

4017

6/30/99

Collective Bargaining Agreement

CITY OF TRENTON

and

GOVERNMENTAL EMPLOYEES
LABOR COUNCIL

July 1, 1996 - June 30, 1999

Trenton, City of

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AGREEMENT

THIS AGREEMENT, made this 4th day of November, 1996, by and between the City of Trenton, Michigan, hereinafter designated as the "City", and the Governmental Employees Labor Council, hereinafter designated as the "Union".

ARTICLE I PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the City and its employees; set forth the general policy of the City on personnel and procedures; establish uniform and equitable rates of pay and hours of work and other conditions of employment; and provide a method for redress of any grievances the employees may have by virtue of this Agreement.

ARTICLE II RECOGNITION

SECTION 1.

The City of Trenton does hereby recognize the Governmental Employees Labor Council, as the exclusive bargaining representative, as defined in Section 11, of Act 379, Public Acts of 1965 with respect to rates of pay, wages, hours of employment, and other conditions of employment for all full-time Clerks, Typists, and Record Clerks within the Trenton Police Department.

Also excluded are any and all positions which may require a technical or college degree, or the equivalent in combined education and experience.

ARTICLE III RIGHTS OF MANAGEMENT

There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the law and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is recognized by the parties that the government management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility.

ARTICLE IV REPRESENTATION

All employees covered by this Agreement will be represented for the purpose of grievance procedure and negotiations by a committee, composed of one (1) member of the Local Unit Executive Board and the GELC representative. The Committee will meet with the Chief of Police or his designee as often as necessary.

ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties which is claimed to be a violation, misapplication, or misinterpretation of this Agreement, shall be settled in the following manner:

- STEP I. Any employee having a grievance shall first file in writing the alleged grievance with his/her immediate supervisor and his/her steward. The supervisor shall attempt to resolve the matter and shall respond in writing to the steward and employee within five (5) working days, excluding Saturdays, Sundays and Holidays.
- STEP II. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Department Head within five (5) days after the supervisor's response. The Department Head shall respond to the Union Steward or the Grievance Committee in writing within five (5) working days, excluding Saturdays, Sundays and Holidays.
- STEP III. If the grievance still remains unresolved, it shall be presented by the Union Steward, Union Representative, or Grievance Committee to the designated representative of the Mayor and Council in writing within five (5) days after the response of the Department Head. The specifically designated representative of the Mayor and Council shall respond in writing to the Union Steward, Union Representative of Grievance Committee (with a copy of the response to the local union president) within thirty (30) working days, excluding Saturdays, Sundays and Holidays.
- STEP IV. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the designated representative of the Mayor and Council, request arbitration by written notice to the other party. The arbitration proceedings shall be conducted by the Michigan Employment Relations Commission (M.E.R.C.). The request to M.E.R.C. shall be made within two hundred seventy (270) calendar days of the above written notice or the grievance shall be considered withdrawn. A copy of said request shall be sent to the other party.

The costs for the arbitrator's services, including his expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

SECTION 2. TIME LIMIT

No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step I through IV may be extended for good cause shown or mutual consent of the parties.

Failure of the Union to abide by the time limits set forth in Step I through IV above, shall be considered an abandonment of the grievance. Failure of the Employer to abide by the time limits set forth in Step I through IV above shall be considered a granting of the grievance without thereby setting a precedent.

ARTICLE V (continued)
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 3. GRIEVANCE NEGOTIATIONS

Supervision will give official Union representatives the time off from their regular duties for grievance negotiations concerning the meetings identified in Section 1, Steps 2 and 3, or the arbitration hearings associated with Step 4. The Union representatives will give management at least twenty four (24) hours notice as to when the Union has to perform these functions. If the grievance negotiations have to take place during a Union Official's scheduled working hours with the City, the City will pay the representatives their regular rate of pay for all time consumed during such scheduled working hours.

If person(s) have filed grievances and are required by the Union and the City to be present during the grievance proceedings concerning the meetings identified in Section 1, Steps 2 and 3 or the arbitration hearings associated with Step 4, they shall be compensated at their regular rate of pay for all time so consumed during their scheduled working day.

SECTION 4. UNION GRIEVANCE MEETINGS

If the union representatives including the employee(s) having filed grievances need time off from work to meet with G.E.L.C. representatives for internal grievance appeal processes or in preparation for arbitration hearings, the City will release them from work with pay subject to the following conditions:

- A. No more than one (1) employee will be released from work within the entire bargaining unit.
- B. The union will notify the Chief of Police of the need for the released time at least twenty four (24) hours in advance. Such notice will be in writing and include one of the two purposes described above, the date of the meeting, time of the meeting, name of the employee requesting time off and the number of scheduled work hours being requested. A copy of all such notices shall be likewise filed with the City Administrator's office.
- C. The release from work will be allowed only if an overtime situation is not created.
- D. The employee allowed such release from work will be paid with the following limitations:
 - 1. Release from work will not occur before 1:30 P.M.
 - 2. Paid work release will not exceed four (4) hours.
- E. Employees allowed such release from work may be paid in accordance with leave privileges granted in ARTICLE XIX - PERSONAL DAYS, or ARTICLE XIV - VACATIONS as directed by the employee or the employee may request that such release time be unpaid in accordance with ARTICLE XII - SPECIAL LEAVES, SECTION 3. OTHER LEAVE if the time required exceeds SUB-SECTION "D" above.

ARTICLE VI RELIEF PERIODS

Employees covered under this Article shall receive fifteen (15) minutes in each half of the day's work for relief periods. Relief periods shall not be combined with starting, closing, or lunch hours, and shall be taken so as not to conflict with departmental operations.

ARTICLE VII HEALTH & SAFETY

SECTION 1. RESPONSIBILITY

It shall be the mutual responsibility of the City and all its employees to enjoin themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth.

SECTION 2. CONDITION OF EMPLOYMENT

As a condition of employment, all employees shall diligently comply with all city, state, Federal safety rules and regulations that are presently, or are in the future, enacted for the health and safety of the employees.

ARTICLE VIII DISCIPLINARY PROCEDURES

SECTION 1. PURPOSE

The Purpose of this article is not to restrict the right of any group or individual, but to define and protect such rights, and insure cooperation and understanding. Although the severity of discipline increases with continuance of the employees' disregard, it is set forth to be corrective and/or preventive in nature.

SECTION 2. POLICY

The City shall promulgate work rules and regulations covering operations, and said rules will be posted on the Union bulletin board. As a condition of employment, all employees covered under this contract will be required to comply with all work rules and regulations promulgated. Work rules and regulations shall be divided into two categories: Major and Minor.

