

**MEMORANDUM OF AGREEMENT**

On this \_\_\_ day of May, 2008, the employer, City of Trenton, ("City"), and the union, AFSCME Local 2286, ("Union"), agree to the following terms and conditions of employment that shall constitute the successor to the collective bargaining agreement between the parties that expired on December 31, 2006.

1. **Term:** January 1, 2007 through December 31, 2011.

2. **Salaries:** All steps on all salary ranges to be increased by the following percentage increases

January 1, 2007	-	3.2%
January 1, 2008	-	3.35%
January 1, 2009	-	3.4%
January 1, 2010	-	3.5%
January 1, 2011	-	3.5%

3. **Health Insurance:** Beginning the effective date of settlement through December 31, 2009, employees shall be assessed a contribution toward the cost of their health insurance in the following amounts: \$19 per pay toward single coverage, \$22 per pay toward all other coverages. Effective January 1, 2010, and thereafter, employees shall be assessed a contribution toward the cost of their health insurance in the following amounts: \$21 per pay toward single coverage, \$24 per pay toward all other coverages.

4. **Prescription Drugs:** Beginning the effective date of settlement through December 31, 2009, employees shall be assessed the following co-payments for the purchase of prescription drugs:

**Retail Purchase**

Generic	-	\$3
Brand Name, No Generic Equivalent	-	\$10
Brand Name With Generic Equivalent	-	\$25

**Mail Order Purchase (90 Day Supply)**

Generic	-	\$5
Brand Name, No Generic Equivalent	-	\$15
Brand Name With Generic Equivalent	-	\$40

Beginning the effective January 1, 2010 and thereafter, employees shall be assessed the following co-payments for the purchase of prescription drugs:

**Retail Purchase**

Generic	-	\$5
Brand Name, No Generic Equivalent	-	\$15
Brand Name With Generic Equivalent	-	\$30

**Mail Order Purchase (90 Day Supply)**

Generic	-	\$10
Brand Name, No Generic Equivalent	-	\$20
Brand Name With Generic Equivalent	-	\$45

5. **Funeral Leave:** Amend the first sentence of Section 17.01 as follows:  
*“Funeral – effective the date of ratification of this agreement funeral leave with pay for immediate family shall be as follows: the maximum funeral leave an employee shall be allowed is to be absent from work for up to five working days from date of death until the date of burial, provided, however, that if the date of burial occurs less than five working days after the date of death, the employee shall nonetheless return to duty the first working day after the date of burial.”* Delete this sentence from Section 17.01: “The leave shall be from the date of death to the beginning of the second working day after the date of burial.”

6. **Committees:** Delete Section 11.02 (safety committee) and Section 29.08 (accident review committee).

7. **Article VIII, Section 8.11:** Time off for Public Safety Telecommunicators to be converted from days to hours based on eight-hour days. Eliminate twelve-hour vacations and leave days.

8. **Step Increments:** See Attachment A.

9. **Red Circling:** See Attachment A.

10. **Article XI, Section 11.05:** See Attachment A.

11. **Clothing Allowance:** Effective January 1, 2009, the parties will institute a voucher system for reimbursing purchasing/maintenance costs actually incurred by the employee, up to the maximum amounts set forth in the contract. The cash payment of a uniform/clothing allowance will be discontinued. The allowance must be used for all new and replacement items. Uniform items must be purchased from the designated vendor only.

12. **Article III, Section 3.01:** Eliminate the “immediate supervisor” step of the grievance procedure. The Division Head shall be the first step of the grievance procedure.

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13. **Article IV, Section 4.05:** Eliminate and replace with the following: *"The parties will follow the civil service procedures set forth Title 4A of the New Jersey Administrative Code pertaining to major and minor discipline."*

14. **Article VII, Section 7.07:** The provision shall remain unchanged, however, the City reserves the right to "scope" this provision before the Public Employment Relations Commission if the Union seeks to arbitrate the provision. Both parties reserve their rights with respect to the issue of the negotiability of this provision.

15. **Article VIII, Section 8.09:** Replace the current provision with the language set forth in Attachment B.

16. **Article VIII, Section 8.11:** Replace the current provision with the language set forth in Attachment C.

17. **Article XI, Section 11.03:** The parties agree to update this provision as necessary to accord with current practice.

