

THIS AGREEMENT, made this Sixteen day of June, 1999, by and between:
CITY OF TRENTON, a municipality in the County of Mercer
State of New Jersey, hereinafter referred to as
"Employer, "

and:

TRENTON SUPERIOR OFFICERS ASSOCIATION, hereinafter
referred to as the "Association."

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed officers (hereinafter sometimes collectively referred to as "members" or "Employees") of the Division of Police of the Department of Public Safety of the City of Trenton (Employer);

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.02, herein for the purposes of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.02

The bargaining unit shall consist of all uniformed and non-uniformed officers between and including the ranks of Sergeant and Deputy Chief of the Division of Police of the Department of Public Safety of the City of Trenton, New Jersey, now employed or hereafter employed.

Section 1.03

This agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth.

Section 1.04

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee or designees, and the President of the Association, or his designee or designees, shall be the respective bargaining agents for the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments, provided, however, that no more than four (4) employees shall be excused for any bargaining session.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYERIS TIME

Section 3.01

The Employer shall permit members of the Association Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Employer on specific grievances in accordance with the grievance procedures set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Division of Police or require the recall of off-duty policemen to bring the Division to its proper effectiveness.

Section 3.02

The City and the Association hereby agree that officers of the Association will have a total (pool) of twenty (20) days off with pay (straight time) for the conduct of legitimate union business in each calendar year, not including the time off with pay granted to the Delegate to the State PBA, or other PBA representatives as provided for under existing state law. Reports on the usage of this time, including an explanation of the activity and its purpose, must be submitted to the Police Chief prior to usage.

Section 3.03

The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However,

only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay for any period in excess of three meetings on any renegotiation of this contract or any modifications or renewals thereof.

Section 3.04

The Employer agrees to grant the necessary time off without loss of pay to the members of the Association selected as delegates to attend any state or International convention of the New Jersey Policeman's Benevolent Association, as provided under N.J.S.A. 11:26C-4. It is understood that at the present time, the New Jersey State PBA has associated itself on the "International" level with the National Association of Police organizations.

ARTICLE IV

EMPLOYEES' RIGHTS

Section 4. 01

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, or national origin.

Section 4.02

In order to safeguard fundamental rights for law enforcement officers employed by the City of Trenton, it is agreed that:

1. Except when on duty or acting in his official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his position as a law enforcement officer is not used in any way whether directly or indirectly, while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any member of the Trenton Police Division whose primary duties and responsibilities are the enforcement of the laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens; and is empowered by State statute to act for the arrest, detention and conviction of persons violating the laws. It is understood that a police officer, shall not engage in any political activity or hold any public office which would violate the statutory or common law of New Jersey.
2. Whenever a law enforcement officer has received notice that he is under normal investigation after receipt of a filed Notification of Complaint for alleged malfeasance, misfeasance, nonfeasance of official duty with a view to possible disciplinary action, demotion, dismissal, or criminal charges, the following minimum standards shall apply:

- a. Any formal interrogation of a law enforcement officer whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the Division shall be compensated for lost time occurring from investigations in accordance with existing Division Policy. The questioning of an officer shall be conducted at reasonable hour in a non-coercive manner, without threat or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his counsel or any other one person of his choice at any interrogation in connection with the investigation.
- b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation including whether the officer is a target of the investigation, if known, the statute rule or regulation allegedly

violated, if known, the names and addresses of the complainant, and the identity and the authority of those conducting the investigation. This shall not preclude the employer from subsequently modifying, amending or changing the statute, rule or regulation under which the charges are brought. Also at the commencement of any interrogation of such officer in connection with any such investigation, the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation, whenever practicable, shall be asked by or through a single interrogator.

- c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.
- d. The interrogation of the employee concerned shall be recorded mechanically or by written form. "Off the record" questions shall not be permitted. Any recesses called during the interrogation shall be recorded.
- e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights and, in addition, he shall be given the following warning prior to the commencement of any interrogation:

"I am advising you that you are being questioned as part of an official investigation of the Police Division. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the Constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation. I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which could result in your dismissal from the Police Division. If you do answer questions, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Departmental charges."

- f. It is understood that the provisions of paragraph two above shall not preclude initial or preliminary inquiries by the employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.
3. All investigations against law enforcement officers shall be conducted expeditiously. At least every two months after the commencement of such investigation, as determined by the date that the notification of complaint is

served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which might prejudice the officer's defense and unless unusual circumstances exist, no officer should be prosecuted by the department for the alleged infraction of any rule if more than 90 days transpire between the date the Chief, Deputy Chief or appropriate Captain had knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative process and the service of the preliminary notice of disciplinary action.

4. The Internal Affairs Unit, or other Police investigation agencies shall remove from his personnel file all papers, files, reports, notes and copies thereof relating to an investigation of a police officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may on proper notice inspect these materials at the discretion of the Chief of Police.
5. No law enforcement officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures or those of any member of such officer's

household, except where such information relates directly to the officer's assignment or duties.

