



Date: October 11, 2005
To: John Szerlag, City Manager
From: Peggy E. Clifton, Human Resources Director
Re: **Agenda Item** – Contract Ratification - Troy Police Officers Association (TPOA) and City of Troy

RECOMMENDATION

City management supports and recommends approval of the tentative agreement for a three-year collective bargaining agreement between the City of Troy and the Troy Police Officers Association.

BACKGROUND

On September 22, 2005 the TPOA membership ratified a tentative agreement for a three-year collective bargaining agreement between the City of Troy and TPOA. This agreement replaces the contract that expired June 30, 2005.

This agreement is the 8th collective bargaining agreement to be achieved using the Interest-Based Bargaining method. This is the technique in which both sides discuss possible solutions to “issues” rather than holding to “positions” or “demands”. The tentative agreement provides a mutually satisfactory solution to the issues raised by both parties in negotiations, and serves to bring more consistency in benefits among employee groups, including implementation of cost-saving measures, consistent with our stated goals. We have succeeded in adopting some significant cost savings in pension and health insurance areas. And, while it includes relatively modest increases in some areas, these are in keeping with maintaining a competitive position with our comparable communities, as well as contributing toward our achieving our goal in other areas. A summary of the tentative agreement is attached for your review.

Attachment

PEC/bjm

TENTATIVE AGREEMENT SUMMARY
City of Troy and TPOA
2005-2008 Collective Bargaining Agreement

<u>ISSUE</u>	<u>SOLUTION</u>
Wages	3% per year, 3 year contract
Pension	<ol style="list-style-type: none">a. Defined Contribution Plan: For new hires, reduced employer contribution by 1% (from 11% to 10%), and increased employee contribution by 1% (from 5% to 6%).b. The Association agreed to consider participation in an early out pension option that City management may advance as a cost savings measure.
Hospitalization/Medical Insur.	<ol style="list-style-type: none">a. The cash-in-lieu amount currently paid to employees who opt out of health insurance will be frozen at the current level. Employees who decide to opt out after ratification date will receive \$250 (reduced from approximately \$390).b. \$5/\$10 drug rider replaces \$5 for all employees.c. Maximum orthodontic benefit increased to \$2000 from \$1200, consistent with other employee groups.d. Eliminated dual coverage for employees who are married to each other.
Retiree Medical Insur.	<ol style="list-style-type: none">a. For employees retiring after ratification date, \$5/\$10 drug rider replaces \$5 drug rider.b. Clarified eligibility for retiree health insurance and definition of "two person coverage"
Clothing & Cleaning Allowance	Amount of additional clothing allowance allotted for transfers in/out of non-uniform divisions increased from \$75 to \$150; in the event of a mandatory change in uniforms, the amount over \$75 not deducted from the officer's clothing allowance is "per item" instead of "per year".
Shift Bonus	Increased shift bonus to \$.60 per hour for afternoons and \$.80 per hour for midnights (from \$.25 and \$.35 respectively), effective on ratification date.
Tuition Reimbursement	Annual maximum reduced to \$2500 from \$4000.

Overtime

Overtime hours worked on a designated holiday to be paid at the rate of two times the hourly rate (increased from 1.5 times the hourly rate, and consistent with the provision in the command officers' contract).

Language Revisions

1. Discipline: If it is decided that an oral or written reprimand will not be removed from a personnel file, the future date established to review the matter will be in 6 months.
2. Promotions: The employer and the Association will jointly institute a professional development program to assist officers interested in promoting.
3. Vacation: Redefined criteria for use of vacation on a one-day-at-a-time basis, established a mandatory minimum annual usage, prohibited carryover to the next year except under exigent circumstances.
4. Overtime: Established a quarterly maximum accumulation of comp time, eliminating any rollover effect; "extra shift" defined as "full ten hour shift" consistent with earlier arbitration ruling.
5. Physical and Psychological Exams: Clarified that the facility for conducting biennial exams will be selected by the fitness committee (consistent with arbitrator's award), rather than stipulating to specific facility in the contract.
6. Association Business: Permits Association President (or designee) to attend TPOA related arbitration hearings; such time does not count toward the 100 hour cap which applies to attending conferences or other matters.
7. Grievance Procedure: Meetings at the Step 1 or Step 2 level will be held within one hour of the start or end of the officer's shift whenever possible.
8. Arbitration: Grievances not settled at step 3 may be filed with the American Arbitration Assoc. (instead of with the Federal Mediation & Conciliation Service).
9. Court Time: Added language addressing how overtime applies if two court appearances are scheduled for the same day.
10. Sick Leave: Requires officers to call in not less than one hour before the start of the shift and daily thereafter, and to state the reason for the use of sick leave.
11. Funeral Leave: Added that funeral leave may be used for bereavement; added 'stepchild' to definition of family.
12. Vehicle Safety: Maximum mileage that patrol vehicles may be driven increased to 90,000 from 70,000.