SECTION 3. MINOR INFRACTIONS:

Any accumulation of violations of Minor Work Rules and Regulations shall be subject to the following disciplinary action:

1. First Offense: verbal warning with a written violation notice given to the employee;
2. Second Offense: within 120 calendar days - written warning;
3. Third Offense: within 120 calendar days - automatic three day disciplinary suspension;

ARTICLE VIII (continued)
DISCIPLINARY PROCEDURES

SECTION 3. MINOR INFRACTIONS (continued)

4. Fourth Offense: within 120 calendar days - automatic three day disciplinary suspension;
5. Fifth Offense: within 120 calendar days, recommend discharge.

The preceding steps will be taken, but any of the steps may be deleted if circumstances and severity warrant.

SECTION 4. MAJOR INFRACTIONS.

Major rules and regulations shall be posted on the Union Bulletin Boards. The disciplinary action will be indicated. Each major infraction shall be considered on an individual and collective basis and disciplinary action will be taken based upon the severity and the number of occurrences.

SECTION 5. USE OF PAST RECORD

In imposing discipline on a current charge, the employer will not take into account infractions which occurred more than twenty-four (24) months previous to the date of the current charge. An employee may not be disciplined for deliberate errors or for mistakes on his/her employment application after eighteen (18) months from his/her date of hire, except for failure to report a felony conviction.

ARTICLE IX
EMPLOYEE DISCHARGE

SECTION 1. DISCHARGE PROCEDURE

The Employer agrees that an employee shall not be peremptorily discharged from and after the date of this Agreement, but that, in all instances in which the employer may conclude that an employee's conduct justifies discharge, such employee shall first be suspended without pay. In cases of suspension prior to formal discharge, the Chief Steward shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be for more than five (5) calendar days and, if the suspension is converted into a discharge, any such discharge shall not be made effective until the end of said five (5) calendar-day period. A written statement of the reasons for a discharge shall be given to the affected employee and to his/her steward. The employer shall decide, during the aforementioned five (5) calendar-day period, dependent upon the facts of the case, whether the suspension already given is considered sufficient, should be extended or reduced, should be converted into a discharge or that no disposition should have been given.

SECTION 2. DISCHARGE SUSTAINED

A discharge may be grieved under the grievance and arbitration procedures starting at the Second Step thereof if the grievance is filed within ten (10) days of effective date of discharge.

ARTICLE IX (continued)
EMPLOYEE DISCHARGE

SECTION 3.

In the event it is decided by the employer under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay as of the start of the suspension.

SECTION 4. RESIGNATION BEFORE DECISION

The acceptance by the employer of the resignation of an employee discharged before final action on the part of the employer will be considered a withdrawal of the charges, and the separation of the employee concerned shall be recorded as a resignation.

SECTION 5. INVOLUNTARY RESIGNATION

Absence for five (5) consecutive working days without notifying the employer shall be deemed a "quit" by the employee. Exceptions may be made by the employer. Such unexcused absence shall cause forfeiture of pay and benefits for the same time period. After such absence, the employer will send to the employees last known address, written notification that his/her employment has been terminated.

ARTICLE X
OCCUPATIONAL INJURY OR DISEASE

SECTION 1.

An employee who is hospitalized or under a doctor's care, who is not able to report to work as a result of an injury or disease sustained while in the direct line of duty for the City, shall receive full pay at his/her regular rate and all fringe benefits, for a period not to exceed 26 weeks. All Workers Compensation checks received during this period must be returned to the City as they are received by the employee. This method of payment shall be applicable to each new injury or disease.

SECTION 2.

If, after the 26-week full-pay period outlined in Section 1, an employee is still unable to report to work, or if an employee exceeds the 26-week full-pay period because of a recurring injury or disease, he/she shall be placed on an extended medical leave and his/her pay shall be as prescribed by Workers Compensation Laws.

SECTION 3.

During the time an employee is on an extended medical leave as per Section 2, he/she shall accrue no sick, vacation or personal days, nor receive any holiday pay. He/she will receive longevity pay prorata for the year in which extended medical leave begins and the year in which extended medical leave ends, provided the employee returns to work before November 30th of that year, and has not received longevity pay for that year.

ARTICLE X (continued)
OCCUPATIONAL INJURY OR DISEASE

SECTION 4.

The length of time an employee is forced to be off work due to a compensable injury or disease shall be included in the computation of his/her length of service with the City.

SECTION 5.

Personal Days, Holidays, and Vacation Days that he/she had earned prior to and through the first six months of injury, will be paid to the employee prior to the end of the six month period following the injury if the employee so elects. These benefits will not be banked for more than an additional six months.

SECTION 6.

After the initial six month period, if an employee is still eligible for work disability benefits under the Workers Compensation Law, the employee may elect a salary payment which, with his/her work disability payment from Workers compensation, equals his/her regular net salary (gross income - less social security, federal and state tax, and retirement deductions). The total hours necessary to equal this payment will be charged against his/her sick time accumulation for each pay period an employee receives this additional payment.

SECTION 7.

The City will continue payments on life and health insurance, in the manner specified in this Agreement, during an employee's full pay period, as in Section 1, and/or during an employee's extended medical leave, as in Section 2, or until said employee is entitled to: (1) complete disability pension; or (2) Medicare; and/or (3) Medicaid.

SECTION 8.

Before an employee can return to work after a compensable injury or disease, he/she must submit to a physical examination by the City authorized medical facility/specialist, and present a doctor's certificate stating that he/she is fit to return to work.

SECTION 9.

If there are no restrictions placed on the employee by the City authorized medical facility/specialist, the employee may return to his/her old classification. The employee will be given a thirty (30) working-day period in which to prove that his/her full capabilities are restored. The employee may be required to be re-examined by the City authorized medical facility/specialist if the Administration does not agree as to the employees capabilities of performing the job assignments.

ARTICLE X (continued)
OCCUPATIONAL INJURY OR DISEASE

SECTION 10.

If there are any restrictions placed on the employee by the above-mentioned doctor's certificate, and/or by the examination of the City authorized medical facility or doctor, said employee shall be reclassified as a "restricted employee." In this classification, the employee shall receive the rate of pay and classification he/she was receiving on the date of injury. The employee will receive no increases above this rate until such time as the rate of pay and classification of the position which the employee can perform exceeds the rate being paid. Said employee shall remain as a restricted employee and be assigned jobs in any department where such jobs exist or can be performed until such time as all restrictions are removed by the City authorized medical facility or doctor. Upon the relinquishment of any restrictions on the employee by the Doctor, the employee will follow the procedure as outlined in SECTION 9 above.

SECTION 11.

The employee, or his/her designee, shall report at least once per week to the Chief of Police or designee regarding his/her physical condition, to assure management the opportunity to properly schedule work. The employee shall notify the City at least five (5) working days before reporting back to work.

ARTICLE XI
NON-OCCUPATIONAL INJURY OR ILLNESS

SECTION 1.

An employee who is hospitalized or under a doctor's care, or who is not able to report to work as a result of non-compensable injury or illness, shall use all accrued personal days, earned vacation days and accumulated sick days available at the start of his/her injury or illness. He/she will then be classified as an inactive employee on extended medical leave of absence and shall accrue no vacation days, sick days, personal days, longevity, etc.