6. There shall be no penalty nor threat of any penalty for the exercise by law-enforcement officer of his rights under the Bill of Rights.

ARTICLE V

PAY TREATMENT FOR EXTENDED ILLNESS

Section 5.01

The Employer agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

Section 5.02

The Employer may require at any time during the period of such extended disability as described in Section 5.01 above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 5.03

The Employer retains the right to extend this period payment for disability due to illness or injury beyond one year at its own discretion.

Section 5.04

In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this agreement, i.e., the Employer and Association.

Section 5.05

A permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave, shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate or pay for each day of earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000.00. for employees retiring in 1993, or \$15,000 for employees retiring in 1994 and increasing to \$18,000, effective January 1, 1996. Effective July 1, 1999, the supplemental compensation payment at retirement shall be increased to \$20,000.

This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death, or as may be elected by the employee deferred for one (1) year.

Because of the past performance of the person retiring taking time off in his final year, a clause was built in to prevent this and as follows:

In the 12 months prior to retirement the following will prevail:

1st 15 sick days no penalty

16 to 45 days 50% of daily rate will be deducted from buy back

46 to 60 days 75% of daily rate will be deducted from buy back

61. + days 100% of daily rate will be deducted from buy back

For the purpose of calculating accrued sick time, employees will be deemed to have earned 12 sick days for the first year of service and 15 days per year thereafter. Usage will be based on Police Division records.

ARTICLE VI

UNION SECURITY - CHECK-OFF

Section 6. 01

Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Division of Police who are members of the Association initiation fees, dues and assessments as required by the Association constitution and By-Laws and other Association rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Association official monthly on a regularly recurring basis.

Section 6.02

Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision.

ARTICLE VII

HOURS OF EMPLOYMENT

Section 7.01

Normal hours-of employment shall not exceed eight (8) consecutive hours in any one day, nor forty (40) hours in any one week, or six (6) days in any one week.

Section 7.02

The normal tours of duty shall continue as they are currently in force.

Section 7.03

The official of the Employer having charge of the Division of Police may, in the case of an emergency as defined by the applicable Statutes of the State of New Jersey, summon and keep on duty any and all officers of the Division as such emergency shall require. In such event the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all officers of the Division thus summoned or kept on duty shall be entitled to receive overtime pay as hereinafter set forth for all time worked over the normal hours of employment as above defined.

Section 7.04

Whenever an officer of the Division of Police, as part of his duties, shall be required to appear before any grand jury or at any Municipal, County, State, Superior or State Supreme Court or any Federal Court proceeding, except as a witness in a civil action which does not arise from the performance of duty, the time during which he is

so engaged shall be considered a time of assignment to, and performance of his regular assigned duty hours the time so spent (from the time of reporting at the Court until the time excused) shall be included as part of his hours of employment for that pay period and shall be deemed overtime.

In addition to compensation for the actual time of reporting to County, State or Federal Court, and until the time excused from the said Courts as set forth in this section, a member of the Division of Police is entitled to an additional one hour of compensation, representing 1/2 hour prior to and 1/2 hour subsequent to the actual court time for the purpose of checking in and picking up evidence and reports at the Trenton Police Headquarters.

Section 7.05

Whenever an officer of the Division of Police, as part of his duties, shall be required to remain his normal tour of duty in order to complete a report, maintain traffic control at the scene of an emergency or disaster or in order to complete an investigation or to perform any other duty as required by his commanding officer or by the Rules and Regulations of the Division of Police, any such additional time shall, if authorized, ordered or approved by such member's commanding officer, be included as part of his hours of employment for that pay period and shall be deemed overtime.

Section 7.06

Whenever an officer of the Division of Police, as part of his duties, is summoned to return or report to duty other than for his normal tour of assignment, whether for

emergency or otherwise, he shall be paid for not less than four (4) hours regardless of the actual time worked. In such event such four (4) hours (or more if he actually works longer) shall be included its part of his hours of employment for that pay period and shall be deemed overtime. The provision of this section shall not apply to a continuation of the regular tour of duty.

Section 7.07

Whenever a superior officer of the Division of Police, as part of his duties, is called to appear as a witness at a police disciplinary hearing, either by the City or the defendant, he shall be paid for not less than four (4) hours regardless of the actual time spent at such a hearing in a manner consistent with the general provisions of Section 7.06 above. Police superior officers called to appear as witnesses at police disciplinary hearings shall be paid as long as they appear at the hearing at the designated time and date, whether or not they are subpoenaed to appear and whether or not they actually testify. It is expressly understood, however, that whereas all fact witnesses shall be paid, nor more than two character witnesses will be paid with respect to any one set of disciplinary charges. Every effort shall be made by the defendant to notify the Director of Public Safety of the names of all witnesses to be called by the defense at least ten (10) working days prior to the date of any disciplinary hearing. If due to unforeseen circumstances, a witness shall be unknown to the defense in time to forward his name to the Director of Public Safety at least ten (10) working days prior to the hearing date, as soon as the witness' name shall become known to the defense, that name shall be

forwarded to the Director. In any event, such witness shall not be precluded from appearing at the hearing for the defense and shall be paid in a manner similar to any other defense witnesses pursuant to the aforesaid provisions.

