

THIS AGREEMENT, made this 3 day of January, 2000, by and
between:

CITY OF TRENTON, a municipality in the County of Mercer, State of New Jersey,
hereinafter referred to as
"Employer,

and:

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION,
INC., LOCAL NO. 11, TRENTON, NEW JERSEY, 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, police officers and police officers detectives (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 agreement 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:

MEMORANDUM OF AGREEMENT

On this 9th day of April, 2001, the employer, the City of Trenton, ("City"), and the union, PBA Local No. 11, ("PBA"), agree to the following terms and conditions of employment that shall constitute the successor to the collective negotiations agreement between the parties that expired on June 30, 2000.

1. Term: July 1, 2000 through December 31, 2005, inclusive.
2. Salaries: For all current police officers, the contractual salary guides set forth in Article IX, Section 9.01, of the parties' collective negotiations agreement shall increase as follows:

- 1.00% effective 7/1/00
- 3.75% effective 1/1/01
- 3.75% effective 1/1/02
- 3.75% effective 1/1/03
- 2.00% effective 1/1/04
- 2.00% effective 7/1/04
- 2.00% effective 1/1/05
- 2.00% effective 7/1/05

For police officers hired on or after May 1, 2001, the top step of the salary guide shall increase by the percentages set forth above. However, all steps below top step of the contractual salary guides set forth in Article IX, Section 9.01, of the parties' collective negotiations agreement shall increase as follows:

- 0.65% effective 7/1/00
- 2.44% effective 1/1/01
- 2.44% effective 1/1/02
- 2.44% effective 1/1/03
- 1.30% effective 1/1/04
- 1.30% effective 7/1/04
- 1.30% effective 1/1/05
- 1.30% effective 7/1/05

See Attachment A.

3. Holiday Pay: Effective July 1, 2001, holiday pay shall be paid as an addition to the base salary of all bargaining unit employees and shall be paid as part of the bi-weekly base salary, but shall be excluded from the calculation of contractual overtime, premium pay, differentials, degree money and stipends. Only base salary and longevity shall be included in contractual overtime.

4. Prescription Drug: Effective April 1, 2001, the City shall implement the State of New Jersey Prescription Drug Plan for police officers. Also effective February 1, 2001, retirees who are eligible to receive prescription drug insurance coverage at the City's expense shall be provided such coverage under the prescription drug component of their selected State of New Jersey State Health Benefit Program health insurance plan. The City shall reimburse any co-payments in excess of \$5.00 per brand-name prescription and \$0.00 per generic prescription.

5. Detective Pay: Revise Article IX, Section 9.02 as follows:

"All police officers assigned as detectives or plainclothesmen shall receive a differential equal to an additional three percent (3%) of base salary per year.

"The phrase, "assigned as detectives or plainclothesmen" shall be defined as, and limited to, police officers assigned to those specific assignments or posts that were within the Criminal Investigation Bureau of the Trenton Police Department table of organization as of May 1, 2001. Such police officers shall continue to receive detective pay only as long as they remain in such a specific assignment or post within the Criminal Investigation Bureau. Receipt of detective pay shall cease once the officer is assigned out of such an assignment or post.

"Notwithstanding the foregoing, police officers who received detective pay as of May 1, 2001 shall continue to receive detective pay in accordance with the prevailing practices that existed as of May 1, 2001."

6. Community Policing:

- The PBA shall cooperate with City in implementing a full community policing strategy within the existing four consecutive days/nights on, four consecutive days/nights off, ten hour per day work schedule.

- The PBA shall cooperate with management's decision to implement one-man patrol cars where the City determines one-man patrol cars to be appropriate.
- Article VII, Section 7.02, second paragraph, second sentence, and the corresponding language of Appendix A and Appendix B, shall be revised as follows: "The City may revise existing starting times for shifts or establish new shifts within the four consecutive days/nights on, four consecutive days/nights off work schedule (five on, two off work schedule for administrative positions), provided that any such new shift is necessary to meet legitimate service needs or is determined by the City to be necessary for implementation of a full community policing strategy, and provided further that within any single four-day work cycle, the starting and ending times shall not vary by more than plus or minus one half-hour, and provided further that there shall be at least thirteen hours between the regular ending time of one work day/night and the regular start time of the next work day/night."

