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6/30/2002

Collective Bargaining Agreement

CITY OF TRENTON

and

POLICE OFFICERS LABOR COUNCIL

Trenton Inspectors & Lieutenants Association (T.I.L.A.)

Trenton City

January 1, 1999 - June 30, 2002

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AGREEMENT

THIS AGREEMENT, entered into July 12, 1999, by and between the City of Trenton, a municipality in Wayne County, Michigan, hereinafter referred to as the "City", and T.I.L.A., association representing Lieutenants of the Trenton Police Department hereinafter referred to as the Association; witnesseth:

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Association.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends the City and the Association encourage friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

ARTICLE I RECOGNITION

SECTION 1.

The parties hereto have entered into this Agreement pursuant to the Authority of ACT 379 of the Public Acts of 1965, State of Michigan, as amended: the City recognizes the Association as the sole collective bargaining agent for matters pertaining to wages, hours and other conditions of employment for the police department members included in the bargaining unit.

SECTION 2.

"City" shall include the elected or appointed representatives of the City of Trenton, Michigan. "Association" shall include the elected officers or representatives and members of the Lieutenants of the Trenton Police Department, Trenton, Michigan. Whenever the singular number is used, it shall include the plural. "Chief of Police" shall include his designee.

SECTION 3.

This Agreement shall be applicable to the Lieutenants and Command Lieutenants and exclude all other members of the Trenton Police Department.

ARTICLE II REPRESENTATION

SECTION 1.

The employees shall be represented by a committee of three (3) members, one of whom shall be the Chairman, who shall be elected in any manner determined by the employees. There may be an alternate appointed in the absence of a regular committeeman. This committee shall be selected from a group of nominees on the seniority list.

SECTION 2.

Promptly following the effective date of this Agreement, the Association and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

ARTICLE III BARGAINING UNIT ACTIVITIES

SECTION 1.

The City and Association agree that neither will discriminate against any employee because of the exercise of the employee's legal rights, nor because of the employees race, religion, or membership or lack of membership or Association.

SECTION 2.

The City will maintain a bulletin board within the department for departmental notices or bulletins which may also be used by the Association. No notice may be posted by the Association without prior approval of and initiating of same by Association Officers and Chief of Police.

SECTION 3.

The Association may schedule meetings on City property which are not disruptive of the duties of the employees of the efficient operation of the department provided they give prior notice to the Chief of Police or designee.

SECTION 4.

Officers and other representatives of the Association shall, with prior approval of the Police Chief, be afforded time during regular working hours without loss of pay to fulfill the Association responsibilities including negotiations with the City, processing of grievances and administration and enforcement of this Agreement. This shall not be interpreted to exceed more than two members of the Association plus the grievant on grievances.

ARTICLE IV OTHER AGREEMENTS AND ORGANIZATIONS

The City shall not enter into any agreements with Association members individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

ARTICLE V NO STRIKE CLAUSE

SECTION 1.

As used in this contract, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of the public employee to the expressions or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 2.

During the life of this Agreement, the Association will not cause, nor permit its members to cause, nor will members of the Association take part in a strike, or any concerted effort to diminish the quality or quantity of the work performed by members of the Bargaining Unit. In the event of any of the above violations of the Article, the City will take immediate disciplinary action against the employees involved. The City will not lock out Association members during the term of this Agreement.

SECTION 3.

In the event of a strike, work stoppage, or other curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

ARTICLE VI RIGHTS OF EMPLOYER

There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the laws 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; provided, however, the City agrees to negotiate any changes in personnel policies related to hours, wages and working conditions of any of the members of the Association.

ARTICLE VII HOURS OF EMPLOYMENT

SECTION 1.

As the Police Department is a seven (7) day, twenty-four (24) hour operation, the work schedule for employees of the Police Department shall be eight (8) hours in a twenty-four (24) hour period. The work week in the Police Department shall be 11:01 p.m. Sunday, through to and including 11:00 p.m. the following Sunday. No employee shall be required to work more than forty-eight (48) hours in a week except cases of emergency as determined by the Chief of Police or his designee. Any time worked in excess of eight (8) hours per day or forty (40) hours in any one week shall be compensated at the rate of time and one-half.