18. **Article XI, Section 11.04, first paragraph:** Amend first sentence to read as follows: *"For on the job injuries involving the loss of work time, the City will pay the employee full salary, in accordance with regular payroll procedures, deductions and withholdings, for not more than a one (1) year period."*

19. **Article XIII, Section 13.05, second sentence:** Change "should call" to "shall call."

20. **Article XIII, Section 13.06:** Amend definition of short term absenteeism to six incidents of absence within every rolling 90 day period, excluding absences protected by the federal Family and Medical Leave Act (FMLA).

21. **Article XIII, Section 13.08:** Delete and replace with: "*The City will adhere to all applicable civil service statutes and regulations pertaining to sick leave.*"
22. **Article XIII, Section 13.09:** Delete.
23. **Article XV, Section 15.04:** Payment to be made semi-annually.
24. **Article XVII, Section 17.07:** Delete and replace with the following: "*The City shall comply with all applicable federal and New Jersey statutes pertaining to military leave for public employees.*"
25. **Article XXIV, Section 24.04:** Eliminate. Public Safety Telecommunicators shall receive the same vacation and personal day entitlement as all other bargaining unit employees.
26. **Article XXIX, Section 29.10:** Eliminate.
27. **Article XXII, Section 22.06:** \$100 stipend for holders of Certified Court Administrator Certificates.
28. **Article IV, Section 4.05, third paragraph:** Delete the phrase, "sick leave," and replace with the phrase, "FMLA leave."
29. **Sanitation Workers:** The City agrees to provide appropriate safety striping for sanitation workers' clothing.
30. **Article XXIII, Section 23.01:** Delete "thirty-five cents per mile" and replace with, "*the current IRS rate.*" Add: "*Employees shall record mileage on log sheets to be submitted and approved by the appropriate Department Director.*" Delete the phrase, "...working in the job titles listed under Section 23.03..."

31. **Article XXIII, Section 23.02:** Amend beginning of first sentence as follows: *"In addition, those employees meeting the criteria set forth in Section 23.03, upon presentation of documentation..."*

32. **Article XXIII, Section 23.03:** The parties shall designate representatives who shall review and revise the list of titles that are eligible for the insurance reimbursement under Article XXIII, Section 23.02. A final list of eligible titles will be promulgated within ninety (90) days of the final execution of the parties' contract.

33. **Article VIII, Section 8.01:** Amend last sentence of the first paragraph as follows: *"This will not apply to snow and flood emergencies."* Amend second paragraph as follows: *"Employees will be allowed to use personal and vacation time in hourly increments not more than three times per year for personal and family related emergencies."*

34. **Article VIII, Section 8.06:** The parties agree to update this provision as necessary to accord with current practice.

35. **Article XVIII, Section 18.02:** Increase vision care reimbursement to \$100 for both single and bifocal lenses.

36. **Article XXII, Section 22.06:** The parties agree to update this provision as necessary to accord with current practice, and to re-label the section "certification/licensing reimbursement." Security guards who receive defibrillator training shall receive a \$300 annual stipend. In addition, the parties agree that Clerk-Typist Dawn Ninaltowski shall receive a \$300 annual stipend in recognition of the fingerprinting duties she performs, and shall continue to receive this annual stipend as long as she performs such fingerprinting duties.

37. **Article XXII, Section 22.07:** Eliminate.

38. **Article XXIV, Section 24.02:** Amend second sentence as follows,  
"....otherwise, personal days will be distributed as earned on a pro-rata basis in four month intervals."

39. The parties shall enter into a side letter agreement to resolve the remaining "working out of title" issues raised by the Union during negotiations.

40. **Water System Distribution Technicians:** Effective retroactive to January 1, 2007, there shall be created an additional step on Range 31, available to Water System Distribution Technicians only, which additional step shall be \$1,500 above the otherwise-applicable Maximum step on that Range.

41. **Meal Money for Telecommunications Operators:** Meal money payment for telecommunications operators shall be implemented immediately. The City shall provide retroactive payment of meal money to eligible telecommunications operators for a period of two years prior to the effective date of this Memorandum of Agreement. The Union agrees to withdraw and dismiss its grievance on the issue of meal money for telecommunications operators in exchange for the City's agreement to provide such retroactive payment.

