

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, as modified by the 2011-2012 Memorandum of Agreement, shall be modified as set forth below. All other provisions shall remain unchanged.

1. *Term of Agreement.*

The term of this Agreement shall be from January 1, 2013 through December 31, 2017.

2. *Wages*

a) For Police Officer Steps 1-5:

Effective December 31, 2017, a wage increase of 2.01%

b) For Police Officer Step 6:

Effective December 31, 2017, wages at an annual rate of \$67,288;

c) For Police Sergeants:

Effective December 31, 2017, wages at an annual rate of \$77,288;

d) For members who retired from service only (as defined in the new Article XVIII[K] [paragraph 4 hereof]) on or after January 1, 2013 and on or before December 31, 2017, a payment in the amount of One Thousand Dollars (\$1,000) per year for each full year of service between such dates (and a proportionate amount per diem for any partial year of service) until the Member's date of retirement on file with the Office of the New York State Comptroller.

e) Payment of monies specified in paragraph 1(d) shall be made on December 31, 2017, or soon thereafter as possible, but not later than January 31, 2018. 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.

3. *Bi-Weekly Payroll.*

The PBA agrees that the City has the right to convert the pay day to once every two (2) weeks, commencing on the first payroll of 2018 (i.e., January 12, 2018).

4. *Health Insurance.*

The PBA agrees to an increase in co-payments for health care services as follows:

- a) office visit increase from \$20 to \$25;
- b) emergency room increase from \$35 to \$100;
- c) outpatient surgery increase from \$20 to \$100;
- d) prescription co-pays increase from \$5/\$15/\$35 to \$10/\$25/\$45 (mail order will remain unchanged at two [2] co-pays for a 90-day supply);

5. *Retiree Health Insurance.*

Article XVIII shall be amended to add new subdivision "K" which shall read:

For the purposes of eligibility for retiree health insurance provided under the terms of this CBA, a member shall be considered retired:

(1) when he/she retires (defined as the effective date he/she begins receiving pension benefits from the New York State Police and Fire Retirement System or other New York State Retirement System from which he/she is eligible to receive pension benefits) from service with the City of Troy Police Department; or

(2) when he/she separates from service with the City of Troy Police Department with sufficient service credits or at a sufficient age at the time of separation to be eligible to begin receiving pension benefits from the New York State Police and Fire Retirement System (or other New York State Retirement System from which he/she is eligible to receive pension benefits) but does not begin to receive pension benefits at that time. Only those who have twelve (12) or more years of service with the City of Troy Police Department are eligible under this subdivision K(2).

For purposes of illustrating this subsection (K)(2), the parties provide the following by way of example only,

(i) A member who is in the Retirement Plan and Tier that permits that member to begin receiving pension benefits from a Retirement System from which he/she is eligible to receive pension benefits after aggregating twenty (20) years of service credits (regardless of age)(e.g. NYRSS § 384-d and § 384-e) may choose to separate from employment with the City of Troy after aggregating twenty (20) years of service credits in the pension system but may choose not to activate his/her pension at that time. That member will be eligible to receive Retiree Health Insurance from the City of Troy upon separation if, upon separation from employment with the City of Troy Police Department, he/she has twelve (12) or more years of service with the City of Troy Police Department.

(ii) If such a member is in a Retirement Plan and Tier that requires twenty-two (22) years of service credits (regardless of age) in order to be eligible to receive pension benefits from a New York State Retirement System, that member will not be eligible for Retiree Health Insurance unless he/she has aggregated twenty-two (22) years of service, twelve (12) of which are with the City of Troy Police Department.

(iii) A member who does not have the requisite number of years of service credit for a full pension based upon years of service credit under the applicable retirement plan but is eligible to retire because he/she is vested in the applicable retirement system and is age 55 (or other applicable eligibility age) is also eligible for Retiree Health Insurance benefits from the City of Troy upon his separation provided he/she has twelve (12) years of service with the City of Troy Police Department.

The above subdivisions (i), (ii) and (iii) present examples only. Members may be eligible in other situations under this subdivision (K)(2). The controlling language governing such eligibility is set forth in this subdivision (K)(2) before these examples.

(3) if and when he/she is injured in the performance of duty for the City of Troy Police Department regardless of the number of years of service that the member has with the City of Troy Police Department and is granted a disability retirement by the New York State Police and Fire Retirement System/Comptroller.

(4) if and when he/she is granted ordinary disability retirement by the New York State Police and Fire Retirement System/Comptroller.

(5) These terms of eligibility shall have no effect upon any person currently (as of October 12, 2017) receiving retiree health insurance from the City, and no person currently (as of October 12, 2017) receiving retiree health insurance from the City shall have any benefits thereunder reduced by virtue of this Agreement.