Section 7.08

Whenever a superior officer of the Division of Police, as part of his duties, is called to appear as a defendant at a police disciplinary hearing, if said defendant is acquitted of charges relating to a particular date, he shall be paid for not less than four (4) hours regardless of the actual time spent at the hearing, in a manner consistent with the general provisions of Section 7.06 above. Those defendants who are found guilty of one or more specifications under any particular charge are not to be paid for any time related to any charge emanating from that particular date.

Every effort shall be made by both the City and defendant to ensure that, whenever possible, disciplinary hearings are scheduled at a time when a defendant would normally be on duty.

Section 7.09

Disciplinary action comprised of multiple charges which are totally unrelated either as to date, as to a continuing type of disciplinary problem or in some other manner to one another as pertains to a police officer will not be heard in one hearing. This will

not, however, preclude the City from scheduling more than one hearing for a particular police officer in one day, or scheduling disciplinary action involving related charges against more than one officer in one hearing.

ARTICLE VIII

COMPENSATION FOR OVERTIME

Section 8. 01

Whenever any officer of the Division of Police, in any work week shall be required, directed or authorized to work for any periods in excess of the normal hours of employment as defined in Article VII, Section 7.01 herein, he shall be paid at the rate of time and one-half of his regular pay rate (including benefits) for all such overtime. Thus, if an employee shall be required, directed or authorized to work for more than eight (8) consecutive hours in any one day he shall be paid overtime for such excess time regardless of the total number of hours worked during that week, and if he is required, directed or authorized to work for more than forty (40) hours in any one week he shall be paid overtime for such excess time regardless of the total number of days worked during that week.

Section 8.02

No officer shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by a commanding officer, such order, authorization or approval to be recorded and maintained with the records of the department in a form to be

determined by the Chief of the Division of Police and Director of the Department of Public Safety and approved by the Business Administrator of the Employer.

Section 8.03

It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a ten minute period at the termination of a tour, but in the event an employee is required to report earlier than ten minutes prior to the commencement of a tour or to remain beyond ten minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the work day of eight consecutive hours.

Section 8.04

Overtime wages shall be paid at the next immediate pay period after such overtime is recorded.

Section 8.05

The method of recording hours of employment and the administration of the records and other data necessary to effectuate the purposes of Articles VII and VIII herein shall be established by the Chief of the Division of Police together with the Director of Public Safety and the Business Administrator of the Employer.

Section 8.06

Police Division officers who have earned compensatory time outstanding, and who submit requests to their supervisors five days in advance, shall have the right to take off such accrued compensatory time, even if such time off will result in the hiring, on an overtime basis, of substitute personnel, with the overall limitation, however, that such approvals will be limited in each calendar year to an amount which will not result in the expenditure, together with the impact of a similar provision relating to Police Division employees represented by P.B.A. Local #11, of more than \$10,000 by the City in overtime payments for the hiring of necessary substitute personnel.

ARTICLE IX

WAGES

Section 9.01

The salaries will be increased by 3.85% on July 1, 1997, and another 3.85% on July 1, 1998 and 3.85% on July 1, 1999. The salaries represent a 15% rank differential between supervisory titles.

Section 9.02

Superior officers within the Police Division who are ordered to fill in at a higher position shall be compensated at the rate of pay of the higher rank, effective the first hour of acting service.

Section 9.03

All police superior officers assigned as detectives shall receive an additional amount per year, added to their normal paychecks. Effective January 1, 1996 detective

allowance for TSOA members shall be 3.0%; effective January 1, 1997, detective allowance shall be 4.0%. In consideration for this benefit, the TSOA members receiving this allowance shall relinquish one (1) vacation day effective January 1, 1996. Any detective TSOA members who is transferred for cause or promotion shall be entitled to the vacation allowance afforded to that position on a pro rated basis.

ARTICLE X

HOLIDAYS

Section 10.01

The Association agrees to recognize as paid holidays, such holidays as shall be designated for all employees of the City of Trenton as set forth in the appropriate ordinance or resolution adopted by the City for such purpose.

Section 10.02

It is recognized by both parties that by reasons of Divisional business, officers of the Division of Police are not able to be excused from working on such holidays as are normally enjoyed by other City employees. Therefore, in lieu of receiving days off on such holidays, each officer of the Division of Police will receive a full day's pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

Section 10.03

Holiday pay shall be paid on a bi-weekly basis beginning on January 1st before any employee reaches the twenty-fourth anniversary of his date-of-hire.

ARTICLE XI

FUNERAL LEAVE

Section 11.01

Employees shall be entitled to funeral leave starting at the death and ending with duty as scheduled on the fifth calendar day following burial in the event of the death of a spouse or child. Such leave is not chargeable. Employees shall be entitled to funeral leave starting at the death and ending with duty as scheduled on the second calendar day following burial in the event of the death of a parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, or any relative of the employee's household. Such leave will not be chargeable.

