned to the officer after being duplicated.

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

- B. Any officer assigned to or from the Investigations Division for a period in excess of six consecutive months shall receive an additional \$150 in his clothing allowance. An officer assigned to the Investigations Division shall be allowed to charge purchases of civilian clothing up to \$150 as soon as he is assigned to the Investigations Division, provided that if the officer's assignment is insufficient in duration to qualify him for the additional \$150 allowance, his clothing allowance for the following year will be reduced by the amount of purchases of civilian clothing.
- C. Any Police Sergeant promoted to the rank of Police Lieutenant shall be provided the following uniform items, at no cost to the officer: Two trousers, two long-sleeved shirts, two short-sleeved shirts, and one winter coat.

- D. \$25 of unused funds from the basic clothing allowance may be carried forward each fiscal year.
- E. The amount and type of uniforms and equipment shall be as determined by the Police Chief. Changes in uniforms and/or personal equipment will be discussed with the officers of the Association, and all officers will be notified of any mandatory change at least 30 days in advance of the fiscal year.
- F. Each officer shall receive an annual cleaning allowance of up to \$ \$375 on or before May 20th of each year which shall be comprised of twelve (12) monthly payments prorated for each full month that the officer was actively working in the previous twelve-month period.

36. LONGEVITY

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

<u>Years of continuous City service as of November 30 of payment year</u>	<u>Percent of base pay earned from December 1 to November 30</u>		
	<u>Sgt.</u>	<u>Lt.</u>	<u>Capt.</u>
4 – 8 Years	\$ 857	\$ 890	\$1,050
9 – 13 Years	1,716	1,790	2,099
14 – 18 Years	2,574	2,685	3,149
19 or Over	3,431	3,580	4,197

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

37. RETIREMENT

- A. Defined Benefit Plan
 - 1. All officers (except as noted in Sec. 37.B.) shall participate in the Retirement System Pension Program, as explained in Chapter 10 of the Troy City Code. The Straight Life Pension and the Age and Service

Retirement shall continue as provided in sections 6.1(A) and 6.1(B) except that the benefit computation shall be 2.5% from age 50 to 62, and 2.25% from age 62. Effective for members retiring after July 1, 1993, the parties agree that if the eligibility age for the old age insurance benefits under the Social Security Act 42 USC § 401 is increased beyond the age of 62, the benefit computation shall continue at 2.50% and not be reduced to 2.25% until the retiree reaches the increased eligibility age for old age insurance benefits.

Effective July 1, 2006, the benefit computation paid 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.

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

2. Association members shall contribute 3.0% of their gross payroll towards funding of retirements under the Retirement System Pension Program. Effective July 1, 2006, the employee contribution shall be 4.0% of their gross payroll.
3. Effective for employees retiring after June 1, 1982, 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 be changed to provide a minimum 50% duty death benefit to a surviving spouse, based upon a member's final average compensation.

B. Defined Contribution Plan

Effective June 15, 2000, employees transferring into the bargaining unit who are participating in another City Defined Contribution plan at the time of such transfer shall participate in an IRS §401(a) Defined Contribution (DC) Pension Program as a member of this unit. The Defined Contribution plan is available as an option for employees who were members of the unit before

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

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

2. Vesting schedule for Employer Contributions: Employees hired after June 15, 2000, shall be 50% vested at three years, 75% vested at four years and 100% vested at five years.

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

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

38. WAGES

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

	<u>July 1, 2005</u>	<u>July 1, 2006</u>	<u>July 1, 2007</u>
Sergeant			
Beginning Step	\$66,900	\$68,907	\$70,974
After 6 Months	\$71,618	\$73,767	\$75,980
Lieutenant	\$78,170	\$80,515	\$82,930
Captain	\$90,389	\$93,101	\$95,894

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. For command officers who are employed on or after February 27, 2006:

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. The shift bonus shall be as follows:

Second Shift (Afternoons) - \$.60/hr.
Third Shift (Midnights) - \$.80/hr.

The shift premium shall be paid to officers who qualify for it in a lump sum every two months.

39. PROMOTIONS

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

- A. 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.
- B. Psychological evaluations related to the question of whether the employee is psychologically fit for promotion to the rank of Lieutenant or Captain shall be provided for all applicants for promotion to the rank of Lieutenant or Captain. The facility which shall conduct such psychological evaluations shall be selected by alternating between two (2) facilities which shall be agreed to by the City and the Association in a Letter of Understanding.

In the event that an applicant fails to be certified as being psychologically fit for promotion by the facility assigned to conduct such evaluations, the test results will be forwarded to a second facility from the list of two for review. If the second facility agrees with the conclusion of the first facility, the applicant shall not be certified for promotion. If the second facility disagrees with the conclusion of the first facility, the test results will be forwarded to a third facility, mutually selected by the City and the Association, for a final decision which is binding on both the City and the applicant.