SECTION 2.

The length of time an employee is on extended medical leave of absence due to a non-compensable injury or illness shall not be included in the computation of his/her length of service with the City.

SECTION 3.

The City shall continue to pay life and health insurance premiums in accordance with ARTICLE XVII - INSURANCE BENEFITS for such an inactive employee for a period of twelve months, starting from the date on which all accrued sick days, personal days, vacation days and floating holidays are exhausted, unless terminated as indicated below.

If an employee does not return within twenty six (26) weeks after the exhaustion of sick, vacation and personal days, he/she shall furnish to the City a certificate stating the employee's condition at the end of the twenty six (26) week period. The certificate must also state if the employee can be expected to return to work and perform satisfactorily within the second twenty six (26) week period. If the doctor's report indicates the employee will not return within the second twenty six (26) week period,

ARTICLE XI (continued)
NON-OCCUPATIONAL INJURY OR ILLNESS

SECTION 3. (continued)

his/her employment will be terminated at the end of the first twenty six (26) week period. If the doctor's certificate indicates the employee will return within twenty six (26) weeks, the employee will be given a twenty six (26) week extension. The maximum length of time given to an employee will be fifty two (52) weeks before employment is terminated.

SECTION 4. REPORTING

During the fifty two (52) week period mentioned in Section 3 above, and/or during any special leaves granted for non-compensable injury or illness, the inactive employee or his/her designee shall report once per each week to his/her department head regarding his/her physical condition to assure management the opportunity to properly schedule work in its respective departments. The employee shall notify the City at least five (5) working days before reporting back to work.

SECTION 5.

Before an employee can return to work after a non-occupational injury or illness, the inactive employee shall have a physical examination by the treating physician and present a certificate signed by the treating physician stating that the inactive employee is physically able to return to active employee status.

The City administration reserves the right to re-examine the inactive employee by the city's authorized medical facility/specialist.

The City will have five (5) working days from receipt of the treating physician's certificate in which to schedule the return to active employee status.

SECTION 6.

If there are no restrictions placed on the employee by the above mentioned doctor's certificate, and/or the examination by the City authorized medical facility/specialist, the inactive employee may return to his/her old classification. The employee will be given a thirty (30) day working period in which to prove that this/her full capabilities are restored. If the City administration determines that the employee is not capable of performing the job assignments, the employee will be examined by an independent medical facility/specialist to determine the ability of the employee to continue working. If the employee can work with restrictions then Section 7 will apply. If, however, the employee cannot return to work then the provisions of Section 3 will continue as uninterrupted. The independent medical facility/specialist will be mutually agreed upon between the treating physician and the City's medical facility/specialist. The employee may be required to be re-examined by the City authorized medical facility/specialist if the Administration does not agree to the employee's capabilities of performing the job assignments.

ARTICLE XI (continued)
NON-OCCUPATIONAL INJURY OR ILLNESS

SECTION 7.

If there are any restrictions placed on the employee, as a result of the physical examinations required in Sections 5 or 6, said employee shall be reclassified as a "restricted" employee. In this classification, the employee shall receive the rate of pay of the classification of which he/she can perform. Said employee shall remain as a "restricted" employee and be assigned jobs in any department where such jobs exist or can be performed until such time as all restrictions are removed by the City authorized medical facility or doctor. Upon the relinquishment of any restrictions on the employee by the City authorized medical facility or doctor, the employee will follow the procedure as outlined in Section 6 above.

ARTICLE XII
SPECIAL LEAVES

SECTION 1. FUNERAL

Employees shall be given necessary time off with pay to make preparations for and attending the funeral and burial of an immediate member of the family. An immediate member of the family for this purpose shall be deemed to be husband, wife, parent or parent-in-law, child, stepchild, grandchild, grandparents or grandparents-in-law, brother, sister, brother-in-law, sister-in-law. The Mayor or the Mayor's designee shall determine the amount of time that an employee be given off to make any arrangements pertaining to the above stipulated funeral and burial time.

Personal leave days or compensatory leave will be granted to employees for attendance at funeral services for a person not specified above when a close personal relationship is shown by documentation and/or approved written request.

SECTION 2. EXTENDED LEAVE

Extended leave may be granted only in the case of appointment or elections to Union office or Government Service. This shall be no more than of a 24-month duration. If granted there shall be no accrual of wages, benefits or seniority whatsoever.

SECTION 3. OTHER LEAVE

For any leave of absence other than SECTION 2, or elsewhere in this Agreement, a limit of not more than thirty (30) working days may be granted. An additional thirty (30) working days may be granted upon approval of management for unexpected or mitigating circumstances.

SECTION 4. JURY DUTY

Employees of the City who are required to serve on a local, state, or Federal Jury will be paid for such time by the City on the basis of not to exceed eight (8) hours per day for forty (40) hours per week times the individual employee's straight time hourly rate (no shift premium). To be eligible for above payment, the employee must endorse over to the City, the pay check(s) or money which he/she receives from the court. In the event the money received by the employee is more than the amount as calculated in the above, the excess is to be returned to the employee. Any mileage and other expense money received by the employee on jury duty may be retained by the employee.

ARTICLE XII (continued)
SPECIAL LEAVES

SECTION 4. JURY DUTY (continued)

In addition, the City will pay an employee for any loss of time from his/her straight time hours of work when such an employee is required by a Jury Commission to be present for an interview.

SECTION 5. MILITARY SERVICE

Any employee who has completed his/her probationary period with the City, who is called into the Armed Forces of the United States of America, shall be given two (2) weeks pay at his/her regular rate of compensation on his/her last day of employment.

SECTION 6. MATERNITY LEAVE

A leave of absence for a maximum of six (6) months shall be granted for maternity purposes to female employees on the following basis:

A. NOTIFICATION.

As soon as the employee determines she is pregnant, she must notify the Human Resources Office in writing, with a statement from her physician which provides an estimate of the delivery date and an evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.

B. COMMENCEMENT.

The employee must notify the Human Resources Office, in writing, by the end of her fourth month of pregnancy, of the date she wishes to commence her leave of absence. Such notice must include a written statement from her physician attesting the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon reasonable request.

C. Such leaves shall be granted without pay, but the employee may elect to utilize her accrued sick days, vacation days, and personal days. There will be no loss of longevity and seniority during the six (6) months of maternity leave and the City will continue payment of Health and Life insurance during said six (6) months.

D. When accumulated sick leave, accrued vacation and personal days are used up, or employee elects not to use this option, the employee will be considered as an inactive employee on an extended medical leave of absence and shall accrue no vacation, sick days, personal days, etc. The City will continue payments on Life and Health Insurance for a period of sick (6) months from initial day of maternity leave.