Employees shall be entitled to a funeral leave with pay on the day of burial in the event of the death of an aunt, uncle, nephew, niece, or cousin. Such leave is not chargeable.

Section 11.02

The City agrees to reimburse a member's family or estate the amount of funeral expenses, not to exceed \$5,000, for any member who dies while in the line of duty.

ARTICLE XII

PENSIONS

Section 12.01

The City shall continue to provide contributions to employee's pension fund in accordance with the presently existing practice.

ARTICLE XIII

VACATIONS

Section 13.01

The officers of the Division of Police shall be entitled to the following vacation benefits:

	<u>1-15 Years</u>	<u>15-25 Years</u>	<u>25 + Years</u>
Sergeant	24	25	26
Lieutenant	26	27	28
Captain	28	29	30
Deputy Chief	30	31	32

Effective January 1, 1999, the vacation schedule outlined in the Agreement shall be reduced by one (1) day for all ranks. Shift is defined to mean one (1) eight (8) consecutive hour period as defined in Section 7.01 or one (1) ten (10) consecutive hour period as defined in Section 7.02. (This reduction is reflected in above vacation benefits schedule.)

Section 13.02

Effective July 1, 1999, police officers who are promoted into this unit as defined in Article I, Section 1.02 shall be entitled to the following vacation benefits:

	<u>1-15 years</u>	<u>15-25-years</u>	<u>25+ years</u>
First year promoted in unit	23	24	25
Second year promoted in unit	23	24	25
Third year promoted in unit (max)	24	25	26

Effective July 1, 1999, the vacation schedule outlined in the agreement shall be reduced to two (2) shifts for all new promotees in the unit for the first two (2) years of their time in the unit. Upon reaching their third year wherein they will reach the maximum salary for sergeants as described in Article IX, they will follow the vacation set forth in Section 13.01 above. A shift is defined in Article 13.01 and Sections 7.01 and 7.02 above. (This reduction for new promotees is reflected in the above vacation benefits schedules.)

Section 13.03

Each superior officer within the Police Division may use two of the vacation days referred to in Section 13.01 separately from regular vacation periods, provided that 48-hour advance notice is given to the employee's supervisor and provided further that no more than five (5) superior officers shall be granted approval to take these days during any calendar day.

Section 13.04

Upon retirement in accordance with the provision of the New Jersey Police and Fire Retirement System, police officers shall receive either the number of vacation days or equivalent compensation which he would have received or earned had he worked the entire calendar year, minus any vacation days taken during the year of retirement, the resulting number of vacation days however, being reduced pro rata by the percentage of the employee's previous year of employment spent on sick time, not including the first fifteen days of sick time actually taken in said year. In the event of death of the employee after 25 years of service, benefits will go to the designate survivor of the employee.

Section 13.05

Each employee covered by this Agreement shall be entitled to receive up to three days paid leave per year for emergency family illness, which paid leave will be "advanced" and deducted from the vacation or annual leave of the officer in the following year.

ARTICLE XIV

LONGEVITY PAY - UNIFORM ALLOWANCE - K-9 MAINTENANCE PAYMENTS

Section 14.01

Effective July 1, 1999, each employee covered by this agreement shall, in addition to his regular wages and benefits, be paid a longevity increment based upon

consecutive years of service with the Division of Police in accordance with the following schedule:

Years of Continuous service

5	years but less than 10 years	2.0% of base salary
10	years but less than 15 years	4.0% of base salary
15	years but less than 20 years	8.0% of base salary
20	years but less than 24 years	10.0% of base salary
24	years but less than 29 years	12.0% of base salary
29	years or more	13.0% of base salary

Section 14.02

Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be due and payable in the month in which his anniversary date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to leave for military service with the armed forces of the United States of America and scholarship leave, shall not be included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in determining years of service.

Section 14.03

Each employee covered by this Agreement shall receive an annual clothing allowance in the amount of \$1,225 payable in semi-annual installments during the months of January and July of each year.

Employees who are provided uniforms, etc., in accordance with the regulations and procedures of the employer shall reimburse the City for the cost of said uniforms at the rate of \$15 each pay period until the full cost of the uniforms issued is reimbursed to the City.

Section 14.04

The existing payment to police officers assigned to the K-9 unit who are responsible for the care and maintenance of the canine assigned to them, which payment is for the purpose of, and in lieu of, reimbursing such employees for expenses incurred in maintaining the City's canines on the home property of such employees, is \$3.50 per day.

Section 14.05

Any superior officer regularly assigned during a six month period commencing either on January 1st or July 1st of any year to work a shift commencing on or after 7 p.m. shall be entitled to a night shift differential of \$600 per year. It is understood that the number of such officers may increase or decrease depending upon the manpower requirements of the department. A determination of which officer shall be considered as regularly assigned to a shift commencing on or after 7:00 p.m. and thus entitled to the night shift differential is to be made semiannually and remuneration in the amount of \$300 shall be made at that time. Eligibility shall be determined as follows:

1. All officers regularly assigned (i.e., permanently assigned) to units which either work the night shift on a steady basis or rotate through the night shift

on a regular basis will be paid the full \$300 differential if they actually work the night shift on this assignment for one week or more during a given six month period.

