



CITY COUNCIL AGENDA ITEM

Date: April 19, 2016

To: Brian Kischnick, City Manager

From: Jeanette Menig, Human Resources Director

Subject: Contract Ratification – Troy Communication Supervisors Association (TCSA) 2016-2021
(Introduced by Jeanette Menig, Human Resources Director)

History

The Troy Communication Supervisors Association (TCSA) represents the eight Communication Supervisors in the Police Department. The City of Troy and TCSA recently reached a tentative agreement for a five-year successor collective bargaining agreement to replace the contract that will expire June 30, 2016.

Financial

As seen in the attached Tentative Agreement Summary, this agreement provides annual wage increases each year, with lump sum payments in some years, and a modest enhancement to hourly shift premium. A Tuition Reimbursement Program has also been implemented for this unit.

Recommendation

City management recommends approval of the tentative agreement between the City of Troy and TCSA for a five-year collective bargaining agreement for the period July 1, 2016 to June 30, 2021.

A summary of the tentative agreement and the resulting contract language changes are attached.

TENTATIVE AGREEMENT SUMMARY
City of Troy and TCSA
2016-2021 Collective Bargaining Agreement
(with side-by-side comparison where applicable)

ISSUE	CURRENT	TENTATIVE AGREEMENT
Contact Duration		Five years
Wages		July 1, 2016 1.5% plus \$350 lump sum July 1, 2017 1.5% plus \$350 lump sum July 1, 2018 2.0% July 1, 2017 2.0% July 1, 2018 2.0%
Health Insurance	Eye exams and lenses every 24 months	Eye exams and lenses every 12 months
Compensatory Time	Unused accumulated compensatory time paid to the employee quarterly.	Unused accumulated compensatory time paid to the employee annually.
Non-Duty Disability	Accrual of paid leave ends after 120 days on disability.	Paid leave accrual continues as usual for one year. In the second and third year only sick leave accrues. After three years of non-duty disability leave time no longer accrues and health insurance ceases.
Retirement	The percent contribution for current employees promoted into the unit is determined by the date promoted.	The percent contribution for current employees promoted into the unit is determined by original hire date.
Shift Bonus	Afternoons \$.35/hr Midnights \$.45/hr	Afternoons \$.45/hr Midnights \$.55/hr
Retiree Medical Insurance		Require eligible retirees (and their spouses) to enroll in Medicare A and B.
Tuition Reimbursement		Add a tuition reimbursement program

TENTATIVE AGREEMENT

City of Troy and Troy Command Supervisors Association (TCSA) 2016-2021 Collective Bargaining Agreement

CONTRACT TERM

Five (5) years

17. OVERTIME

- B. A Communications Supervisor will be paid for such overtime at the rate of one and one-half (1 ½) times his regular hourly rate. At the employee's option, payment for overtime may be declined in favor of banking compensatory time at the rate of one and one-half (1 ½) hours compensatory time for every one hour of earned overtime. Each employee's bank of compensatory time shall not exceed ~~thirty (30) hours per quarter~~ **120 hours at any time**. All unused accumulated compensatory time shall be paid to the employee not later than the second pay after ~~June 30, September 30, December 31 and March 31, at the employee's current straight time rate as of those dates.~~ The **granting use** of compensatory time off shall not be granted if the absence creates additional personnel costs to the employer, and is subject to regulation as detailed in Police Department rules, policies and procedures.

27. DISABILITY INSURANCE

- ~~C. Employees who are absent from work 120 consecutive days or longer will cease to accrue paid leave time. However, in the case of absence for duty-related injury, accrual of paid leave time will cease after a period of absence of one (1) year.~~

28. NON-DUTY DISABILITY *(add section and re-number subsequent sections)*

- A. Employees who are absent from work for reasons of non-duty disability shall continue to accrue benefits pursuant to rules governing leave accrual during the first full year of their disability.**
- B. During the second and third years of the non-duty disability, sick leave only shall accrue; however, hospitalization insurance shall be continued even if the employee utilizes all accrued leave time during that period.**
- C. After three years of non-duty disability, employees shall neither accrue additional leave time nor shall said employee receive hospitalization insurance paid for by the Employer.**

30. 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 Community Blue PPO Plan 1 Modified, including the following:
 - a. \$10/\$40 prescription drug rider with mandatory generic, prior authorization, step therapy, and 2X MOPD.
 - b. \$30 office visit co-pay
 - c. \$50 emergency room co-pay
 - d. \$30 chiropractic office visit co-pay
 - e. \$250/\$500 basic deductible
 2. Vision care every ~~24 months~~ **12 months**
- E. There shall be a contract reopener at either party's request on the sole issue of health care for July 1, 2018, July 1 2019, and/or July 1, 2020.**

33. RETIREMENT

- B. Defined Contribution Plan
Effective June 15, 2000, new hires and 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.
1. Contribution rates:
 - Employee – 4%
 - Employer – 12% (employees hired before 1/1/04)
 - 11% (employees hired ~~on or after~~ 1/1/04 – **6/30/05**)
 - 10% (employees hired ~~on or after~~ 7/1/05 – **6/30/13**)
 - 8% (employees ~~who enter bargaining unit~~ **hired** on or after 7/1/2013)
- C. Retiree Medical Insurance
1. For employees hired before January 2, 2006:

Upon regular retirement, early retirement or disability retirement, employees will be eligible for health insurance, equivalent to that received by members of the bargaining unit at the time of the employee's retirement if they meet the age and service requirements whether they participate in the Defined Benefit or Defined Contribution Pension Plan. Such insurance will be provided for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, at the rate of 4% per complete year of retirement service with the City of Troy, provided that the retiree or spouse is drawing pension benefits pursuant to the City of Troy Retirement Ordinance.