ARTICLE XII (continued)
SPECIAL LEAVES

SECTION 6. MATERNITY LEAVE (continued)

E. DURATION.

The leave will be granted from time required but not to exceed (6) months. Approval for an extension will be considered upon a request which outlines the reasons therefor. The employee may return at any time during that period, provided she notifies the Human Resources Office at least thirty (30) days prior to the date she wishes to return and furnishes a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities. If an employee fails to notify the Human Resources Office within thirty (30) days prior to the expiration of such leave or provides notice and fails to return within six (6) months from the date the leave commenced, or does not request an extension of leave, she shall be deemed to have resigned and the obligation to provide a position to her will cease.

F. RETURN FROM LEAVE.

Upon her return from leave, the employee shall have the right to displace an employee with less seniority in the same classification in which she worked at the time her leave of absence was granted. Temporary or part time help may be used for the duration of the employee's maternity leave only after all bargaining unit employees have been upgraded accordingly when qualified.

ARTICLE XIII
UNION DUES AND INITIATION FEES

SECTION 1. MAINTENANCE OF MEMBERSHIP

Any employee who is a member in good standing of the Union at the end of thirty (30) days after the date this provision becomes effective, or who thereafter joins the Union during the term of this Agreement, shall remain a member of the Union in good standing as a condition of employment with the City. For the purpose of this section, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and initiation fees uniformly required as a condition of membership.

SECTION 2. AUTHORIZATION FOR PAYROLL DEDUCTION FORM

During the life of this Agreement and in accordance with the terms of the form of Authorization of Payroll Deduction of dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the following: "Authorization for Payroll Deduction of Dues" form. Employees may tender the initiation fees and monthly membership dues by signing the Authorization for Payroll Deduction of Dues form, or may pay the same directly to the Union.

ARTICLE XIII (continued)
UNION DUES AND INITIATION FEES

SECTION 3. DEDUCTIONS

Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement. The employer shall have no responsibility for the collection of initiate fees, membership dues, special assessments, or any other deduction not in accordance with this Agreement.

SECTION 4. DELIVERY OF EXECUTED AUTHORIZATION OF PAYROLL DEDUCTION FORM

A properly executed copy of such Authorization for Payroll Deduction of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the employer.

SECTION 5. WHEN DEDUCTIONS BEGIN

Payroll Deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

The Union will provide to the employer any additional amended or corrected Authorization for Payroll Deduction of Dues forms under which Union membership dues are to be deducted. An employee may voluntarily cancel or revoke the Authorization for Payroll Deduction upon thirty (30) days' written notice to the employer and the Union.

SECTION 6. REMITTANCE OF DUES TO FINANCIAL OFFICER

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the twenty-fifth (25) day of the month. The employer shall furnish the designated financial officer of the Local, monthly, with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues forms but for whom no deductions have been made.

In case a deduction is made which duplicates a payment an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and Bylaws, refund to the employee will be made by the Local Union.

The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of any sum other than that constituting actual deductions made from wages earned by employees.

SECTION 7. LIMIT OF EMPLOYER'S LIABILITY

The employer shall not be liable to the Union by reason of requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

ARTICLE XIII (continued)
UNION DUES AND INITIATION FEES

SECTION 7. LIMIT OF EMPLOYER'S LIABILITY (continued)

The Union will protect and save harmless the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this ARTICLE.

SECTION 8. AGENCY SHOP

Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues; provided, however, that all part-time and/or temporary employees not considered members of the City's Classified service (full-time) shall not be required to pay any service charge, and the same shall be expressly waived by the Union.

ARTICLE XIV
VACATIONS

SECTION 1.

A new employee on his/her first anniversary date will be entitled to his/her first year vacation allowance. This must have approval of the Chief of Police and must be taken before the next March 1st. All employees beginning their second (2) year through fifth (5) year of continuous employment prior to March 1st of any given year shall be entitled to ten (10) working days of paid vacation at their regular hourly or weekly rate of pay. All employees beginning their sixth (6) year through tenth (10) year of continuous employment prior to March 1st of any given year shall be entitled to fifteen (15) working days paid vacation at their regular hourly or weekly rate of pay.

SECTION 2.

All employees beginning their eleventh (11) year of continuous employment prior to March 1st of any given year shall be granted one and one-half (1 1/2) additional vacation day for each year of service over ten (10) years for a maximum of thirty (30) days.

SECTION 3.

Employees shall be permitted to choose either a split or entire vacation. A vacation week must coincide with the regular work week as stated in Article XXIV. All requests must be complete work weeks except the employee may retain no more than five (5) days' vacation which may be split or used individually with approval of the Chief of Police.

Exceptions to this scheduling may be made with the approval of the Chief of Police in those areas with a seven-day operation.

SECTION 4.

All vacations must be taken within the period (March 1 to March 1) and vacation allowance cannot be accumulated or extended into the next period.

ARTICLE XIV (continued)
VACATIONS

SECTION 5.

All vacation schedules shall be prepared by February 1 and scheduling must be completed by March 1. Selection of vacation periods shall be on a departmental seniority basis.

SECTION 6.

All vacation schedules must be approved by the Chief of Police and changes cannot be made without their approval.

SECTION 7.

Effective January 1, 1997, in the case of the death of the employee all unused earned vacation shall be paid to the surviving spouse or the estate.

ARTICLE XV
SICK LEAVE BENEFITS AND REGULATIONS

SECTION 1. USE OF SICK TIME

All employees shall be entitled to fifteen (15) working days of sick leave per year. All employees who are off due to sickness five (5) or more days without presenting a doctor's certificate shall present a doctor's certificate to the Chief of Police on their return to work at the request of the Chief of Police.

If the employee presents a doctor's certificate for any of those five (5) days, the days that are so certified will not be counted in the computation for the mandatory doctor's certificate.

SECTION 2.

Employees shall carry forward on March 1 of each year all unused credits with unlimited accumulation. Upon departure from City employment, these employees shall receive compensation in the sum equivalent to one-half (1/2) of their accumulation sick leave credits up to 150 days at their prevailing hourly rate. Surrender value not to exceed a maximum of 50 percent of 150 days.

Effective March 1, 1998, any employee whose accumulated sick bank exceeds 1,800 hours shall have the option of receiving or deferring a premium payment for the total agreed in this section. If the employee chooses this premium payment, the premium payment will be limited to a lifetime total of one half (1/2) of 150 days and the employee will be required to exercise their selection by March 15th of the year in which the 1,800 hour sick bank minimum is reached. Premium payments will be made after the 1st of July of each year. This payment will be made in increments of one half of thirty (30) days annually on or before August 15th. The remaining days will be carried forward as per this section without monetary compensation at retirement. This sick leave premium payment will not be included as annual compensation for purposes of pension nor is it to be included in the computation of the base hourly rate.

ARTICLE XV (continued)
SICK LEAVE BENEFITS AND REGULATIONS

SECTION 3.