2. Any officer so assigned who is injured on duty during the six month period commencing either on January 1 or July 1 of any given year shall continue to be entitled to the differential. Any officer otherwise incapacitated by a long-term illness during said six month period shall not be entitled to the differential.
3. Officers who work in the Special Operations Unit (i.e., pro-active patrol) who do not routinely work the night shift, but are intermittently assigned to work that shift, shall be paid \$12 for each night worked on the night shift, but not to exceed \$300 for a six-month period.
4. Officers who are newly assigned as detectives or plainclothesmen during a six-month period will agree to forego the night shift differential earned during that period while previously working in a unit eligible for the differential, in consideration of the detective pay they will begin earning in the new assignment.

Any dispute as to whether or not an officer qualifies for the differential shall be referred to a committee comprised of one member appointed by the union and one appointed by management and one selected by the mutual agreement of the parties. If no such agreement is possible, then selection of the third committee member shall be made by an arbitrator appointed pursuant to the arbitration process of the employment

contract by the parties. All decisions relating to the entitlement of the night shift differential by the committee shall be by majority vote.

Section 14.06

Specialty pay in the amount of \$250 will be paid annually to officers in the Traffic Section who are qualified radar and/or breathalyzer operators.

Section 14.07 COLLEGE CREDITS

Annual payment for college credits will be made to all members of the SOA who have attained degrees and or college credits for courses of study in administration, criminal justice, psychology or sociology, or in any other program which can be applied to the job and is approved by the Business Administrator. Payment will be based on the level of education attained, as shown below:

Associate's degree	\$ 200
64 credits or more towards a bachelor's degree	200
Bachelor's degree	400
Master's degree	600

ARTICLE XV

HOSPITAL AND MEDICAL INSURANCE

Section 15.01

The employer agrees to continue fully paid coverage for all employees, spouses and dependents under the 14/20 Series of Blue Cross and Blue Shield Plan Rider J, or

to provide equivalent or better health benefits coverage through a self-insurance program or independent carrier, as well as major medical coverage, or an amount equivalent for employees choosing the Health Maintenance optional Plan. The City will confer with union representatives before any change in the current plan is implemented. It is further agreed that the benefits received by eligible pensioners and their dependents under Resolution #76-722 and NJSA 52:14-17.38 will be continued under any carrier the City may choose. Should the State of New Jersey upgrade the present 14/20 Series Blue Cross and Blue Shield Plan Rider J coverage for its employees and thereby make available such upgraded Plan to the City of Trenton through our present group coverage during the terms of this Agreement, the City agrees to upgrade said Plan for employees covered by this Agreement.

Upon retirement, the City will continue to provide paid State Health Benefits for all eligible employees and their eligible dependents. To be eligible you must meet all three requirements listed below.

1. You must have had 25 years of credited service in the New Jersey Pension System or must be retired on an approved disability. In disability cases, you will be required to pay a premium until the disability has been approved by the Division of Pensions.
2. You must be a member of the State Health Benefits plan during the period immediately preceding retirement. If you retain the HMO plan, you will be required to pay the excess amount over the traditional Blue Cross/Blue Shield premium.

3. You must sign the pink New Jersey State Health Benefits Program Act-Retired Status card indicating the desire to continue coverage. (This card is sent to eligible retirees by the New Jersey State Division of Pensions after the Application for Retirement is received.)

Notwithstanding the above criteria, no provision of this contract shall be deemed to reduce benefits extended to employees by state statute who retire pursuant to the 1993-94 early retirement incentive program.

Section 15.02

The City shall make available to employees the same deductible Prescription Drug Plan which shall be made available to other City employees. A prescription drug plan or a successor plan shall be continued for eligible retirees unless and until such time the said retirees become eligible for a prescription drug plan from any other source.

On January 1, 1996, the City shall increase the co-pay for non-generic drugs under the prescription drug program to \$5.

Section 15.03

The City shall continue to provide the same dental and optical insurance coverage which shall be made available to all other City employees. Reimbursement for an employee's cost for prescription lenses shall increase January 1, 1994, to \$65 for single vision lenses and \$70 for bifocals.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.01

In the event that any difference or dispute should arise between the City and the S.O.A., or its members employed by the City over the application and interpretation of the terms of this Agreement or any action of the Police Division affecting a term and condition of employment (including, but not limited to, the disciplining or discharge of employees), an earnest effort shall be made to settle such differences immediately.

The following procedures shall be followed:

Step 1 The matter shall be discussed orally with the employee's immediate supervisor and S.O.A. representative within three (3) days after the presentation of the grievance, exclusive of Saturday and Sunday.