42. Part-time employees hired on or after the effective date of this Memorandum of Agreement are ineligible for health and prescription insurance benefits. "Part-time" shall be defined as any employee assigned to a position for which the regularly scheduled work hours, excluding overtime, are twenty-five or fewer per week, or fifty or fewer hours per bi-weekly pay period.

43. **Miscellaneous**

a. This Memorandum of Agreement constitutes the complete agreement of the parties on all issues that were or could have been lawfully presented for negotiation. Any and

all proposals, counterproposals, and demands not included herein are hereby deemed withdrawn and void.

b. The terms of the parties' January 1, 2002 to December 31, 2006, collective negotiations agreement shall continue in full force and effect except as expressly provided otherwise in this Memorandum of Agreement. In cases of a conflict between the January 1, 2002 to December 31, 2006, collective negotiations agreements and this Memorandum of Agreement that cannot be otherwise reconciled, the terms of this Memorandum of Agreement shall control, but only to extent of said conflict.

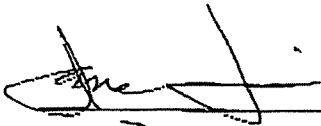
c. The parties shall cooperate with respect to preparing a revised collective negotiations agreement incorporating the terms of this Memorandum of Agreement.

d. The undersigned representatives hereby affirm that they are authorized to enter into this Memorandum of Agreement on behalf of their respective principals and to bind them hereto, provided, however, that this Memorandum of Agreement is subject to ratification by the membership of the Local 2286 bargaining unit and by the Trenton City Council, and is further subject to the approval of the New Jersey Department of Community Affairs, Division of Local Government Services, as required by the FY 2008 Memorandum of Understanding between the City and the State of New Jersey.

e. This Memorandum of Agreement shall be deemed effective (the "effective date") on the date that all ratifications and approvals required under paragraph 43-d have been issued. All specific changes contained in this Memorandum of Agreement shall take effect as of the effective date except as otherwise set forth herein.



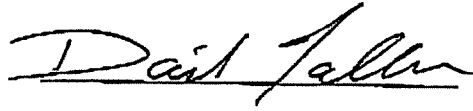
**CITY OF TRENTON**

  
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B.A.

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**AFSCME LOCAL 2286**

  
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## *ATTACHMENT A*

**Article XI, Section 11.05:** Delete the final paragraph of this section and replace with this:

“The Business Administrator or his/her designee shall make the decision regarding the relocation or release of employees under this Section.”

**Red Circling:** Add the following provision to the contract:

“Any employee demoted or reduced in rank or title for any reason, including but not limited to layoff/demotion for reason of economy, efficiency or other related reason, shall thereupon be compensated at the salary level appropriate for the employee’s demotion job title. The employee will be placed on the salary step for the demotional job title that corresponds to the step on which the employee had been compensated for his/her previous title. Any contract provision, City policy or practice inconsistent with this provision is hereby deemed superseded, null and void.”

**Step Increments:** Amend contract to require employees to receive an overall evaluation rating of 2.6 or higher to receive a step increment, in accordance with the following terms:

“Every employee shall be evaluated between March 1 and June 30 each year through use of the February 8, 2006, City of Trenton Performance Evaluation Form and Performance Improvement Plan. The overall evaluation rating set forth on page 9, based on the four-point scale described therein for determining the employee’s Overall Score, shall be the basis for determining eligibility for a salary step increment in the following year.

“During their March-June evaluations, employees who receive an overall evaluation rating of 2.6 or higher shall be deemed eligible to advance to the next step of their salary guide on January 1 of the next year.

“Employees who receive an overall evaluation rating of less than 2.6 on the March-June evaluations shall be specifically advised of the areas in which improvement is needed through use of the Performance Improvement Plan. The employee shall thereupon be placed on notice that he/she is not performing at a level that will warrant receipt of an increment the following calendar year unless improvement is made, and shall be allowed the opportunity to undergo a second evaluation to be conducted between October 1 and December 10 of that calendar year. If the employee thereupon receives an overall evaluation rating of 2.6 or higher on the October-December evaluation, the employee will advance to the next step of his/her salary guide on January 1 of the next year; otherwise, the employee will not receive a step increment.