ARTICLE VII (continued)
HOURS OF EMPLOYMENT

SECTION 2.

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days provided such trades do not permit the employees involved to gain overtime as a result thereof:

- A. Members of the Association, with the consent of the Chief of Police or his designee, may be permitted to change shifts.
- B. Work leave days in cases of emergency must be authorized by the Chief of Police or his designee.
- C. When an employee works four (4) hours or more in a higher classification of work, including command positions, the employees shall receive the rate of pay in that classification in which the employee works for total hours on said shift.
- D. The City will designate the number of employees working a shift to maintain safe and orderly police protection; vacancies that are filled will be filled according to the overtime schedule, with low employee in hours to be called first.

The Youth & Investigation Division will maintain their own overtime board within that unit.

- E. The following overtime policy shall be adopted:
 - 1. The employee with the least amount of hours shall be contacted by phone to work the overtime. If two or more employees have an equal amount of hours, then seniority shall prevail.
 - 2. The eligible T.I.L.A. employee may be contacted as soon as it is determined that overtime is required.

If the first eligible employee has been contacted and refused the overtime or is unavailable to be contacted, then the next eligible employee may be contacted, and so on.
 - 3. All overtime hours worked will be charged against the employee. This language does not apply to members of the Youth and Investigation Division.
 - 4. In cases of emergency, overtime assignments of two and one-half (2 1/2) hours or less, may be filled by a qualified employee already at work rather than call an employee not on shift.
 - 5. In the event that a man shortage occurs during the course of a shift, and the overtime involved is less than two and one-half (2 1/2) hours, an eligible employee from the following shift shall be called first.

ARTICLE VII (continued)
HOURS OF EMPLOYMENT

SECTION 2.

E. (continued)

6. T.I.L.A. employees may work consecutive Midnight and Day shifts only after all eligible T.I.L.A. members have been called and/or are unable to be contacted or have refused the overtime. This will be predicated upon approval of the Chief of Police. If the Chief of Police has reason to believe there is seeming abuse of this section of the contract, the Chief of Police shall have the right to discontinue this practice and revert to the previous contract (1978-81) language, ARTICLE VII, SECTION 2.3.7., stipulating that all except the Youth and Investigation Bureau shall not work a consecutive midnight and day shift.

Effective January 1, 1998, employees will not work consecutive midnight and day shifts except in cases of emergency or upon approval of the Chief of Police with the exception of the Youth and Investigation Bureau.

7. Employees on vacation, sick leave, funeral leave, compensatory time off, or personal leave days, will not be considered or charged for overtime unless the overtime offered is for the following day.
8. Questions that may arise regarding the application of these rules, or the operation of the overtime board, will be discussed and resolved by the Chief of Police, or his designee, and the committee for T.I.L.A.
9. An oversight of up to eight (8) hours on call-in time shall not be looked upon as a grievance. The City shall be held harmless when oversights of more than eight (8) hours are caused by a T.I.L.A. member.
10. When it is necessary to fill the Command Lieutenant position because of vacation, or any other type of leave day, and there is sufficient strength in the Road Patrol Division, the Sergeant may move up to fill the C/Lt. position and receive said pay (120% of base pay of a three (3) year patrol officer salary). The Sergeant will not be permitted to move into the C/Lt. position when it requires overtime to fill the required shift complement. If at any time, overtime is required in a move to the Command Lieutenant, it will be filled by T.I.L.A. members.

ARTICLE VIII
VACATIONS

SECTION 1. REQUIREMENTS

- A. The anniversary date for the computation of credit is understood to be March 1 of each year and runs concurrently to the following March 1.
- B. Persons with less than one full year of employment obtained by his/her first anniversary date, shall receive a prorated vacation in accordance with the schedule of benefit. Also, upon termination of employment, vacation benefits will be prorated accordingly.