Step 2 If within five (5) days after the date of the presentation of a grievance, exclusive of Saturday and Sunday in Holidays, the grievance is not resolved with the employee's immediate supervisor, it shall be presented in writing to the S.O.A. representative and the Chief of the Police Division. The Police Chief or his designee(s) shall arrange for such meeting and make such investigation as are necessary and give his answer to the

grievance in writing within five (5) days after the submission of the grievance to the S.O.A. Grievance Committee, exclusive of Saturday and Sunday.

Step 3 If the grievance is not resolved at Steps 1 or 2, the S.O.A. shall present the grievance in writing to the Director of Public Safety within five (5) days after the decision of the Police Chief, exclusive of Saturday and Sunday. This presentation shall set out the position of the S.O.A. and at the request of the Director, discussions may ensue. The Director of Public Safety shall answer the grievance in writing within ten (10) days after receipt of the grievance, exclusive of Saturday and Sunday, setting forth the position of the City.

Step 4 If the grievance is not resolved in 3 Steps, the grievance may be presented in writing to the Business Administrator within five (5) days after the director's decision, exclusive of Saturday and Sunday. His final decision shall be given within ten (10) days after the receipt of the grievance, exclusive of Saturday and Sunday. Discussions may ensue at the request of either party.

Step 5 If the grievance is not settled to the satisfaction of both parties, either party to this agreement may submit the grievance to binding arbitration within ten (10) days after the decision of the

Business Administrator, exclusive of Saturday and Sunday, in accordance with the procedure established by the New Jersey Public Employment Relations Commission.

No settlement of a grievance under any or all of the provisions of this article shall contravene the provisions of this agreement.

The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the Arbitrator shall be final and binding.

Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present.

Nothing herein contained shall limit the rights of police officers under existing statutes or rules of New Jersey or the City of Trenton.

If the parties of this Agreement reach mutual agreement, the grievance procedure may be accelerated, i.e., steps can be skipped and time periods reduced by mutual agreement. Moreover, in grievances involving appeals of decisions rendered by the Director of Public Safety in matters of discipline relating to employees covered by this contract, the parties agree that all such grievances will automatically begin at Step 4 (Business Administrator), thereby skipping Steps 1, 2, and 3 of the Grievance Procedure in such cases.

ARTICLE XVII
JOB ACTION

Section 17.01

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the City, and employees agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.

ARTICLE XVIII
MANAGEMENT OF CITY'S AFFAIRS

Section 18.01

The employees recognize that areas of responsibility must be reserved to the City to serve the public effectively. Therefore, the right to manage the affairs of the City and to direct the working forces and operations of the City, subject to the limitations of this Agreement, is vested and retained by the City exclusively. The management and the conduct of the business of the City and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause, and in general to maintain discipline, order and efficiency consistent with the Rules and Regulations of the Civil Service Commission. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that

the same are not inconsistent with the terms of this Agreement, and provided further

that such rules and regulations are subject to the grievance and arbitration provisions

of this Agreement.

ARTICLE XIX

ADMINISTRATION CODE, ADMINISTRATION MANUAL
AND RULES AND REGULATIONS

Section 19.01

The employee hereby recognizes and agrees that the administrative code, administrative manual of the Employer and the rules and regulations of the Division of Police of the Department of Public Safety of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which event the provisions of this Agreement shall prevail.

ARTICLE XX

APPLICABLE LAWS

Section 20.01

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local Laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXI

MISCELLANEOUS

Section 21.01

Notwithstanding the provisions of Section 1.01 and 1.02 herein or any existing law to the contrary, the parties covenant and agree that the Employer has not waived its rights under N.J.S.A. 34:13A-1 et seq., (Chapter 303, Laws of 1968) to pursue a clarification of the bargaining unit to exclude therefrom the rank of Deputy Chief.

Section 21.02

Copies of all orders pertaining to working conditions will be given to the Association by the Chief of Police as they are issued.

ARTICLE XXII

DURATION OF AGREEMENT AND RENEGOTIATION

Section 22.01

This agreement shall be effective from the 1st day of July, 1997, and shall continue in full force and effect until the 30th day of June, 2000, and this agreement shall be deemed a continuing agreement, automatically renewing itself from year to year thereafter except that either party shall have the right to renegotiation by written notice to the other outlining the specific areas and items of renegotiation at least sixty

(60) days prior to the end of the contract period. The parties agree that they will enter into negotiations on such requested modifications within fifteen (15) days after the receipt by either party of such proposals by the other party and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, has been arrived at by agreement.

**NEW JERSEY SUPERIOR
OFFICERS ASSOCIATION**

CITY OF TRENTON

William Seaman, President
T.S.O.A.