7. Grievance Procedure: Change references to "Chief of Police" to "Director."

8. Snow Days: Must report to work in order to earn comp day.

9. Funeral Leave: Up to a maximum of four duty days funeral leave for spouse or child, parent, sibling, grandparents, grandchildren, mother-in-law, father-in-law, brothers/sisters-in-law, cousins of the first degree or any relative living in the employee's household. One duty day for aunt, uncle, niece, nephew or cousin beyond first degree.

10. Sick Leave: Establish a Labor/Management Committee consisting of two management and two union representatives, one from the PBA, and one from the TSOA. The Committee will monitor and analyze sick leave policy, usage and abuse and, within 90 days of the ratification of this Memorandum of Agreement, make recommendations to reduce sick leave within the Department.

11. New Hire Schedule: Effective 5/1/01, academy time (four months) does not count toward increments, i.e., each step of the salary schedule shall be for twelve months, with the date of completion of academy training serving as the increment date.

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

b. The terms of the parties' July 1, 1997 through June 30, 2000 collective negotiations agreements shall continue in full force and effect except as expressly provided otherwise in this Memorandum of Agreement. In cases of a conflict between the July 1, 1997 through June 30, 2000 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 City shall prepare a revised collective negotiations agreement incorporating the terms of this Memorandum of Agreement, subject to review and approval by the PBA.

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 PBA Local No. 11 bargaining unit, and by the Trenton City Council. Pending ratification, PERC Arbitrator Robert M. Glasson shall retain jurisdiction.

4/9/01 6:24pm

CITY OF TRENTON

Jack Egan
Jack B. Kelly

PBA LOCAL NO. 11

Ronald Capriano
Ronald Capriano

Trenton PBA - New Increment Schedules (Final)
For 6/1/01 New Hires Salary, Increases Apply To Maximum Only, 65% Salary Increases Apply To Steps

Incumbents		Period	6/30/00	7/1/00	1/1/01	1/1/02	1/1/03	1/1/04	7/1/04	1/1/05	7/1/05
Step	Maximum Step Increase			1.00%	3.75%	3.75%	3.75%	2.00%	2.00%	2.00%	2.00%
	100.00%										

Incumbents (Employees Hired Between 1/1/93 and 6/30/99)											
Academy	4 months	\$24,681	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Probationary	1 Year	\$31,706	\$32,023	\$33,224	\$34,470	\$35,762	\$36,478	\$37,207	\$37,951	\$38,710	\$39,710
2nd year	8 months	\$38,952	\$39,342	\$40,817	\$42,347	\$43,935	\$44,814	\$45,710	\$46,669	\$47,728	\$48,845
3rd year	1 Year	\$42,755	\$43,183	\$44,802	\$46,482	\$48,225	\$49,190	\$50,173	\$51,177	\$52,200	\$53,286
4th year	1 Year	\$46,559	\$47,025	\$48,788	\$50,618	\$52,518	\$53,566	\$54,637	\$55,730	\$56,845	\$58,015
5th year	1 Year	\$50,365	\$50,869	\$52,776	\$54,755	\$56,809	\$57,945	\$59,104	\$60,286	\$61,492	\$62,745
6th year	Maximum	\$54,169	\$54,711	\$56,762	\$58,891	\$61,099	\$62,321	\$63,568	\$64,839	\$66,136	\$67,470

Incumbents (Employees Hired Between 7/1/99 & 4/30/01)											
Academy	4 months	\$23,000	\$23,230	\$24,101	\$25,005	\$25,943	\$26,461	\$26,991	\$27,530	\$28,081	\$28,643
Probationary	1 Year	\$27,500	\$27,775	\$28,817	\$29,897	\$31,018	\$31,639	\$32,271	\$32,917	\$33,575	\$34,245
2nd year	8 Months	\$32,500	\$32,825	\$34,056	\$35,333	\$36,658	\$37,391	\$38,139	\$38,902	\$39,680	\$40,474
3rd year	1 Year	\$37,500	\$37,875	\$39,295	\$40,769	\$42,298	\$43,144	\$44,007	\$44,887	\$45,784	\$46,706
4th year	1 Year	\$43,500	\$43,935	\$45,583	\$47,292	\$49,065	\$50,047	\$51,048	\$52,069	\$53,110	\$54,171
5th year	1 Year	\$49,500	\$49,995	\$51,870	\$53,815	\$55,833	\$56,950	\$58,089	\$59,250	\$60,435	\$61,645
6th year	Maximum	\$54,169	\$54,711	\$56,762	\$58,891	\$61,099	\$62,321	\$63,568	\$64,839	\$66,136	\$67,470

