

MEMORANDUM OF AGREEMENT

On this 5th day of February, 2002, the employer, the City of Trenton, ("City"), and the union, Trenton Superior Officers Association, (TSOA), 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:** The contractual salary guides set forth in 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
3.60% effective 1/1/03
3.60% effective 1/1/04
3.60% effective 1/1/05

3. **Training:** Establish a Labor/Management Committee consisting of two management and two union representatives to review and make proposals with a view toward improving Departmental training. The committee shall not engage in collective negotiations, and shall not be used as a substitute for the contractual grievance procedure.

4. **Holiday Pay:** "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." See side-letter agreement.

5. **Prescription Drug:** Effective April 1, 2001, the City shall implement the State of New Jersey Prescription Drug Plan. 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.

6. **Detective Pay:** Revise Article IX, Section 9.03 as follows:

"All superior officers assigned to detective work shall receive detective pay equal to an additional four percent (4%) of base salary per year, as follows:

a. All officers receiving detective pay as of July 1, 2001 will be grandfathered and will continue to receive detective pay.

b. Officers assigned to detective work who were not receiving detective pay as of July 1, 2001 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."

7. **Community Policing:**

- The TSOA 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 TSOA 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, of the parties' contract, and the corresponding language of the side letter agreement between the parties pertaining to the 4/4 work schedule, shall be amended 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 officers working 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. The City shall provide the TSOA with 30 days advance notice of such new or revised shifts, except in emergency situations. Other than start times, there shall be no change in the four on-four off patrol and five on-two off administrative work schedules."

- No attendance at community and other meetings that fall outside assigned work hours shall be compensated unless the officer is directed by the Police Director to attend.
- Conditions Lieutenants may be assigned to the 4/4 schedule.

8. **Grievance Procedure:** Eliminate the current Step 2 ("Chief's Step"). Change "Public Safety Director" to "Police Director," and make the Director's Step the new Step 2, thereby reducing the number of steps in the grievance procedure from five to four. Allow class economic grievances to be initiated at the new Step 2.

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

10. **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.

11. **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.

12. **Personal Use of Police Vehicles:** Management proposal withdrawn without prejudice.

13. **Convention Leave:** Delete statutory reference in light of the New Jersey State Firemen's Mutual FMBA Local No. 212 v. North Hudson Regional Fire & Rescue decision.

14. **Unresolved Community Policing Issues:** Shall be submitted to Arbitrator Robert Glasson for resolution, on a final offer by package basis. The parties shall

submit their respective positions seven days after ratification of this Memorandum. Arbitrator Glasson shall issue his Opinion and Award no later than seven days after submission of the parties' proposals. Arbitrator Glasson shall be limited to selecting either the City's proposals as a package or the TSOA's proposal as a package.

15. **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 TSOA.

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 TSOA bargaining unit, and by the Trenton City Council. Pending ratification, PERC Arbitrator Robert M. Glasson shall retain jurisdiction.

CITY OF TRENTON

Paul Egan.

[Signature]

TSOA

[Signature]

[Signature]

[Signature]

Robert M. Glaser
Robert M. Glaser
ARBITRATOR

DATE: JANUARY 5, 2002

SUPPLEMENT TO MEMORANDUM OF AGREEMENT

1. Item 4 - Holiday Pay Amend second sentence to read, "Only base salary, longevity and detective pay shall be included in contractual overtime."
2. Item 6 - Detective Pay. Amend paragraph c to include the Internal Affairs Unit.
3. Item 7 - Community Policing: Amend third paragraph, ninth-
eleventh lines, to read, "and provided further that within
any single four-day work cycle, the starting and ending time
shall not ^{be revised} vary by more than plus or minus one half-hour
from the officer's ~~regular start/end time.~~ ~~established~~
~~shift.~~ → ~~is~~ existing shifts."

Dated 14 February 2002

Jacob Eapen.
JACOB EAPEN

William F. Scambra Jr.
WILLIAM F. SCAMBRA JR.