In case of an employee's death, sick leave benefits shall be paid to the employee's heirs at 65% of accumulated sick time subject to the maximum allowable in accordance with Section 2.

SECTION 4. ABUSE OF SICK TIME

If the Human Resources Office has reason to believe that an employee is excessively absent and/or sick leave is being abused or misused, it shall be investigated by the appropriate City representative. The results of such investigation shall be reported to the City Administrator. If the employee presents obstacles to the investigation, he/she shall not be paid for the sick day or days. If the City Administrator finds that an employee is excessively absent and/or abusing or misusing sick leave, such an employee shall be subject to the disciplinary procedures.

ARTICLE XVI
HOLIDAYS

SECTION 1.

All employees shall be paid for the following holidays:

- New Year's Day
- President's Day (formerly Washington's Birthday)
- Memorial Day
- July 4th
- Labor Day
- Veteran's "Armistice" Day
- Thanksgiving Day
- The day following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- Two (2) Floating Holidays

Floating holidays will be by his/her choice; the employee must notify management one (1) week in advance and receive approval from the Chief of Police. Effective July 1, 1996, new employees will not be credited with floating holidays until they have completed their probationary period.

SECTION 2. EMPLOYEES ON A MONDAY THROUGH FRIDAY WORK SCHEDULE.

- A. When a holiday (other than a floating holiday) falls on a Saturday an employee shall receive a 6th day's pay at his/her regular rate when the Saturday holiday is not worked; when the Saturday holiday is worked, overtime provisions shall also apply.
- B. When a holiday (other than a floating holiday) falls on a Sunday, an employee shall have Monday recognized as the holiday.

ARTICLE XVI (continued)
HOLIDAYS

SECTION 2. EMPLOYEES ON A MONDAY THROUGH FRIDAY WORK SCHEDULE (continued)

- C. When two holidays (other than floating holidays) fall consecutively on Sunday/Monday, an employee shall have Monday/Tuesday recognized as the holidays.
- D. Double time shall be paid for hours worked by an employee on a holiday (other than floating holidays).

ARTICLE XVII
LONGEVITY PAY

Payments shall be based upon the number of years completed as of November 30 of any given year.

SECTION 1. PAYMENT

All employees with five (5) years' continuous employment with the City shall receive three hundred dollars (\$300.00). For each year of employment thereafter, he/she shall receive an additional thirty dollars (\$30.00) up to the 20th year of consecutive service, and thirty-five dollars (\$35.00) starting with the 21st year of consecutive service, to a maximum of eight hundred ten dollars (\$810.00).

Effective July 1, 1998, the maximum is eliminated.

SECTION 2.

Longevity pay is payable between November 1st and November 15th of any given year.

ARTICLE XVIII
INSURANCE BENEFITS

SECTION 1.

The City shall provide for its employees and pay the full family cost of present coverage or the equivalent coverage with another company (BC/BS with riders D45M, Master Medical, MVF1 with \$5.00 Deductible Drug Prescription, ML rider, OB rider, RM rider, FAE rider, VST, and Reciprocity Rider). The City will also pay the full cost of the Family Continuation Rider. All increases to be paid for by the City.

Employees who are eligible to be covered by health insurance through their spouse's employer, or elsewhere, may elect to drop the City's coverage and receive a deferred cash benefit of \$100.00 monthly, which will be deposited in a deferred income account in the name of the employee. If such an election is made and the employee's eligibility for the alternative coverage ceases, the employee may immediately re-enroll into the city's health insurance plan then available. The IRS implications of this type change would need to be identified. This program will take effect only after the appropriate legal measures have been complied with, so as not to jeopardize the non-taxable status of the entire health insurance program.

ARTICLE XVIII (continued)
INSURANCE BENEFITS

SECTION 2.

The City will pay full cost of retirees' health insurance, including spouse, and continuing for dependent children up to the end of the year they attain the age of nineteen, or continuing thereafter for physically or mentally handicapped dependent children. (BC/BS with riders D45M, Master Medical, MVF1 with \$5.00 Deductible Drug Prescription, ML rider, RM rider, and FAE rider, VST, and Reciprocity rider, or the equivalent coverage with another company). All increases to be paid for by the City.

Effective for employees hired after July 1, 1996, the City will pay the cost of the employee's retirement health insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility as follows:

If at the time of retirement the employee's age when added to service years solely with the City of Trenton is equal to a total of 80 years, of which a minimum of 15 years is service with the City of Trenton, the City's obligation to provide for health insurance will continue for the employee and/or spouse. The City's portion of the cost of this benefit will continue upon the death of the retiree for the spouse, until death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for health insurance benefits from other employment or through a spouses employment after retirement from the City. If at any time the health insurance with the other employment is terminated the retiree may immediately re-enroll on the City health insurance coverage. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

SECTION 3. DENTAL

- A. The City will provide and pay the cost of a full family dental insurance program as set forth in the insurance policy covering all maintenance procedures to eighty percent (80%) of reasonable and customary fees.
- B. Benefits will be provided at fifty percent (50%) for restorative work subject to a Fifty-Dollar (\$50.00) calendar year deductible per individual with a maximum of One Hundred Fifty Dollars (\$150.00) per family. The City will provide benefits for orthodontia, subject to a Fifty Dollar (\$50.00) deductible with the benefits of Seven Hundred Fifty-Dollars (\$750.00). Effective July 1, 1996, the lifetime cap on orthodontia benefits is increased to One Thousand Dollars (\$1,000.00).
- C. The City will provide retirees with dental benefits as above until they reach age 65.

Effective for employees hired after July 1, 1996, the City will pay the cost of the employee's retirement dental insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility, as follows:

If at the time of retirement the employee's age when added to service years solely with the City of Trenton is equal to a total of 80 years, of which a minimum of 15 years is service with the City of Trenton, the City's obligation

ARTICLE XVIII (continued)
INSURANCE BENEFITS

SECTION 3. DENTAL (continued)

C. (continued)

to provide for dental insurance will continue for the employee and/or spouse. The City's portion of the cost of this benefit will continue upon the death of the retiree for the spouse, until death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for dental insurance benefits from other employment or through a spouses employment after retirement from the City. If at any time the dental insurance with the other employment is terminated the retiree may immediately re-enroll on the City dental insurance coverage, subject to the above age restrictions. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

SECTION 4. OPTICAL

- A. The City will provide the cost of the full family plan as set forth in the policy for a comprehensive optical insurance plan allowing for full vision care subject to a Ten Dollar (\$10.00) deductible at all participating optometrists.
- B. The City will provide retirees who retire after ratification of this contract with optical benefits as above until they reach age 65.

