

MEMORANDUM OF AGREEMENT

by and between

THE CITY OF TROY
and
THE TROY POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, INC.

The January 1, 2005 to December 31, 2010 Collective Bargaining Agreement by and between the parties shall be modified as set forth below. All other provisions shall remain unchanged.

1. *Wages*

Effective January 1, 2011 2%

Effective January 1, 2012 0%

Not later than forty-five (45) days after the approval of this Agreement by the Troy City Council, each member employed at any time during the term of this Agreement, and not retired before January 1, 2012, shall receive a one-time lump sum payment of Three Hundred and 00/100 (\$300.00) Dollars, less applicable payroll deductions.

Payment of all retroactive monies, including those due to members who have retired, shall be made within forty-five (45) days of approval of this Memorandum of Agreement by the Troy City Council. The City shall present this Memorandum of Agreement to the Troy City Council for approval not later than 30 days after it receives notice from the PBA that it has ratified this Memorandum of Agreement.

2. *Vacation Leave.* (effective January 1, 2013)

Article XVII(A) Vacation Leave shall be amended to consolidate two of the three existing schedules. This section shall now read:

A. Vacation leave shall be earned in accordance with the following schedule:

<u>TIME EMPLOYED WITH CITY OF TROY</u>	<u>VACATION LEAVE EARNED</u>
1 to 12 months	1 work day per month**
13 to 60 months	10 work days per year
61 to 120 months	20 work days per year
121 to 180 months	25 work days per year
181 to 240 months	30 work days per year
241 to 300 months	35 work days per year
301 or more months	40 work days per year

(**Not to exceed ten (10) work days in first calendar year.)

Employees hired after April 1, 1998 and Officers Hughes, Montanino and Epstein shall earn vacation as follows:

<u>TIME EMPLOYED WITH CITY OF TROY</u>	<u>VACATION LEAVE EARNED</u>
1 to 12 months	1 work day per month (maximum of 10 work days)
13 to 60 months	10 work days per year
61 to 120 months	20 work days per year
121 to 240 months	25 work days per year
Over 240 months	30 work days per year

except that Officers Hughes, Montanino and Epstein shall earn 30 work days per year upon their 181st month and thereafter.

No seasonal, temporary or part-time employee is eligible for Vacation Leave.

Any member who receives an increase in the amount of Vacation Leave by virtue of the amendment of this Article XVII(A), which results in the member exceeding the current 320 hour limit on accrued vacation, shall be excused from the limit (up to 360 hours) for calendar year 2014 only.

After December 31, 2014, no member shall be permitted to carry over/accrue more than 320 hours.

3. *Health Insurance.* Article XVIII(H) Health Insurance shall be amended so that for employees retiring with 20 years or more of service with the City of Troy in any capacity shall

be entitled to have the City pay fifty percent (50%) of the cost of dental insurance for the retired member and their eligible dependents. That section shall now read:

H. The City shall provide and maintain the Blue Shield family dental plan, or its equal, currently used for members of the Association and their dependents and to which the City shall contribute one hundred percent (100%) of the annual premiums for coverage of members and their dependents. There shall be a \$2,000 annual cap per person on all dental work. The cap is not per family; rather, each individual enrolled employee and each family member participating in the plan has a separate \$2,000 Cap.

All current and future retirees shall be eligible to enroll in the Dental Insurance Plan which the City provides to active members. Employees retiring on or after January 1, 2014 with twenty (20) years or more of service with the City of Troy in any capacity, shall have fifty percent (50%) of the cost of this dental insurance for the retired member and his/her eligible dependents paid by the City. All other retirees shall be responsible for one hundred percent (100%) of the premium cost. No retirees or their eligible dependents shall pay any administrative cost.

4. *Call Back.*

Article X shall be amended to add a section prohibiting those holding the rank of Officer from being called back to perform the duties of the rank of Sergeant and to permit Sergeants to be called back to work in the rank of Officer at the Officer overtime rate of pay. Article X shall now have a Section "E" which shall read as follows:

E. Notwithstanding any other provision(s) of this Agreement or any other memoranda of agreement, memoranda of understanding, settlement agreement or practices, all Officer call back shall be "rank-for-rank". No member holding the rank of Officer shall be called back to perform the duties of the rank of Sergeant except in the case of strikes, riots, conflagrations, unforeseeable occasion when large crowds shall assemble and other unforeseeable emergency situations. Whenever a Sergeant is called back, he/she shall be paid at the overtime rate for a Sergeant, except when all voluntary Officer rank call back is exhausted, a Sergeant may be canvassed for Officer call back (but not mandated), and if he/she elects to accept the Officer call back, he/she shall be paid at the Officer overtime rate. Under no circumstances shall a Sergeant be mandated to work at an Officer's overtime rate of pay.

5. *Term of Agreement*

The term of this Agreement shall be from January 1, 2011 through December 31, 2012.

This Agreement is subject to ratification by the PBA and approval by the City of Troy City Council.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

DATED: January 15, 2014

CITY OF TROY

By: Louis A. Rosamilia
LOUIS A. ROSAMILIA, Mayor

DATED: January 15, 2014

**THE TROY POLICE BENEVOLENT
AND PROTECTIVE ASSOCIATION, INC.**

By: Robert D. Fitzgerald
ROBERT D. FITZGERALD, Pres.

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1. *Wages*

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Effective January 1, 2012 0%

At the payroll period immediately following the approval of this Agreement by the Troy City Council, each member employed as of January 1, 2012, shall receive a one-time lump sum payment of Three Hundred and 00/100 (\$300.00) Dollars, less applicable payroll deductions.

Payment of all retroactive monies, including those due to members who have retired, shall be made within thirty (30) days of approval of this Memorandum of Agreement by the Troy City Council. The City shall present this Memorandum of Agreement to the Troy City Council for approval not later than 30 days after it receives notice from the PBA that it has ratified this Memorandum of Agreement.

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After December 31, 2014, no member shall be permitted to carry over/accrete more than 320 hours unless the member was or became ill or incapacitated and postpones his vacation due to such illness or incapacity pursuant to Section I(5) below.

3. *Health Insurance.* Article VIII(H) Health Insurance shall be amended so that for employees retiring with 20 years or more of total police service, or 20 years or more of service with the City of Troy in any capacity shall be entitled to have the City pay fifty percent (50%) of

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DATED: December __, 2013

CITY OF TROY

By: _____
LOUIS A. ROSAMILIA, Mayor

DATED: December __, 2013

**THE TROY POLICE BENEVOLENT
AND PROTECTIVE ASSOCIATION, INC.**

By: _____
ROBERT D. FITZGERALD, Pres.