Douglas H. Palmer, Mayor

Vice President

Jacob Eapen, Business Administrator

**APPENDIX A
MEMORANDUM OF AGREEMENT
CITY OF TRENTON. PBA LOCAL 11. AND SOA**

The City of Trenton, the Policemen's Benevolent Association, Local 11, and the Superior Officers' Association mutually agree to amend their respective collective bargaining agreements for 1993 and 1994 as follows:

I. WORK SCHEDULE

The work schedule for members who currently work in the Patrol Section on rotating shifts will be changed for a one-year trial period to a schedule on which members will work four consecutive days or nights of ten hour shifts, and then have four days off, according to the terms and conditions set forth below:

The times for the ten-hour shifts shall be 7:00 a.m. to 5:00 p.m., 11:00 a.m. to 9:00 p.m., 5:00 p.m. to 3:00 a.m., and 9:00 p.m. to 7:00 a.m. Either during or after the trial period, the City after thirty days' notice to and then discussion with the union, may revise existing starting times for shifts or establish new shifts, provided that any new shift is necessary to meet legitimate service needs. Said changes shall be limited as follows, however: During the one-year trial period only one minor change can be made (defined as an alteration of the schedule by no more than one hour for any shift.) After the trial period, the parties agree to negotiate any subsequent shift changes.

Each officer will be assigned a set shift, and will not be rotated through different shifts. The number of officers assigned to each shift will be at the City's discretion. For the initial assignment of members, and for reassignments as vacancies occur, consideration will be given to the shift preferences of individual members based on seniority to the extent practical, but the Police Chief will have the final authority to make such assignments to ensure the efficient and effective operation of the Division.

The one-year trial of the new schedule will begin on or about 5/23/94 and end 5/22/95. At any time from six months to thirteen months after beginning the trial, any party has the option of declaring the trial a failure for one or more of the reasons given

below, and giving a 30-day notice of its intention to return to the old schedule. At the request of any party, the parties, before returning to the old schedule, will meet to discuss alterations to the schedule which would address the identified problems. If no alternative solution is agreed upon, the City shall schedule a return to the old schedule as soon after the 30 days as is practical.

Reasons for failure of trial period for proposed shift:

- a) Failure to reduce sick and injury time
- b) Increased cost for fill-in overtime attributable to the shift change
- c) Morale problems with officers not able to work the reduced hours
- d) A large number of requests to transfer to patrol from specialized units working traditional hours and/or an insufficient number of capable volunteers to fill vacancies in these specialized units
- e) Supervision problems due to overlapping shifts with supervisors
- f) Problems with scheduling appearances in the Municipal Court without increased overtime costs
- g) Any problem which might be created for compliance with the Fair Labor Standards Act
- h) Any other valid reason

The parties both recognize that the new schedule will cost the City money in overtime, and therefore will not be successful, unless there is a 25% or more reduction in time lost to illness and injury, i.e. that level of illness and injury in effect at the time the trial period is begun. For purposes of this calculation, it is understood that, under the new schedule, officers will work fewer days and hours than under the old schedule. Therefore, the before and after usage of sick and injury time must be calculated as a percentage of scheduled hours.

Because the new schedule requires fewer weekly hours worked by members and does not provide sufficient manpower to allow training during normal work hours, members will be required to report for certain training outside normal working hours at

no additional compensation. This training, on an annual basis, will consist of two days of firearms training and qualification, and up to 40 hours of other training mandated by the Police Training Commission or other authority, to be scheduled in blocks of not less than four hours, as ordered by the Chief of Police or his designee. Training hours unused in one calendar year shall not be carried over into the next calendar year, unless a member misses scheduled training in a year due to illness or injury. Members will be given no less than three days notice of training sessions outside their normal work hours. Such training will not be scheduled while members are on approved vacation. K-9 training will be scheduled during work hours; K-9 officers not working days will be assigned to day shift, if necessary, for four consecutive days to complete training.

Members assigned to attend training seminars over a multiple day period will be placed on a traditional steady-day schedule for the duration of such training. In consideration of the reduced manpower scheduled to work during each period, the City shall have the authority, based on prevailing practice, to approve or deny vacation requests by members so as to prevent the need for an inordinate amount of fill-in overtime.

At the request of any party, the parties agree to meet to discuss the establishment of the same or a similar schedule for officers in other sections within the Police Division.

II. COMPENSATION FOR MAINTENANCE OF K-9 UNIT DOGS

The parties agree to reopen the 1993-94 contracts to negotiate compensation for members assigned to the K-9 unit for time spent outside normal work hours after January 1, 1994 to maintain dogs assigned to them. The parties agree to enter into such negotiations in good faith in an attempt to resolve this issue no later than May 31, 1994. If the parties cannot come to an agreement on this matter by the stated date, the parties mutually agree to submit the matter to interest arbitration pursuant to NJSA 34:13A-16. In the meantime, the City may begin paying compensation for this purpose

to members on an interim basis at a rate it deems appropriate. Such interim compensation will be subject to adjustment pursuant to an arbitrator's decision or subsequent agreement by the parties.

The parties recognize that such an agreement on how to make compensation on a prospective basis does not bind the parties in separate actions brought against the City on alleged prior violations of the Fair Labor Standards Act.

