

ORDINANCE AUTHORIZING AND RATIFYING THE MEMORANDA OF AGREEMENT BY AND BETWEEN THE CITY OF TROY AND THE TROY POLICE BENEVOLENT ASSOCIATION (PBA)

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy and the Troy Police Benevolent Association have successfully negotiated the terms of the “Memoranda of Agreements” extending the Labor Agreement which expired December 31, 2017, and Collective Bargaining Agreement which “Memoranda of Agreements” are attached hereto as Exhibit “A” and made a part hereof.

Section 2. The members of the Police Benevolent Association have ratified the proposed “Memoranda of Agreements” found in Exhibit “A” herein, and shall be bound by the terms of that agreement upon ratification of the City Council of The City of Troy and execution by the Mayor

Section 3. This act shall take effect immediately.

Approved as to form, August 1, 2019

James A. Caruso, Esq., Corporation Counsel

AGREED TO TERMS – July 16, 2019

The City of Troy and PBA have reached an agreement as to the following terms noted a below. These terms will be reflected in a Memorandum of Agreement to be drafted by the parties. These terms to become effective must be ratified by the PBA's membership and approved by the City Council of the City of Troy.

1. Unless otherwise specified, all items in the current bargaining agreement remain the same. Any issue regarding the validity of Article XXV of the CBA that is currently the subject of litigation/arbitration pending as of the date of this agreement will be determined by that litigation/arbitration.
2. The term of the contract is January 1, 2018 through December 31, 2023.
3. The City agrees that the only file kept for each PBA personnel will be a personnel file maintained by the City of Troy Police Department and City of Troy Personnel Department. A separate file may be maintained by Internal Affairs for officers under investigation
4. A salary increase of:

PO I through V

- | | |
|---------|-------------------------|
| a. 2018 | 0% |
| b. 2019 | 0% |
| c. 2020 | 1.5% effective 1/1/2020 |
| d. 2021 | 1.5% effective 1/1/2021 |
| e. 2022 | 1.5% effective 1/1/2022 |
| f. 2023 | 1.5% effective 1/1/2023 |

PO VI and Sergeants

- | | |
|---------|-----------------------|
| a. 2018 | 0% |
| b. 2019 | 0% |
| c. 2020 | 2% effective 1/1/2020 |
| d. 2021 | 3% effective 1/1/2021 |
| e. 2022 | 4% effective 1/1/2022 |
| f. 2023 | 3% effective 1/1/2023 |

5. Effective January 1, 2020, members hired after January 27, 1999, will contribute 20% of the annual cost of health insurance.

Effective January 1, 2020, members hired after January 27, 1999, upon retirement, will contribute 10% of the annual cost of health insurance.

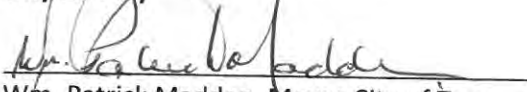
If a member hired after January 27, 1999, retires prior to January 1, 2020, upon retirement, that member will contribute 15% of the annual cost of health insurance.

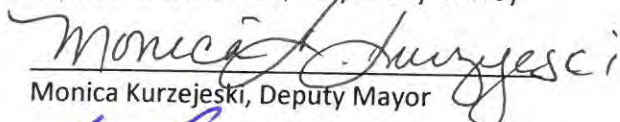
Retirement is defined by the Memorandum of Agreement between the parties, dated October 13, 2017.