New Employees (Hired on and after 6/1/01)											
Step	Period	6/30/00	7/1/00	1/1/01	1/1/02	1/1/03	1/1/04	7/1/04	1/1/05	7/1/05	
Maximum Step Increase			1.00%	3.75%	3.75%	3.75%	2.00%	2.00%	2.00%	2.00%	
Other than Maximum Step Incr.			0.65%	2.44%	2.44%	2.44%	1.30%	1.30%	1.30%	1.30%	
65.00%											
Academy	4 months	\$23,000	\$23,150	\$23,714	\$24,292	\$24,884	\$25,207	\$25,535	\$25,867	\$26,203	
Probationary	1 Year	\$27,500	\$27,679	\$28,353	\$29,045	\$29,752	\$30,139	\$30,531	\$30,928	\$31,330	
2nd year	1 Year	\$32,500	\$32,711	\$33,509	\$34,325	\$35,162	\$35,619	\$36,082	\$36,551	\$37,026	
3rd year	1 Year	\$37,500	\$37,744	\$38,684	\$39,606	\$40,572	\$41,099	\$41,633	\$42,175	\$42,723	
4th year	1 Year	\$43,500	\$43,783	\$44,850	\$45,943	\$47,063	\$47,676	\$48,295	\$48,922	\$49,556	
5th year	1 Year	\$49,500	\$49,822	\$51,036	\$52,280	\$53,554	\$54,251	\$54,956	\$55,670	\$56,394	
6th year	Maximum	\$54,169	\$54,711	\$56,762	\$58,891	\$61,099	\$62,321	\$63,568	\$64,839	\$66,136	



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ADMINISTRATION

August 6, 2001

Richard D. Loocke, Esq.
Loocke & Correia, Esqs.
24 Salem Street
Hackensack, New Jersey 07601

Re: City of Trenton -and- PBA Local No. 11

Dear Richard:

Based upon our discussion of issues arising from the Memorandum of Agreement between the City and the PBA that was signed on April 9, 2001, the parties agree to resolve all outstanding issues as follows:

1. The parties' contract will contain the applicable salary guides from the parties' prior contract, and the new reduced salary guides described in paragraph 2 of the parties' Memorandum of Agreement (applicable to police officers hired on or after May 1, 2001). See attached schedule.
2. The language on community policing (Paragraph 6) will be amended to include the following, "The City shall provide the PBA with 30 days advance notice of new or revised shifts, except in emergency situations" and "Other than start times, there shall be no change in the four on - four off patrol and five on - two off administrative work schedules."
3. The language on detective pay (Paragraph 5) will be amended to provide
 - a. All officers receiving detective pay as of 5/1/01 will be "grandfathered," and will continue to receive detective pay.

- b. Officers assigned to detective work who were not receiving detective pay as of 5/1/01 will receive detective pay pro rated according to their actual performance of detective work.
- c. "Detective work" means plainclothes investigative work performed by officers assigned to the Investigative Services Division. It is understood that the work formerly performed by officers assigned to the "pro-active" unit falls within this definition of "detective work," and that officers performing such work will receive the detective stipend.
4. With respect to prescription drugs and in all other respects, the Memorandum of Agreement will remain as is.

It is my understanding that with these clarifications, the PBA will support City Council ratification of the Memorandum of Agreement.

Sincerely,



Robert W. Linn

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 nonuniformed police officers and police officer detectives 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 EMPLOYER'S 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 police officers to bring the Division to its proper effectiveness.

The City and the Association hereby agree that officers of the Association will have a total (pool) of thirty (30) 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 P.B.A., or other P.B.A. representatives as provided for under existing State law.

Verbal reports on the usage of this time for union business and its general purpose must be submitted to the Chief of Police, or his designee, prior to usage.

Section 3.02

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 3.03

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 Police Officers' Benevolent Association as provided under N.J.S.A. 11:26C-4.

Section 3.04

The Employer will continue to allow the Association President to conduct union business on City time in accordance with previously negotiated procedures.