Effective for employees hired after July 1, 1996, the City will pay the cost of the employee's retirement optical insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility, as follows:

If at the time of retirement the employee's age when added to service years solely with the City of Trenton is equal to a total of 80 years, of which a minimum of 15 years is service with the City of Trenton, the City's obligation to provide for optical insurance will continue for the employee and/or spouse. The City's portion of the cost of this benefit will continue upon the death of the retiree for the spouse, until death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for optical insurance benefits from other employment or through a spouses employment after retirement from the City. If at any time the optical insurance with the other employment is terminated the retiree may immediately re-enroll on the City optical insurance coverage, subject to the above age restrictions. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

ARTICLE XVIII (continued)
INSURANCE BENEFITS

SECTION 5.

The City will provide and pay the full cost of a Group Life Insurance Policy plus Accidental Death and Dismemberment at one times annual base wage in accordance with ARTICLE XXVI - WAGES.

Effective July 1, 1996, the employee may elect to double the amount of life insurance at the employee's expense. This election will be available subject to the provisions of the insurance company.

SECTION 6.

Retirees will be provided with a \$4,000.00 Life Insurance Policy. The full cost to be paid for by the City.

SECTION 7.

The effective date of all new insurance and policy changes shall be the next eligible enrollment date after the ratification of this contract by the Union and the City unless otherwise specified.

SECTION 8. FUNERAL BENEFITS

Funeral expenses to the extent of Two Thousand Five Hundred (\$2,500.00) dollars will be paid by the City of Trenton for any employee killed while on the job or in the line of duty, or as a direct result of an injury or illness received on the job or in the line of duty.

ARTICLE XIX
PERSONAL DAYS

SECTION 1. CONNECTED TO SICK DAY USE.

All employees not using more than five (5) sick days per year shall have three (3) personal business days on the following July 1. An illness or injury, excluding parturition, consisting of five or more consecutive days (July 1 through June 30), verified by a doctor's certificate, shall be excluded from the computation of the five (5) sick days.

SECTION 2. NOT CONNECTED TO SICK DAY USE.

All employees covered under this contract will receive one (1) additional personal day not connected to sick days. Personal Business Days must be approved by the Chief of Police. Personal Days must be taken within the following July 1 to June 30 period.

Effective July 1, 1993, all employees covered under this contract will receive one (1) additional personal day for a total of two (2) days not connected to sick days. Personal Business Days must be approved by the Chief of Police. Personal Days must be taken within the following July 1 to June 30 period.

**ARTICLE XX
UNIFORM ALLOWANCE**

Uniform allowance shall not apply to clerical employees.

**ARTICLE XXI
PENSION BENEFITS**

SECTION 1.

All employees shall be covered by Michigan Municipal Employees Retirement System (MMERS). The retirement benefit vesting will be in accordance with the MMERS plan.

The City agrees to the retirement benefit at age fifty (50) with twenty-five (25) years service without reduction of benefits as offered by MMERS (Rider F-50).

The City agrees to retirement Benefits Program FAC-3: final average compensation is computed on the highest 36 consecutive months of earnings, divided by 3.

The City agrees to retirement Benefit Program B-3: 2.25% of member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of member's final average compensation.

SECTION 2.

Effective July 1, 1996, all new employees hired on or after this date will not be eligible for any of the above Section 1 provisions. Operating under Section 401(a) of the Internal Revenue Service Code, all employee contributions will be made on a pre-tax basis. Employees hired after July 1, 1996, will be required to contribute a mandatory six (6%) percent of the employees' base wage, excluding overtime or any other special payments, to a defined contribution retirement system. The City will contribute an amount equal to the employees contribution of six (6%) percent of this same base wage amount on behalf of the employee to the defined contribution retirement system. These contributions will begin upon the successful completion of the employee's probationary period. The portion of contributions made by the employer will not transfer to the employees account until the employee has achieved five (5) year of service.

If the existing MERS pension program is changed to allow inclusion of employees in a defined contribution program or to permit covered employee's a one time irrevocable option to join a defined contribution program, the employee will have the right to convert from any existing defined benefit program.

ARTICLE XXII SENIORITY

SECTION 1. PROBATIONARY EMPLOYEES

New employees hired in the unit working toward a regular or permanent classification shall be considered probationary employees for the first six (6) months of employment. In the event of a duty related or non-duty related illness or injury the probationary period will be extended to reflect a full six (6) months of service. When an employee finishes the probationary period, he/she shall be entered on the seniority list for seniority from the date of employment. There shall be no seniority among probationary employees. The employer may dismiss or terminate a probationary employee without recourse to the grievance procedure or other disciplinary review procedures provided in this Agreement. If for any reason, other than illness or injury, the probationary period is to be extended, there will be mutual consent of both the City and Union.

SECTION 2.

Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

SECTION 3. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their department which they can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform.

SECTION 4. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President shall, in the event of a layoff continue to work at all times when one or more department or fractions thereof are at work, provided they can perform any of the work available.

SECTION 5. POSITIONS ABOLISHED

An employee whose position is abolished shall be entitled to the classification for which his/her seniority and ability warrants. Before any position is abolished, the City will advise the Union committee of its intent to do this and the reasons therefor.

SECTION 6. LAYOFFS & RECALLS

In case of layoffs, seniority shall be on a departmental seniority basis as listed here:

Employees laid off shall be entitled to work in another classification in which their union seniority and ability warrant. The employee shall have up to a thirty (30) working-day time period in which to qualify. Employees who have not qualified at the end of the thirty (30) working-day trial period will be placed on the recall list in the position their union seniority warrants.

Before any lay-offs occur within a department part-time, seasonal and/or temporary employees in that department will be laid off.

ARTICLE XXII (continued)
SENIORITY

SECTION 6. LAYOFFS & RECALLS (continued)

The recall of laid-off employees shall be by union seniority, ability and physical capability. When a recall occurs, the City shall notify the employee at the top of the recall list by certified mail of the position to be recalled. Employees shall have five (5) days in which to notify the City of their decision. Employees who turn down a recalled position shall maintain their place on the recall list. The burden shall be on the employee as to notification where they can be reached for recall.

Recalled employees shall have up to a thirty (30) working-day time period in which to qualify. Employees who do not qualify at the end of the trial period shall return to the recall list in the position their union seniority warrants.

SECTION 7.

A seniority list shall be presented to the Union by the City every six (6) months. Any employee with the same seniority date shall be considered in the order they reported for their first (1st) day of work for any situation bringing about the need for determination any seniority.

SECTION 8. LOSS OF SENIORITY

An employee shall lose his/her seniority standing upon voluntary resignation or disciplinary separation from employment with the City.

SECTION 9. MILITARY SERVICE

The length of an employee's service with the Armed Forces in the United States during a national emergency or enforced military training shall be included in the computation of his/her length of service with the City to determine his/her status on the seniority list. Any employee actively serving in the Armed Forces of the United States, or absent because of enforced military training, shall not lose his/her seniority status, but upon termination of such service he/she shall be re-employed by the City to the position he/she held when he/she left, or to any higher position he/she could have attained had he/she been working; provided he/she has been honorably discharged from service and reports for work within ninety (90) days after discharge. When an employee is required to report for any reserve training, the City shall make up any difference in base pay for a period of fifteen (15) working days in any calendar year.