“It shall be the responsibility of the employee’s immediate supervisor to perform the evaluation(s) on each employee under his/her supervision and to submit a copy of the completed City of Trenton Performance Evaluation Form(s) and Performance Improvement Plan form(s) for each employee to the appropriate division director no later than June 30 and December 10, respectively. The division director shall review and forward the City of Trenton Performance Evaluation Form(s) and Performance Improvement Plan form(s) to the appropriate department head within ten (10) days of receipt of same from the immediate supervisor.

“The Department Director shall be responsible for advising the Office of the Business Administrator as to the employees in his/her Department who are not entitled to salary step increments under this provision.

“An employee who, during the October-December evaluation, receives an overall evaluation rating of less than 2.6 but higher than 2.4 shall be entitled to appeal his or her overall evaluation rating. Any such appeal shall be filed, in writing, with the Office of the Business Administrator within ten (10) days of date the employee acknowledged receipt of the City of Trenton Performance Evaluation Form by his/her signature thereon. The appeal shall be determined by a committee consisting of the City’s Assistant Business Administrator, the City’s Personnel Officer, and the President of Local 2286, which shall issue a written determination on the appeal within thirty (30) days of receipt. The determination of the committee shall be deemed final.

“The withholding of a salary step increment under this provision shall not be deemed disciplinary and may not be appealed to binding arbitration. Notwithstanding same, nothing contained herein shall prevent the City from initiating disciplinary action based upon an employee’s job performance and/or evaluation ratings where appropriate and in accordance with civil service law.

“The City may modify, amend or supplement the City of Trenton Performance Evaluation Form and Performance Improvement Plan in its discretion; provided, however, that there shall no change in the four-point scale described therein for determining the employee’s Overall Score. If the City seeks to implement any change or modification in the four-point scale for determining the employee’s Overall Score, it shall negotiate with the Union to determine a new appropriate threshold for step increment eligibility under the new or modified scoring scale.”

## ATTACHMENT B

### Section 8.09 Policy Regarding Chronic Tardiness

For the purpose of this policy, tardiness shall be defined as reporting to work after the prescribed starting time, whether it be the beginning of the work day, after lunch, or after breaks. Habitual tardiness shall be defined as being late four (4) times or more in one (1) calendar month, six (6) times or more in three (3) calendar months, or ten (10) times or more in one (1) calendar year. The guidelines for the tardiness program are as follows:

- a. If a person is habitually tardy as defined herein, then that person will be subject to a summary suspension of one day. Following such a suspension if the employee feels that extenuating circumstances warrant a review of the case, he/she will have 10 days in which to appeal. A disciplinary hearing will be convened by the Department Director within 30 days of receipt of the appeal to hear the matter. The Department Director's decision shall be final and shall not be appealable.
- b. Instances of tardiness subsequent to the summary suspension referred to above shall subject the

person to disciplinary action as set forth in the New Jersey Administrative Code, and may result in suspension without pay, fine, demotion, and/or termination.

c. Tardiness in excess of fifteen minutes will be charged against the employee's accumulated vacation, compensatory or personal time, or the employee will be docked if no such time is available.

d. The Administration will investigate any allegation of falsification of payroll time sheets brought by the leadership of AFSCME Local #2286. Any person who falsifies a payroll time sheet will be subject to disciplinary action.

e. Notwithstanding the foregoing, each employee will be afforded a five-minute grace period that he or she may utilize four (4) times per month. Latenesses within this grace period, which may be utilized on four (4) times per month, shall not be counted toward habitual tardiness.

Over to Union

10.22.07

## ATTACHMENT C

### Section 8.11

(1<sup>st</sup> paragraph should be rewritten as follows)

The employees of the Communications Center work a schedule of 10-hour days, 3 days on and 3 days off. Communications Center supervisors work the same 3 day on and three day off schedule of 10-hour days. Each employee will have an assigned regular starting time. Assignments to squads and /or starting times will be made on a voluntary basis to the extent possible, providing that the distribution of manpower, titles and skills meets the needs of the City. Section 9.02 a. of the contract will not apply for these employees; instead, time worked beyond ten hours per day will be paid at time and a half.

OK

(Last paragraph remains the same)

\*\*\*This section was adjusted to remove the 12-hour a day pilot language which was tried and determined not to work in this area.

In-service training hours for Communications center employees will be 25 hours per year.