6. *Detective On-Call.*

Two (2) members assigned to the Detective Bureau shall be "On-Call" each weekend from 11:00 p.m. Friday until 8:00 a.m. Monday. The intent of this provision is to insure that detectives will be available during off duty hours to provide a timely response when investigative services are deemed necessary. Each member who is On-Call shall be provided with a City-owned vehicle, cell phone, portable radio, and shall be paid \$400.00 for each On-Call period that he/she is assigned to be On-Call. In addition, when an On-Call Detective is called into work, he/she shall be paid at the overtime rate and governed by minimum call back pay as set forth in the Agreement. A Detective who does not complete his/her On-Call assignment in its entirety will share in the compensation with the Detective that replaces him/her on a pro rata basis. The initial annual On-Call schedule shall be based upon the number of Detectives allocated to the Detective Bureau as established in the annual Table of Organization, and shall be bid annually with seniority (defined as time as a member of the Troy Police Department) governing the selection of the initial On-Call weekend. The City and PBA mutually agree that this bidding process is confined solely to this issue and shall not be used for any other process utilizing a bid.

On-Call Detectives may utilize sick leave, military leave, 207-c, and bid vacations as approved forms of relief from duty when scheduled or available to work On-Call. When a Detective who is scheduled to be On-Call is on "approved" leave, Detectives shall be offered the On-Call status on a "voluntary wheel" basis with the senior Detective being offered the assignment first. Once a Detective is offered and accepts On-Call status, he/she shall be dropped to the bottom of the voluntary wheel for the purpose of being offered the assignment the following week. (His/her place on the "mandatory wheel" [see below] shall remain unchanged.) In the event no Detective wishes the On-Call assignment, the least senior Detective shall be assigned. There shall be a mandatory wheel for these assignments. Once a Detective is compelled to be On-Call, he/she shall be removed from the top of the mandatory wheel and placed at the "bottom" for the purposes of mandatory On-Call only.

The Detective Bureau Captain shall maintain a seniority list. If a Detective with an On-Call assignment wishes to give his On-Call assignment to another Detective, he shall so advise the Detective Bureau Captain who shall then use the voluntary list (with the voluntary wheel procedures above) to select a volunteer. If no Detective volunteers, no Detective will be compelled to be On-Call, and there will be no switch permitted.

7. *Sick Leave.*

Article XV shall be amended to add the following language to subdivision "A":

All employees hired on or after the date of the approval of this Agreement by the City Council will accrue one sick day per month of service (not to exceed 18 days) during the first 18 months of service (which includes Member's time in the Police Academy). During the first 18 months of service, the Member shall not be entitled to unlimited sick leave referenced above. Thereafter, said employees are eligible for sick leave as per the CBA. (Consistent with current practices, sick time accruals cannot be "cashed in" upon separation from employment with the City.)

Article XV(E) shall be amended to add the following language:

The phrase "of a temporary nature" shall include, without limitation, any period, regardless of duration, that the employee is eligible to receive benefits pursuant to Section 207-c of the New York General Municipal Law or the New York Workers' Compensation Law.

8. The PBA agrees that the City has the right to implement and commence utilization of a payroll/timekeeping/attendance system for PBA members at its discretion. The PBA reserves the right to negotiate procedures and impact of such system. Such right to negotiate does not bar the City's right to implement and utilize such system.

9. The parties agree to negotiate concerning a written policy regarding the subject of sick leave abuse by PBA members.

10. The parties agree to negotiate concerning a written policy concerning the eligibility for and administration of GML Section 207-c benefits, including a hearing procedure to contest City determinations rendered regarding GML Section 207-c eligibility, among others.

11. This Agreement is subject to ratification by the PBA and approval by the City of Troy City Council and is contingent upon the Troy City Council's simultaneous or prior approval of a certain Memorandum of Agreement resolving two grievances (one dated August 13, 2015, A2015-213; and one dated January 27, 2016, A2016-032) and one Improper Practice Charge (U-35000) concerning Retiree Health Insurance.

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: October 13, 2017

CITY OF TROY

By: 
PATRICK MADDEN, Mayor

DATED: October 13, 2017

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

By: 
NICHOLAS LAVIANO, President

MEMORANDUM OF AGREEMENT
between
THE CITY OF TROY, NEW YORK
and
THE TROY POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, INC.