Section 3.05

The Association Delegate shall be assigned to a day shift during the delegate's term of office and upon request of the Association and consent of the Department, shall be provided with sufficient time to attend Association meetings without loss of regular compensation.

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 will not engage in any political activity which requires a signature or donation or any other action which would indicate compliance with the officer's request in the municipality in which he is employed, nor shall he engage in any political activity or hold any public office which would violate statutory or common law of New Jersey.
2. Whenever a law enforcement officer has received notice that he is under formal 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 a 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 from 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 proceeding. 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 45 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.

NOTE: NJS 40A:14-147 (AS OF 1988) Provides for additional requirements related to filing of disciplinary charges.

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 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 the law enforcement officer of his rights under the Bill of Rights.

Section 4.03

Notice of departmental charges when served upon an Association member shall contain a separate sheet of paper with the following notation which must be acknowledged in writing by said member when served, and which acknowledgment shall be maintained by the City in its disciplinary file:

"I do ____ do not ____ wish to have my bargaining agent provided with a copy of these charges"

Section 4.04

Written warning slips shall be deleted from an employee's personnel file 180 days from the date of the written warning slip.

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

Section 5.03

The Employer may require at any time during the period of such extended disability as described in Section 5.02, above, that the employee be examined by a physician selected by the Employer for such purpose.

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 of 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 \$18,000.00 for employees retiring prior to December 23, 1998, or exceed \$20,000.00 for employees retiring on or after December 23, 1998.

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 is 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 VIII

COMPENSATION FOR OVERTIME

Section 8. 01

Whenever any member 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 (1 ½) of his regular pay rate (including benefits) for all such overtime. Thus, if an employee shall be required, directed or authorized to work in excess of the number of consecutive hours in his regularly scheduled work 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 employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his 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 prior to the commencement of a tour, or 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 Article 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 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, of more than \$10,000 by the City in overtime payments for the hiring of necessary substitute personnel.

Section 8.07

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 duty and when any such appearance occurs outside 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.

A member who, as part of his duties, is required to appear in Municipal court outside assigned duty hours will be paid 1/2 hour of overtime in addition to the time required for his appearance in order to permit the signing of complaints and any other necessary court papers.

Section 8.08

Whenever a member of the Division of Police, as part of his duties, shall be required to remain after 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 8.09

Whenever a member 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 as 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. This shall apply, however, when a member is called in earlier than his scheduled tour of duty to cover the period of shift overlap.

Section 8.10

Whenever a member 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 hearing, in a manner consistent with the general provisions of Section 8.09 above. Members called to appear as witnesses at police disciplinary hearings shall be paid so 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 witnesses shall be paid, no 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 witness pursuant to the aforesaid provisions.

Section 8. 11

Whenever a member 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 8.09 above. Those defendants who are found guilty of one or more specifications under any particular charge are not to be paid for any time relating to any charge emanating from that particular date.

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

ARTICLE IX

WAGES - DETECTIVE PAY - BREATHALYZER PAY

Section 9.01

The annual salary for Police Officer covered by this agreement is set forth below:

A. For employees hired 1992 or Before

	Effective 07/01/97	Effective 07/01/98	Effective 01/01/99	Effective 07/01/99
Academy Rate				
Probationary Rate				
1	38,737	39,512	40,302	41,753
2	41,042	41,863	42,700	44,237
3	43,346	44,213	45,097	46,720
4	45,649	46,562	47,493	49,203
5	47,952	48,911	49,889	51,685
6	50,257	51,262	52,287	54,169

B. For employees hired between January 1, 1993 and June 30, 1999

	Effective 07/01/97	Effective 07/01/98	Effective 01/01/99	Effective 07/01/99
Academy Rate	22,880	23,338	23,804	24,661
Probationary Rate	29,416	30,004	30,604	31,706
2	36,138	36,861	37,598	38,952
3	39,667	40,460	41,269	42,755
4	43,196	44,060	44,941	46,559
5	46,727	47,662	48,615	50,365
6	50,257	51,262	52,287	54,169

C. For employees hired After 7/1/99

<u>Academy Rate</u>	<u>\$23,000</u>
Probationary Rate	\$27,500
2	\$32,500
3	\$37,500
4	\$43,500
5	\$49,500
6	\$54,169

D. Newly hired officers after January 1, 1993 shall be paid at the Academy Rate until Graduation from the Police Training Academy. They shall then be paid at the Probationary Rate for their 12 month probationary period. Upon successful completion of their probationary period, they shall be paid at Step Two for the remainder of their second year. Subsequent increments shall be given on the anniversary of their original appointment date.