Trenton PBA 11

City of Trenton

S/ Robert L. Smith

S/Douglas H. Palmer

SOA

Date: 5/12/94

S/D.C. Joseph Constance

APPENDIX B
MEMORANDUM OF AGREEMENT
CITY OF TRENTON, PBA LOCAL 11, AND TSOA

The City of Trenton, the Policemen's Benevolent Association, Local 11, and the Superior Officers' Association mutually agree to amend their respective collective bargaining agreements for 1995 as follows:

I. WORK SCHEDULE

Effective January 1, 1995, the work schedule for members who currently work in the Patrol Section on rotating shifts will be changed to a schedule on which members will work four consecutive days or nights of ten-hour shifts, and then have four days off, according to the terms and conditions set forth below:

The times for the ten-hour shifts shall be 7:00 am to 5:00 pm, 11:30 am to 9:30 pm, 5:00 pm to 3:00AM, and 9:30 pm to 7:30 am. The City, after thirty days' notice to and then discussion with the union, may revise existing starting times for shifts or establish new shifts, provided that any new shift is necessary to meet legitimate service needs.

Each officer will be assigned a set shift, and will not be rotated through different shifts. The number of officers assigned to each shift will be at the City's discretion. For the initial assignment of members, and for reassignments as vacancies occur, consideration will be given to the shift preferences of individual members based on seniority to the extent practical, but the Police Chief will have the final authority to make such assignments to ensure the efficient and effective operation of the Division.

The parties both recognize that the new schedule will cost the City money in overtime, and therefore will not be successful, unless there is a 25% or more reduction in time lost to illness and injury, i.e. that level of illness and injury in effect at the time the trial period is begun. For purposes of this calculation, it is understood that, under the new schedule, officers will work fewer days and hours than under the old schedule.

Therefore, the before and after usage of sick and injury time must be calculated as a percentage of scheduled hours.

Because the new schedule requires fewer weekly hours' worked by members and does not provide sufficient manpower to allow training during normal work hours, members will be required to report for certain training outside normal working hours at no additional compensation. This training, on an annual basis, will consist of two days of firearms training and qualification, and up to 40 hours of other training mandated by the Chief of Police, to be scheduled in blocks of not less than four hours, as ordered by the Chief of Police or his designee. It is anticipated that training for anyone not on this new schedule will be on their tour of duty. For those on the new schedule, training to the extent possible, will be on their tour of duty.

Training hours unused in one calendar year shall not be carried over into the next calendar year, unless a member misses scheduled training in a year due to illness or injury. Members will be given no less than three days' notice of training sessions outside their normal work hours. Such training will not be scheduled while members are on approved vacation. K-9 training will be scheduled during work hours; K-9 officers not working days will be assigned to day shift, if necessary, for four consecutive days to complete training.

Members assigned to attend training seminars over a multiple day period, will be placed on a traditional steady-day schedule for the duration of such training.

In consideration of the reduced manpower scheduled to work during each period, the City shall have the authority, based on prevailing practice, to approve or deny vacation requests by members so as to prevent the need for an inordinate amount of fill-in overtime.

Both parties recognize that institution of this new schedule results in a 204 – hour difference between those on the new schedule and those on other schedules. To adjust for this inequity it is agreed that the Chief of Police has the authority to equitably

adjust the schedule of those not on 4 on 4 off in an amount of 176 hours to allow them to obtain some equality with those individuals on this new schedule.

It is also recognized that this schedule once adapted, results in a similar discrepancy in the accounting for vacation days. To reduce this vacation discrepancy which is due to those on the 4 on 4 off schedule having at least 2 hours more per vacation day, the parties have agreed to the following solution. Hereinafter, all vacation days will be multiplied by 8 hours (not 10 hours) regardless of the individuals schedule. Thus, a vacation day would equal 8 hours for each individual regardless of their participation in the 4 on 4 off schedule.

These adjustments will not result in the accruing of time or days for which t h e City of Trenton will be responsible for compensating individuals who are not on the new schedule. The officers who may be subject to these adjustments do not have the ability to seek compensation for the inequity in schedules from the City as the new schedule was approved and negotiated with the understanding that differences in hours would exist. There is similarly no entitlement to this adjusted time at time of an officer's retirement, death or illness. The record, accounting and dispersal for such time is the sole responsibility of the Chief or his designee. If an individual transfers from being on this new schedule to another schedule, the time will be prorated accordingly.

It is also agreed that in return for implementation of this new schedule and the agreed upon adjustment to be made by the Chief, the union will not support a grievance by one of its members or file a grievance challenging the discrepancy in the hours between those on this new schedule and any other schedules.

Trenton PBA 11

S/ Robert L. Smith

SOA

S/D.C. Joseph Constance

Date: 7/7/95

City of Trenton

S/Gwendolyn Long
Business Administrator

S/Ernest Williams
Chief of Police

SCHEDULE A

TSOA Contract Salary Projections
Promoted before June 30, 1999

	<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Deputy Chief	91,189	94,700	98,346
Captain	79,294	82,347	85,517
Lieutenant	68,952	71,607	74,364
Sergeant	59,957	62,265	64,662

TSOA Contract Salary Projections
Employees Promoted on or after July 1, 1999

	<u>Sergeant</u>
Year 1 (7/1/99)	\$57,500
Year 2	\$59,000
Year 3 (maximum)	\$64,662

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