Effective 7/1/2013, the City pays 3% for the monthly cost of health care for each future year of credited service to a maximum of 90%. Current employees who as of 7/1/2013 would be eligible for 90% or more of City paid health insurance shall not have that amount reduced as a result of this paragraph.

Retirees (and covered spouses) with retiree medical insurance shall each enroll in Medicare Part A and B when eligible, at the retiree's expense, and must notify the employer that they enrolled. Upon enrollment in Medicare A and B the employer's insurance shall become supplemental to Medicare.

34. WAGES

- A. Annual salaries for Communications Supervisors and Communications Managers are outlined in the following schedule:

Communications Supervisors:

	Effective date of ratification of the Agreement – June 30, 2014	July 1, 2014- June 30, 2015	July 1, 2015- June 30, 2016
Hire	\$52,520	\$53,045	\$53,575
End of Probation (1 Year)	\$55,045	\$55,595	\$56,151
2 Years	\$57,570	\$58,146	\$58,727
4 Years +	\$60,095	\$60,696	\$61,303

Communications Manager:

	Effective date of ratification of the Agreement – June 30, 2014	July 1, 2014- June 30, 2015	July 1, 2015- June 30, 2016
Start	\$64,640	\$65,286	\$65,939
After Probation (1 Year)	\$66,660	\$67,327	\$68,000
2 Years	\$68,680	\$69,367	\$70,060

Communications Supervisors:

	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
	1.5% \$350 lump sum	1.5% \$350 lump sum	2.0%	2.0%	2.0%
Start	\$54,379	\$55,195	\$56,299	\$57,425	\$58,574
1 Year*	\$56,993	\$57,848	\$59,005	\$60,185	\$61,389
2 Years	\$59,608	\$60,502	\$61,712	\$62,946	\$64,205
4 Years	\$62,223	\$63,156	\$64,419	\$65,707	\$67,021

Communications Manager:

	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
	1.5% \$350 lump sum	1.5% \$350 lump sum	2.0%	2.0%	2.0%
Start	\$66,928	\$67,932	\$69,291	\$70,677	\$72,091
1 Year*	\$69,020	\$70,055	\$71,456	\$72,885	\$74,343
2 Years	\$71,111	\$72,178	\$73,622	\$75,094	\$76,596

*Subject to correction for mathematical error * End of Probation

~~Effective upon the date of ratification of the Agreement, each current employee in the bargaining unit shall receive a signing bonus of nine hundred and fifty dollars (\$950.00) less appropriate tax deductions. Effective July 1, 2014, each current employee in the bargaining unit shall receive a lump sum bonus of two hundred and fifty dollars (\$250.00) less appropriate tax deductions.~~

- B. If an employee 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 the denial, the proposed step increase shall again be reviewed. The involved employee shall be advised of this review and shall have the opportunity to discuss it with the reviewing employee(s), the Captain, and the Chief. The probationary period for employees will be one (1) year.

- C. Employees regularly scheduled by the City to work on the second or third shift (commonly referred to as the Afternoon and Midnight shifts, respectively) shall receive a shift bonus. The shift bonus shall be as follows:
 Second Shift (Afternoons) - ~~\$.35~~ **\$.45** Third Shift (Midnights) - ~~\$.45~~ **\$.55**. ~~If employees supervised by members of this association are paid a shift bonus higher than those listed above, those members will receive shift bonuses equal to those paid to their subordinates.~~
- D. For the ~~2013-2016~~ **2016 – 2021** contract, employees whose salaries exceed the annual salaries set forth in Section A above shall receive the **same** across the board wage increases ~~of 1.0%~~ and the same lump sum bonuses on the same schedule as in Section A.
- E. **There shall be a contract reopener at either party's request on the sole issue of wages for July 1, 2020.**

Add new Article (and re-number subsequent sections)

TUITION REIMBURSEMENT

- A. **Employees must have successfully completed their initial probationary period to be eligible to apply for tuition reimbursement.**
- B. **Courses must be:**
 - 1. **Completed from an accredited institution, and**
 - 2. **Courses leading to an Associate Degree, Bachelor Degree, Master Degree or Certification Program that is organizationally-related.**
- C. **Reimbursement will be granted only for pre-approved courses completed with a grade of "C" (2.0) or better.**
- D. **Reimbursement is for the cost of tuition only and does not include other expenses or fees such as registration fees, books, mileage, parking fees, laboratory fees, etc.**
- E. **Maximum reimbursement per employee, per fiscal year is \$2,500.**
- F. **Employees who receive any monetary assistance from other sources, such as scholarships, grants-in-aid, G.I. Bill, etc., shall be eligible only for reimbursement of the difference between the outside financial assistance and the actual tuition costs.**
- G. **Prior to receipt of reimbursement, the employee will be required to sign a letter agreeing to repay the reimbursement if the employee terminates employment (including retirement) or is terminated by the City within (1) year of receiving the reimbursement.**

FOR THE UNION:

FOR THE CITY:

Date: _____

Date: _____