Applicants who are not certified as being psychologically fit for promotion shall have their names removed from the list and be ineligible for any promotion for a period of six (6) months after the list is certified by the Act 78 Commission or after the results of the psychological testing have been received, whichever occurs later. Such applicants shall be eligible for reevaluation by the first facility after the six (6) month period, provided that the applicant enrolls in the City's Employee Assistance Program (EAP), at his own expense, and follows all of the recommendations of the EAP counselors during that six-month period.

In the event that a report which provides the psychological evaluation of an applicant includes a comment or comments which would lead one to reasonably conclude that an applicant may not be psychologically fit to continue in his current employment without danger to the health, safety, and welfare of the public, the City will immediately meet with the Union to

discuss the matter and, at the option of the City, the applicant may be relieved of duty with pay and ordered to undergo counseling until the matter is resolved.

40. EXIT INTERVIEWS

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

41. WAIVER OF NEGOTIATIONS

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

42. JUDICIAL REVIEW

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

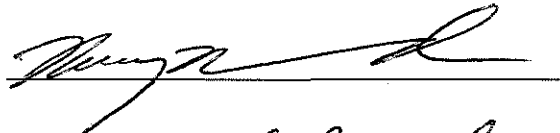
43. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2005 until June 30, 2008, and thereafter until amended or modified. Either party may, between January 1, 2008 and March 1, 2008, 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, 2008.

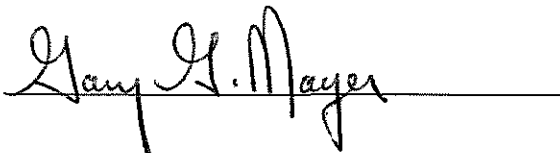
In Witness Whereof, the parties hereto have executed this Agreement upon this 1st day of August, 2006.

Resolution # 2006-02-110

FOR THE ASSOCIATION
Troy Command Officers Association

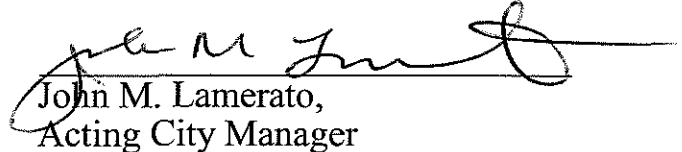


Michael P. Gyzlewski

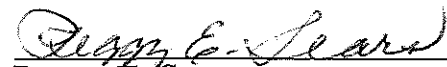


FOR THE EMPLOYER:
City of Troy, Oakland County,
Michigan


Louise Schilling, Mayor


John M. Lamerato,
Acting City Manager


Tonni L. Bartholomew, City Clerk


Peggy E. Sears,
Human Resources Director

NOTES

LETTER OF UNDERSTANDING

City of Troy and TCOA

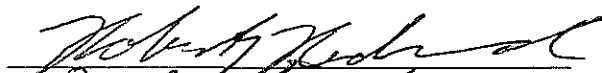
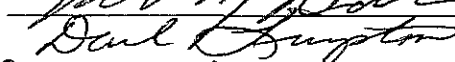
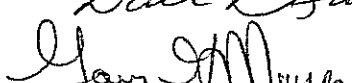
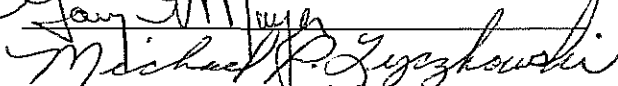
February 8, 2006

The City of Troy and the Troy Command Officers Association hereby agree to the following:

Effective ^{retroactive per} ~~July 1, 2006~~, 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.

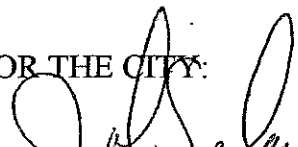
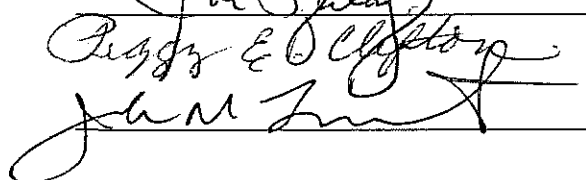
FOR THE UNION:

Date:

2/14/06

FOR THE CITY:

Date:

2/14/06

LETTER OF UNDERSTANDING

TCOA Negotiations
February 8, 2006

It is hereby agreed between the City of Troy and the Troy Command Officers Association that the parties to this agreement will utilize the following named psychological testing facilities to conduct psychological testing for promotion to the rank of Captain and Lieutenant as described in Article 39(B) of the collective bargaining agreement between the parties which is in effect between July 1, 2005 through June 30, 2008:

DATE of PARTICIPATION
PEC

1. Psybus, Inc.
29201 Telegraph Rd., Suite 600
Southfield, MI 48034
248-827-7676

2. Robert S. Burnstein
37500 Garfield, Suite 100
Clinton Township, MI 48083
586-226-2163

It is further agreed that the above named psychological testing facilities shall be used by the parties for testing which occurs between the date of this agreement and June 30, 2008. Effective July 1, 2008 the parties may mutually agree to a new list of testing facilities.

FOR THE UNION:

FOR THE CITY:

Robert A. ...
Dan ...
Gary ...
Michael ...

Peggy ...
John ...
John ...

Date: 2.14.06

Date: 2/14/06