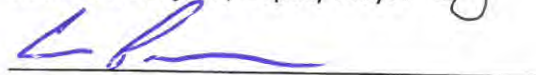
6. The parties agree to negotiate a procedure for handling GML 207-C applications.
7. No changes to the longevity schedule.
8. Effective January 1, 2019, the uniform allowance shall be increased to \$850. If an employee elects to take this as a voucher then it will be issued as a gift card or similar debit mechanism to a specific City determined vendor. The 2019 increase (\$100) will be paid/credited within 60 days of legislative approval of this agreement.
9. Effective January 1, 2019, all members who pass a physical fitness test as defined by the Coopers Standard shall be entitled to a stipend of \$400 annually. Certified results must be submitted to the City no later than November 1st of each year to be eligible for the payment. To qualify for the stipend after the initial PAT, members have to meet the standards of the 50th percentile of the Cooper Standard. The initial Civil Service Physical Agility Test (PAT), where candidates are required to meet the standards of the 40th percentile based on the Cooper Institute to be eligible for appointment, will not qualify for the stipend. Said stipend will be paid on the first Friday in December of 2019.
10. The City shall continue to provide health insurance for the widow/widower of any retired (as defined by the Memorandum of Agreement between the parties dated October 13, 2017) member on the same terms as it provided to the member until the widow/widower becomes Medicare eligible.
11. Article VII-7 shall be amended to be read as "The complete interrogation of the member shall be recorded mechanically or by a department stenographer. There will be no "off-the-record questions. All recesses called during the questioning shall be recorded. Interrogation records shall be the property of the City of Troy, but a copy will be made available to the Association and/or to the individual upon request within two (2) days of the date it is requested by the Association or the Member. If a stenographer is used then production of the transcript upon request will occur within ten (10) business days of the date it is requested by the Association or the Member."
12. Article X-2-A shall be amended as follows "Officers who are called to testify in court proceedings that are on 207-C or any member on extended sick leave (7 or more consecutive calendar days) shall not be paid overtime if that officer was scheduled to work that day. e.g. An officer was assigned to the 2nd platoon and their squad was working that specific day. That officer will not be eligible for overtime. If officer's squad was off that specific day or that officer was assigned to the 1st or 3rd platoon, then that officer will still be entitled to overtime compensation. "
13. The City and the PBA agree to propose increases to the minimum manning for officers.
14. Starting January 1, 2019, members will be eligible to take vacation time in four (4) hour blocks instead of the current eight (8).
15. Effective upon the date of City Council approval of this agreement, if military leave is extended beyond thirty (30) days then the member shall be entitled to up to forty-five (45) paid days of full military leave. Written confirmation needs to be submitted in order to receive the additional fifteen (15) days.
16. The parties agree to develop a written policy regarding use of body-worn cameras by PBA members. The PBA further agrees that upon the completion and approval of the written policy by both parties it commits to the implementation of the body-worn camera program. The PBA

- will not introduce at impact bargaining an initial proposal on monetary compensation for PBA members for use and operation of body worn-cameras.
17. The parties will use their best efforts to prepare a new comprehensive document incorporating these changes and any previous individual agreements into the successor collective bargaining agreement.
 18. This Agreement is subject to ratification by the PBA and approval by the City of Troy City Council. The Union Bargaining Committee shall utilize its best efforts to secure ratification of this Agreement by members of the bargaining unit. Following successful ratification by the bargaining unit, the Troy Bargaining Committee shall utilize its best efforts to secure legislative approval of this Agreement.
 19. All provisions of this agreement are effective January 1, 2018, unless otherwise specified above.

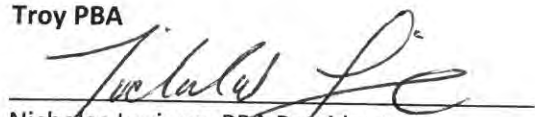
City Of Troy

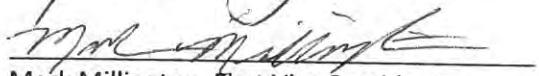

Wm. Patrick Madden, Mayor City of Troy

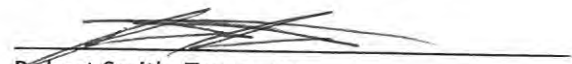

Monica Kurzejeski, Deputy Mayor


Andrew Piotrowski, Deputy Comptroller

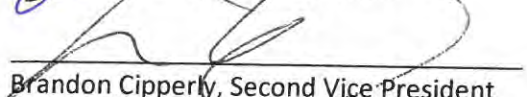
Troy PBA


Nicholas Laviano, PBA President


Mark Millington, First Vice President


Robert Smith, Treasurer


Mary Magnetto, Board Member


Brandon Cipperty, Second Vice President