Section 9.02

All police officers assigned as detective or plainclothesman shall receive an additional three percent (3%) of base salary per year.

Section 9.03

There shall be annual payment of two hundred and fifty dollars (\$250) per officer to those persons who are certified breathalyzer experts.

Section 9.04

There shall be an annual payment of \$250 per officer to those persons who are certified radar operators or weapon repair specialists, provided that no officer receives payment for more than one specialty.

Section 9.05

Any police 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 7:00 p.m. in 1993, and on or after 3:30 p.m. in 1994, 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. or 3:30 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 (beginning either January 1st or July 1st).

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.

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. In no event shall employees of the Police Division receive fewer than thirteen (13) paid holidays per year.

Section 10.02

It is recognized by both parties that, by reason of Divisional business, employees of the Division of Police are not able to be excused from working on the thirteen (13) holidays which are enjoyed by other City employees. Therefore, in lieu of receiving days off on such holidays, each employee 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 for any employee beginning on January 1st before the employee reaches the twenty-fourth anniversary of his date-of-hire. For other employees, the holiday pay shall be paid semi-annually, in June and December.

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 death and ending with duty as scheduled on the second calendar day following burial in the event of death of a parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, cousins of the first degree 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 police officer who dies in the line of duty.

ARTICLE XII

PENSIONS

Section 12.01

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

ARTICLE XIII

VACATIONS

Section 13.01

All employees hired prior to December 23, 1998, shall receive the following vacations, with pay:

- a. During the first calendar year, or part thereof, of such employee's employment: one (1) day for each month of partial month employment.
- b. After one year of service but less than 5 years of service: 17 Days.
- c. After five years of service but less than 15 years of service: 24 days.
- d. After 15 years of service but less than 25 years of service: 25 days.
- e. After 25 years of service: 26 days.

Section 13.02

Police Officers hired on after December 23, 1998 shall be entitled to vacation benefits pursuant to the following vacation schedule:

- a. During the first calendar year, or part thereof, of such employee's employment: one (1) day for each month or partial month of employment.
- b. After one year of service but less than five (5) years of service: fifteen (15) days.
- c. After five (5) years of service but less than fifteen (15) years of service: Twenty (20) days.
- d. After fifteen (15) years of service but less than twenty-five (25) years of service: Twenty-five (25) days.
- e. After Twenty-five (25) years of service: Twenty-six (26) days.

Section 13.03

Three (3) of the above vacation days may be taken by every police officer at his discretion provided that 48-hour advance notice is given to the employee's supervisor and provided further that no more than (5) police officers shall be granted approval to take these days during any calendar day and such days are not taken in conjunction with regular vacation periods.

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 and nonservice connected injury time, not including the first fifteen days of sick time actually taken in said year. In event of death of the employee after 25 years of service, said benefits will go to the designated survivor of the employee.

Section 13.05

Members of the Association 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.

Section 13.06

All employees covered by this agreement shall be entitled to all rights under federal and state statutes pertaining to military service leave.

ARTICLE XIV

LONGEVITY PAY - UNIFORM ALLOWANCE

Section 14.01

The Employer shall pay the following longevity plan, expressed as a percentage of base salary:

<u>Years of Continuous Service</u>	<u>Percent of Base Salary</u>
5 years but less than 10 years	2.0%
10 years but less than 15 years	4.0%
15 years but less than 20 years	7.5%
20 years but less than 24 years	9.0%
24 years but less than 29 years	10.5%
29 or more years	11.0%

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 December in the year 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 of \$1,525.00 payable in semi-annual installments during the months of January and July of each year, except that the payment for clothing allowance will be made on a bi-weekly basis for all members who have reached their twenty-fourth anniversary.

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 the expenses incurred in maintaining the City's canines on the home property of such employees, is \$3.50 per day.