ARTICLE XXIII
GENERAL

SECTION 1. BULLETIN BOARDS

The City will furnish a Union bulletin board to be located on a wall in the Records Bureau (or other mutually agreed upon location). The union bulletin board is to be used by the employees and the Chief of Police to post Union notices and information pertaining to the department. The bulletin board or anything posted thereon will not be disturbed by an official of the City Government, with the President of the Union responsible for the content thereof provided such posting have the approval of the Chief of Police or his designee.

ARTICLE XXIII (continued)
GENERAL

SECTION 2. SCHOOLING

Any employee required by the City to attend school shall be compensated for all expenses incurred such as parking fees, meals, mileage, tuition, books, etc.

SECTION 3. WORK ASSIGNMENT

An employee may be assigned work other than his regular classified work as long as said employee is not replaced on his job by an employee or employees for more than four (4) hours.

SECTION 4.

Employees will comply with notices received or posted by Supervision on the Department Operations Bulletin Board which pertain to operations and regulations.

SECTION 5.

An employee reporting for work who is sent home through no fault of his/her own shall be paid for four (4) hours' work at his/her regular hourly rate, but must remain available for work for a four (4) hour period. Employees who lose time through no fault of their own during any one week shall be allowed to make up such time on their first scheduled day off.

SECTION 6. REPORTING FOR WORK

- A. An employee arriving five (5) minutes or more past their scheduled starting time will be docked fifteen (15) minutes pay. This schedule will follow for every fifteen (15) minutes late.
- B. An employee who fails to report off by their scheduled starting time will be considered late and docked as in sub-section A.
- C. Employees may be off from their regularly-scheduled work day as a result of employee sickness or shall request in advance a personal day, vacation day or funeral leave day with the approval of the Chief of Police or his designee.

SECTION 7. BREAK PERIODS

- A. Employees are entitled to one fifteen (15) minute break during every four (4) hours of their work schedule.
- B. Employees who leave their work area for a break shall arrange to have their work area properly manned, when possible, prior to taking the break.

SECTION 8. JOB DESCRIPTIONS

Bargaining Unit job descriptions are hereby made by reference in this Agreement.

ARTICLE XXIV HOURS

SECTION 1. WORK WEEK

The established work week for all Union employees shall start at 12:01 A.M. each Monday and end at midnight the following Sunday. Starting time shall be the beginning of each scheduled shift.

SECTION 2. WORK SCHEDULES

The regularly scheduled hours of employment shall be as listed below. Regularly scheduled hours of employment are subject to change by the Chief of Police, with at least twenty-four (24) hours advance notice.

A. CLERICAL.

Monday through Friday, 8:00 AM - 4:00 PM, with one-half (1/2) hour of paid meal time.

ARTICLE XXV OVERTIME

Unless addressed elsewhere in this Agreement under provisions for overtime hours, rates, procedures, definitions and entitlements relating to specific situations, the following shall apply:

- A. Employees within each classification refusing to work overtime hours will be charged on the board with such refused overtime hours except when not available or when excused from work based upon department work rules or this Contract.
- B. The overtime list will incorporate actual overtime worked plus refused overtime hours in the same manner as if the employee had worked the refused overtime hours.
- C. Overtime hours are to be charged on the board as actual hours paid over the employee's regularly-scheduled work week for each classification.
- D. Time and one-half shall be paid for actual time worked in excess of the regularly-scheduled work day or in excess of a regularly-scheduled work week.
- E. An employee shall be paid double time for Sunday hours worked when Sundays are not included in his/her regularly scheduled work week. When an employee is scheduled to work on Sunday as part of his/her regular work week, his/her double-time day shall be his/her last scheduled off day that week. Employees must have qualified for payment for a regularly-scheduled work week to be eligible for overtime compensation.
- F. An employee's eligibility for overtime shall be based upon the work policies of his/her department.
- G. Overtime on a holiday will be determined by departmental work policies.
- H. Overtime worked beyond an employee's regular shift shall be treated as an extension of that shift and the hourly rate shall be based upon that shift rate.

ARTICLE XXV (continued)
OVERTIME

- I. An employee called in to work after his/her regularly scheduled work period shall be compensated for three (3) hours or for actual hours worked, whichever is greater.
- J. Clerical personnel will only work overtime within the scope of their positions. An exception to this would be any of the female personnel who may be required to perform matron duties on female arrests, as needed in accordance with departmental policy on matron duty call-in (per attached Letter of Understanding). Overtime compensation shall be consistent with Section I of this Article.

ARTICLE XXVI
WAGES

POLICE CLERK

	<u>START</u>	<u>SIX MONTHS</u>	<u>ONE YEAR</u>	<u>TWO YEAR</u>	<u>THREE YEAR</u>
<u>Current Rate</u>					
<u>June 30, 1996</u>					
Annual	\$21,240	\$22,568	\$23,895	\$25,223	\$26,550
Bi-Weekly	\$816.92	\$868.00	\$919.04	\$970.16	\$1,021.15
Hourly	\$10.212	\$10.850	\$11.488	\$12.126	\$12.764
<u>July 1, 1996 - 2%</u>					
Annual	\$21,665	\$23,019	\$24,373	\$25,727	\$27,081
Bi-Weekly	\$833.27	\$885.35	\$937.42	\$989.50	\$1,041.58
Hourly	\$10.416	\$11.067	\$11.718	\$12.369	\$13.020
<u>July 1, 1997 - 2%</u>					
Annual	\$22,098	\$23,479	\$24,860	\$26,242	\$27,623
Bi-Weekly	\$849.92	\$903.04	\$956.15	\$1,009.31	\$1,062.42
Hourly	\$10.624	\$11.288	\$11.952	\$12.616	\$13.280
<u>July 1, 1998 - 3%</u>					
Annual	\$22,761	\$24,183	\$25,606	\$27,029	\$28,452
Bi-Weekly	\$875.42	\$930.12	\$984.85	\$1,039.58	\$1,094.31
Hourly	\$10.943	\$11.626	\$12.311	\$12.995	\$13.679

ARTICLE XXVII TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1999.

SECTION 1. TERMINATION

If either party desires to terminate this Agreement, it shall no later than sixty (60) days prior to the termination date, give written notice of termination. If neither party gives notice of termination, or if either party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to that current year's termination date.

SECTION 2. AMENDMENT OR MODIFICATION

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date, or any subsequent termination date, give written notice of desire to amend, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendments of this Agreement has been given in accordance with this paragraph, this Agreement may then be terminated by either party on ten (10) days' written notice of termination. Any amendments which may be agreed upon shall become part of this Agreement without modifying or changing any of the other terms of this Agreement.

SECTION 3.