ARTICLE VIII (continued)
VACATIONS

SECTION 2. SELECTION & PROCEDURE

- A. An employee's total earned vacation benefit shall be divided, as nearly as possible, into two (2) equal periods, one labeled Summer Vacation Period, and the other labeled Winter Vacation Period.
 - 1. The Summer Period shall run from May 1 to September 30.
 - 2. The Winter Period shall run from October 1 to April 30.
- B. In the case of dividing an odd number of vacation days, this will result in a one (1) day differential between vacation periods. The employee concerned shall be allowed to indicate his preference as to which vacation period he/she wishes the odd day applied.
- C. Vacation schedules shall be posted by March 15th and completed with scheduling by April 15th (summer) and posted by August 15th with completed scheduling by September 15th (winter). Selection of vacations shall be based on seniority. Those who fail to make known their preferred vacation dates by March 1 (summer) and September 1 (winter) must take their vacation during any available time remaining as assigned by the Chief of Police or his designee. Vacation shall be Monday through Sunday inclusive. Employees shall be permitted to select vacations by the week.
- D. When an employee becomes ill on vacation, he/she must notify the Chief of Police, or his designee, on the first day of his/her illness (if physically able to do so), and if seriously ill for five consecutive days, he/she will be eligible for another assigned vacation period. All reported illnesses must be substantiated by a doctor's certificate; and the burden of proof rests with the employee.
- E. Youth and Investigation Division may deviate from the above vacation schedule with the approval of the Chief of Police.
- F. All T.I.L.A. members with the exception of those members in Youth and Investigation will make summer and winter selections. After initial vacations have been chosen by T.I.L.A. and M.A.P. members, additional vacation periods may be chosen by T.I.L.A. members within the winter or summer periods, if the member has vacation remaining, with the approval of the Chief of Police and providing said additional periods do not interfere with Departmental scheduling.

SECTION 3. SCHEDULE OF VACATION BENEFITS

Twenty-five (25) vacation days will be granted the Association members plus one additional day for each year of service after 20 years, to a maximum of 35 days. Three weeks vacation will be permitted to be taken at any one time and additional consecutive time with approval of the Chief of Police.

ARTICLE IX SICK LEAVE & FUNERAL LEAVE

SECTION 1.

Sick leave shall mean any hours not worked as a result of illness. Sick leave will be charged in increments of fifteen (15) minutes.

- A. Each employee shall acquire 1 1/4 days of sick leave credit for each month of service rendered, not exceeding an aggregate of fifteen (15) sick days per calendar year.
- B. Commencing March 1, each employee shall receive fifteen (15) sick leave day credits.

SECTION 2. USE OF SICK TIME

All employees shall be credited fifteen (15) working days of sick leave per year. All employees who are off due to sickness more than seven (7) days shall present a doctor's certificate to their department head upon their return to work at the request of the department head. If the employee presents a doctor's certificate for any of the first seven (7) days, those days that are certified will not be counted in the computation.

SECTION 3. USE OF SICK TIME - FAMILY ILLNESSES

- A. Sick leave may also be charged in the case of illness in the employee's immediate family, including spouse, children and parents (biological parents or an individual who stands or stood in loco parentis to an employee when the employee was a child, not including parents-in-law). All employees, regardless of marital status, will be entitled to utilize sick time for family illnesses in the employee's immediate family as defined above. Under no circumstances will employees be entitled to utilize sick time for family illness unless it is for the legitimate purpose of providing care for that employee's spouse, children or parents in the case of their illness. The employee must notify the command officer in charge at least fifteen (15) minutes prior to the start of the shift when (s)he is unable to report to work because of family illness. Failure to report said absence from the first day of illness before the proper time may be considered an unexcused absence and will be deducted from salary.
- B. Validation of illness in the employee's immediate family will be necessary as determined by the following:
 - 1. Seriousness of the illness reported
 - 2. Length of illness period
 - 3. Frequency of illnesses

Any or all of the foregoing may be considered necessary to require proof of illness and/or sufficient reason before approval of sick pay benefits.