Section 14.05

Annual payments for college credits will be made to all members of PBA who have attained college degrees. Payments will

be based on the level of education attained as shown below:

Associate's degree	\$200.00
Bachelor's degree	\$400.00
Masters' degree	\$600.00

ARTICLE XV

HOSPITAL AND MEDICAL INSURANCE

Section 15.01

The employer shall provide, at no cost to the employee, full Blue Cross and Blue Shield insurance coverage, including Rider "J" benefits, and Major Medical for all employees covered by this Agreement and their families.

To the extent permitted by law, all police officers hired on or after January 1, 1996 shall be covered by a managed health care plan, which will provide benefits equal to or better than the current HMO managed health plan. It is understood that new employees shall have the option of selecting coverage from any managed health care program provided by the City. After five (5) years of being covered under the managed care plan, an employee will have the right to switch into the City's Blue Cross/Blue Shield Plan, if such Blue Cross/Blue Shield Plan is still being provided. Any increase in the cost of the premiums as a result of switching into the Blue Cross/Blue Shield Plan will be paid

for by the employee. Any employee who due to special circumstances believes that he/she cannot obtain optimal medical treatment for himself or his dependents under the managed care program, may with approval of a special health benefits committee, to be established and consisting of at least one (1) PBA representative, one (1) management representative and one (1) professional health care expert, switch into any other existing health care insurance program in effect and maintained by the City and have the premiums paid for by the city.

The parties agree that the City shall have the right to change the insurance carrier for health benefits provided:

- a) The change shall provide equivalent or better coverage at no additional cost to the employee except for HMO coverage.
- b) The new carrier shall be a "major" carrier
- c) The City will first confer with union representative before any change in the current plan is implemented

- d) Any disputes pertaining to the above including but not limited to the definition of a major carrier, and definition of "equivalent or better" health benefit coverage, prior to implementation, shall be submitted to final and binding arbitration before Arbitrator Paul Kell
- e) The burden of proof regarding whether an alternate plan is equivalent or better and a "major" carrier is on the City. The City maintains that, by virtue of written notice to the PBA on 10/30/91, this section of the contract now should read in full as follows:

"The employer shall provide, at no cost to the employee, full health insurance coverage with benefits equivalent or better to the coverage in effect as of 12/31/91, except that the employee shall have the option to select a Health Maintenance Organization (HMO) plan and pay the difference in cost."

The PBA maintains, to the contrary, that the earlier provision was "evergreen," and remains in the contract.

Section 15.02

Upon retirement, the City will continue to provide paid health benefits for all eligible employees and their eligible dependents. To be eligible, an employee must meet the three (3) requirements listed below:

1. Have had Twenty-five (25) years of credited service in the New Jersey pension system or must be retired on an approved disability. In disability cases, the employee will be required to pay a premium until the disability has been approved by the Division of Pensions.
2. Be a member of the health benefits plan during the period immediately preceding retirement. If the employee retains an HMO plan, the retiree will be required to pay any excess amount over the cost of the traditional plan.
3. The employee must sign the appropriate forms indicating the desire to continue coverage.

Section 15.03

The City shall make available to employees the same deductible Prescription Drug Plan, which shall be made available to other City employees. The deductible (or co-pay) shall be \$0 for all generic drugs. The current deductible (or co-pay) for all name brand drugs shall be increased from \$3.00 to \$5.00 effective January 1, 1996.

A prescription drug plan or a successor plan shall be provided for retirees unless and until such time the said retirees become eligible for a prescription drug plan from any other source. The effective date for this benefit shall be -for those members of the PBA who retire on or after January 1, 1983 who shall have at least 25 years of service or become permanently disabled in a service-connected incident.

Section 15.04

The City shall continue to provide the same dental and optical insurance coverage, which shall be made available to all other City employees. The reimbursement for an employee's cost for prescription lenses shall be increased January 1, 1994 to \$55 for single vision lenses, and \$60 for bifocals.

Section 15.05

This contract shall not be deemed to reduce the benefits to which a retiring employee may be statutorily entitled pursuant to the Early Retirement Incentive Program offered to members of the Police and Firemen's Retirement System.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.01

In the event that any dispute, difference or grievance shall arise between the Employer and any employee or between the Employer and the Association regarding the interpretation and application of this agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharge of employees), the parties involved in such dispute, difference or grievance shall first make a bona fide attempt at a settlement hereof by the following procedure:

- (a) Complaints may be initiated by an individual employee to the Chief of Police or his Deputy. If the complaint is not adjusted satisfactory at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.
- (b) When the Association wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1 The president of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Chief of the Division of Police or his duly designated representative. The Chief of the Division of Police shall answer the grievance orally within five (5) days.