During the regular consideration of the budget, or at any time, either party may request to enter into negotiations for the purpose of adjusting the wage schedules. Any agreement(s) reached will become part of this Agreement as provided SECTION 2 above.

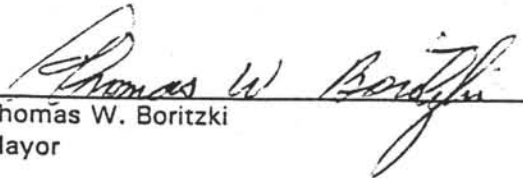
SECTION 4.

In the event that any provision of this Agreement shall be or become invalid or unenforceable by reasons of Federal or State Law, or City Charter now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

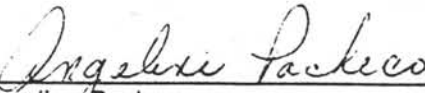
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 4th day of November, 1996.

CITY OF TRENTON

GOVERNMENTAL EMPLOYEES
LABOR COUNCIL


Thomas W. Boritzki
Mayor

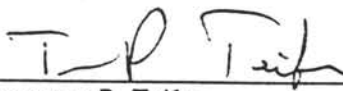

Charlene Mann

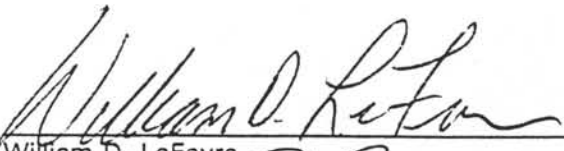

Angelina Pacheco

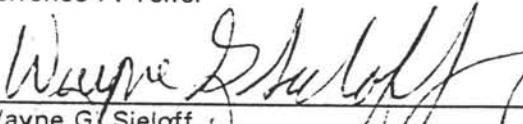

Kyle F. Stack
City Clerk

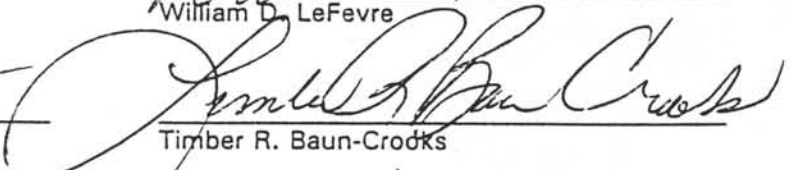

Richard Ziegler, GELC Field Representative

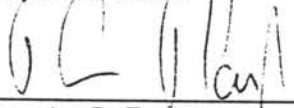
In Presence of:


Terrence P. Teifer


William D. LeFevre


Wayne G. Sieloff


Timber R. Baun-Crooks


Timothy R. Taylor


M. Janex Mans

Approved by the Trenton City Council:

November 4, 1996.

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into November 4, 1996, by and between the Governmental Employees Labor Council ("Union") and the City of Trenton ("City").

1. The City and Union recognize the mutual benefit to be achieved from health care cost containment.
2. It is mutually agreed that discussions concerning health care cost containment and issues involving employee health will continue outside of the contract negotiation setting.
3. These discussions will include:
 - a. Health Care Cost Containment
 - b. Health Related Issues:
 1. family health issues
 2. substance abuse (drug & alcohol)
 3. weight and exercise
 4. other health related issues
4. Any issue that will impact previously negotiated contract provisions will be subject to mutual agreement and ratification by both parties.
5. A committee will be established consisting of two Union members and two Management members.
6. In the case of employee assistance programs, any programs instituted will be voluntary and employee confidentiality will be maintained.

IN WITNESS WHEREOF the parties hereto by their signature below certify on this 4th day of November, 1996, that the foregoing is a true copy of the Letter of Understanding by and between the Governmental Employees Labor Council and the City of Trenton.

GOVERNMENTAL EMPLOYEES
LABOR COUNCIL:

By: Charles Mann
By: Angela Pacheco
By: _____

CITY OF TRENTON:

By: Tom Tait
By: Jim Huff
By: Wayne Spulsky
By: Mr. Daniel Mark
By: William B. Lyster
By: Joseph R. Ben Crook
By: Thomas W. Bough

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into November 4, 1996, by and between the Governmental Employees Labor Council ("Union") and the City of Trenton ("City").

1. The City through the Chief of Police has established a procedure for the handling of female arrestees by general order.
2. It is mutually agreed that in the event members of the Union are called to perform the duties of "matron", the hourly rate of pay shall be the existing hourly rate of pay of the Administrative Secretary of the Chief of Police.

IN WITNESS WHEREOF the parties hereto by their signature below certify on this 4th day of November, 1996, that the foregoing is a true copy of the Letter of Understanding by and between the Governmental Employees Labor Council and the City of Trenton.

GOVERNMENTAL EMPLOYEES
LABOR COUNCIL:

By: Charlene Mann
By: Angelina Pacheco
By: _____

CITY OF TRENTON:

By: Thomas W. Boutin
By: M. James Mahoney
By: William D. Letam
By: Samuel B. Cook
By: John J. Carr
By: Warpi Skiloff
By: T. P. Telford

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into November 4, 1996, by and between the Governmental Employees Labor Council ("Union") and the City of Trenton ("City").

1. Article XXIII, Section 7 (A) of the Labor Agreement between GELC and the City states "Employees are entitled to one fifteen (15) minute break during every four (4) hours of their work schedule."
2. Article XXIV, Section 2 (A,B,C) of the Labor Agreement between GELC and the City states that the work schedules for employees will provide "one-half (1/2) hour of paid meal time."
3. Article VI of the Labor Agreement between GELC and the City states that "Relief periods shall not be combined with starting, closing, or lunch hours, and shall be taken so as not to conflict with departmental operations."
4. GELC has requested that the City's administration allow employees to roll the two break periods of fifteen (15) minutes each into their thirty (30) minute lunch period so as to provide employees with a one hour lunch period.
5. The City and GELC mutually agree that all bargaining unit members will hereafter receive a one hour lunch period and will no longer be permitted to take the relief or break periods as specified in the Labor Agreement.
6. The City and GELC agree that this arrangement is subject to termination by either party providing written notice of five (5) working days.
7. The City and GELC further agree that if this arrangement is terminated by either party the procedure for break and lunch periods will be as specified in the aforementioned sections of the Labor Contract.

IN WITNESS WHEREOF the parties hereto by their signature below certify on this 4th day of November, 1996, that the foregoing is a true copy of the Letter of Understanding by and between the Governmental Employees Labor Council and the City of Trenton.

GOVERNMENTAL EMPLOYEES
LABOR COUNCIL:

By: Charlene Mann
By: Ingelise Parlicco
By: _____

CITY OF TRENTON:

By: Thomas W. Bough
By: MA Janet Mann
By: John H. Hays
By: Wayne Stetson
By: J.P. Tait
By: John D. Paul Crabb
By: William D. LeFevre