WHEREAS, the City of Troy, New York, ("City") and the Troy Police Benevolent and Protective Association, Inc. ("PBA") are parties to a Collective Bargaining Agreement with effective dates from January 1, 2005 through December 31, 2010 (the "CBA") and a Memorandum of Agreement dated January 15, 2014 with a term of January 1, 2011 through December 31, 2012 modifying certain terms thereof; and

WHEREAS, the CBA contains several paragraphs pertaining to the right of members to receive health insurance in retirement, including Article XVIII, paragraphs D, E, and G, upon terms and premium payment contribution percentages specified in those several paragraphs of the CBA; and

WHEREAS, former PBA President Robert Fitzgerald and former Mayor Lou Rosamilia executed a Memorandum of Agreement dated June 13, 2014, which Memorandum has been the subject of two grievances (PERB Case Nos. A2015-213 and A2016-32) and an Improper Practice Charge (PERB Case No. U-35000) (collectively the "Litigation"); and

WHEREAS, at or near the time of execution of this Agreement, the City and PBA have executed a Memorandum of Understanding of a tentative agreement extending the terms of the CBA from January 1, 2013 through December 31, 2017 and the CBA extension refers to this Agreement and conditions approval of the CBA extension upon execution of this Agreement; and

WHEREAS, the parties have reached a tentative agreement resolving the Litigation and wish to commit their agreement to writing.

NOW, THEREFORE, the parties agree as follows:

1. Former Police Officer Brian Gross shall be considered retired and eligible to receive and shall receive retiree health insurance under the Collective Bargaining Agreement effective as of the first day of the month following the month in which this Agreement is approved by the City of Troy City Council.

2. Effective following the approval of this Agreement by the City of Troy City Council, Former Police Officer Brian Strock shall be paid either (1) the sum of Eight Thousand Dollars and no Cents (\$8,000.00) per year for a period of five (5) years for a total sum of Forty Thousand Dollars and no Cents (\$40,000.00), less applicable withholdings or (2) a single lump sum payment from the City equaling Thirty Thousand Dollars and no Cents (\$30,000.00), less applicable withholdings. The annual \$8,000.00 payment shall be made on March 1 of each of the following 5 years (2018, 2019, 2020, 2021, 2022). The single lump sum payment shall be issued on December 31, 2017. At his discretion, on notice to the City in writing on or before November 30, 2017, Strock shall advise the City which one of the two settlement payment options he has selected. In the absence of such notice, the City shall issue Strock the single lump sum payment as described herein.

It is agreed and understood by the parties that the City shall pay Strock only one of the two settlement payment options listed herein and that Strock does not have right or entitlement to both payment options. The parties further agree that Strock shall receive no health insurance benefit from the City of Troy.

3. Gross shall pay two (2) months of his required health insurance contribution within thirty (30) calendar days of the approval of this Agreement by the City of Troy City Council. Thereafter, payment of the required contribution is due the first of each month and payment must be received by the City no later than the 30th of each month. In the event the month's payment is not made, the City shall provide Gross thirty (30) days' notice that his health insurance will be suspended. If payment is not received by the City within said thirty (30) days, the City may suspend Gross' health insurance pending full payment of all arrearages. Upon such payment, the City shall reinstate the health insurance.

Should the Parties change from self-insured to providing health insurance through a carrier on a premium-pay basis, health insurance for Gross may be suspended for non-payment pursuant to the rules and procedures of such carrier and shall, upon full payment of all arrearages, be reinstated as soon as possible pursuant to the rules and procedures of such carrier.

4. This Agreement may be enforced by either party pursuant to the grievance/arbitration procedure set forth in the CBA.

5. This Agreement is subject to legislative approval by the City of Troy City Council.

6. Within thirty (30) days of the approval of this Agreement by the City of Troy City Council, the City's restoration of former Police Officer Brian Gross to the City's health insurance program, and payment of monies to former Police Officer Brian Strock, the PBA shall withdraw its Improper Practice Charge (PERB Case No. U-35000) and the grievances (PERB Case Nos. A2015-213 and A2016-32). Upon signature by the PBA and Mayor on this Agreement and pending final approvals of this Agreement, the parties agree that the referenced grievances and Improper Practice Charge shall be placed on hold and that the parties will jointly request that the matters continue to remain on hold pending approvals of this Agreement.

7. The City shall have no obligation to any individuals similarly situated to former Police Officers Gross or Strock at any time and in any situation in the future by virtue of this Agreement.

8. The parties are not bound in any other forum by the recitals or agreements (including specifically the recitals and agreements concerning the factual circumstances of former Police Officers Strock and Gross) set forth and made herein; such recitals and agreements are made exclusively for the purposes of this Agreement.

9. This Agreement shall not constitute a precedent of any kind in favor or against any party, shall not be deemed a past policy and practice, and shall be limited to the unique circumstances presented by this particular situation.

10. This constitutes the entire Agreement of the parties and shall supersede any and all terms of prior agreements between the parties regarding Former Police Officers Strock and Gross.

Dated: October 13, 2017

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

By: 
NICHOLAS LAVIANO, PBA President

THE CITY OF TROY

By: 
PATRICK MADDEN, Mayor