Step 2 If the grievance is not resolved at Step 1 or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten days in writing to the Director of Public Safety. This presentation shall set forth the position of the Association, and at the request of either party, or 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 setting forth the position of the Employer. Step 3 If the grievance is not resolved at Steps 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing to the Business Administrator. The final decision of the Business Administrator shall be given to the Association in writing within fourteen (14) days after the receipt of the grievance by the Business Administrator. Discussions may ensue in the interim period at the request of either party or the Business Administrator.

- (c) If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure, or if no answer-in writing by the Business Administrator has been received by the Association within the time provided in Step. 3, the Association may demand arbitration of the grievance in accordance with Article XVII - Arbitration, hereinafter set forth.

Section 16.02

Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

Section 16.03

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

ARTICLE XVII

ARBITRATION

Section 17.01

Any grievance or other matter in dispute involving the interpretation or application or the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 17.02

Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 17.03

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

Section 17.04

The decisions of the Arbitrator shall be final and binding on the Association and the Employer.

Section 17.05

Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

Section 17.06

In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration

Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any shall be shared by both parties and each of the parties shall bear its own costs.

Section 17.07

Nothing herein contained shall subject the matters of wages, hours, other fiscal benefits or union recognition to arbitration, it being the specific intention that within the Article XVII and Article XVI relating to grievance procedure shall apply only to the settlement of disputes, differences or grievances between the Employer and any employee or between the Employer and the Associations set forth in Section 16.01 herein.

ARTICLE XVIII

STRIKES AND OTHER JOB ACTION

Section 18.0

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 XIX

MANAGEMENT OF CITY'S AFFAIRS

Section 19.01

The employee recognizes 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 inconsistent with the terms of this agreement, and provided further that such rules and regulation are subject to the grievance and arbitration provisions of this agreement. Section 19.02

The PBA acknowledges the right of the City to, without prior negotiations, institute layoffs and will not interfere in any way with the layoffs of employees in accordance with civil service law and regulations.

The City agrees that the principles of seniority shall apply to employees covered by this Agreement; layoffs shall be in inverse order of seniority, and employees shall be reinstated according to seniority.

ARTICLE XX

ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL,
AND RULES AND REGULATIONS

Section 20.01

The employee hereby recognizes and agrees that the administrative code, administrative manual of the Employer and the rules and regulation 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.

ARTICLE XXI

APPLICABLE LAWS

Section 21.01

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 XXII

No Waiver

Section 22.01

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

ARTICLE XXIII

TERM OF CONTRACT

Section 23.01

This agreement shall be effective as of the 1st day of July, 1997, and shall remain in full force and effect until the 30th day of June, 2000. This agreement shall be deemed a continuing agreement, automatically renewing itself from year to year thereafter except that either party shall have the right of 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 initial term hereof or any-renewal term. 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.

ARTICLE XXIV

MISCELLANEOUS

Section 24.01

Police Show - In recognition of the substantial contribution of the matters set forth therein in which event the provision of this agreement shall prevail. To Police Community relations resulting from the P.B.A.'s annual "Anything May Happen" show, the City hereby agrees to continue the past practice of allowing Association members to participate in rehearsals and performances of this show while on duty, provided, however, that on-duty officers will remain in service at all time, will respond to any and all calls for service, and will not be so assigned (to rehearsals or performances) should such assignment result in reducing the efficiency of the Police Division. It is expressly understood, furthermore, that such on-duty assignment will be made only if such assignment will not result in, or cause the need for, additional manpower on a overtime or straight time basis.

Section 24.02

City and the Union agree to print up a contract book for the PBA. The City will pay for the entire cost of printing of the booklet.

Section 24.03

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.

Section 24.04

The Union and the City agree to establish a Safety Committee comprised of appointees from both parties to review health and safety conditions and make recommendations for improving such conditions.

Gary Gear

Gary Gear, President
P.B.A. Local #11

Leonard Cipriano, Vice President
P.B.A. Local #11

Douglas H. Palmer, Mayor

Jacob Eapen

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