- C. Notwithstanding approved leave as permitted by the Family and Medical Leave Act, the length of time chargeable to sick leave due to illness in the employee's immediate family as permitted in section 3(A), and validated in section 3(B), shall not exceed four (4) days within a twelve month period, (March 1, to March 1, of each year) without prior approval of the Chief and submission of said approval to the city administration.

ARTICLE IX (continued)
SICK LEAVE & FUNERAL LEAVE

SECTION 4. REPLENISHMENT OF CREDIT

- A. Employees in the Police Department hired before July 1, 1970. On March 1 of each year, accumulated unused credits shall be carried forward with unlimited accumulation. Upon departure from the department, these employees shall receive compensation in the sum equivalent to one half (1/2) of his/her accumulated sick leave credits at his/her prevailing hourly rate.
- B. Employees in the Police Department hired after July 1, 1970. On March 1 of each year, accumulated unused credits shall be carried forward with unlimited accumulation. Upon departure from the department, these employees shall receive compensation in the sum of equivalent to one half (1/2) of his/her accumulated sick leave credits up to 150 days at his/her prevailing rate.
- C. In the event of death of any employee, the employee's beneficiary(ies) or estate shall receive remuneration for all unused and accumulated sick days at a rate of sixty-five (65) percent times his/her current daily rate or fraction thereof.
- D. Any employee reaching 1,800 hours of sick leave time in their sick leave bank may elect to receive payment or place such payment in his/her deferred compensation program for the amount of sick leave allowed in Section 4A and 4B above, subject to the following payment provisions:
 - 1. Such selection shall be made on or before April 1st of the year in which the employee's sick bank as of March 1st reaches or exceeds 1,800 hours.
 - 2. Compensation in the sum equivalent to one-half (1/2) of 240 sick leave hours at the employee's prevailing hourly rate will be made in each of the next five (5) years following the employee's selection of this payment.
 - 3. The employee's total payments shall not exceed the total allowable in Sections 4A or 4B above throughout the employee's employment with the City of Trenton.
 - 4. The payment method selected will be made on or before August 15th of each year.
 - 5. This sick leave premium payment will not be included in the final average compensation (FAC) for retirement purposes.
 - 6. In the event that an employee elects to exercise this payment option, but retires or otherwise separates employment prior to receiving the payments for all five (5) years, the remaining unused sick leave balance shall be paid according to the total allowable limits per Sections 4A or 4B above.
 - 7. In the event that an employee does not elect to exercise this payment option, the employee shall receive compensation according to the provisions of Sections 4A or 4B above upon retirement or separation of employment.

ARTICLE IX (continued)
SICK LEAVE & FUNERAL LEAVE

SECTION 4. REPLENISHMENT OF CREDIT (continued)

- E. For employees hired prior to July 1, 1970, any employee reaching 1,800 hours of sick leave time in their sick leave bank may elect to receive payment or place such payment in his/her deferred compensation program for the amount of sick leave allowed in Section 4A above, subject to the following payment provisions:
1. Such selection shall be made on or before April 1st of the year in which the employee's sick bank as of March 1st reaches or exceeds 1,800 hours.
 2. Compensation in the sum equivalent to one-half (1/2) of all sick hours in excess of 600 hours will be divided by five (5) and payment will be made in each of the next five (5) years following the employee's selection of this payment at the employee's prevailing hourly rate. The sick leave hours added on March 1st of each subsequent year may be included at the option of the employee. Such inclusion will be at one-half (1/2) of the hours that exceed 600 hours and will be added to that years calculation.
 3. The employee's total payments shall not exceed the total allowable in Sections 4A throughout the employee's employment with the City of Trenton.
 4. The payment method selected will be made on or before August 15th of each year.
 5. This sick leave premium payment will not be included in the final average compensation (FAC) for retirement purposes.
 6. In the event that an employee elects to exercise this payment option, but retires or otherwise separates employment prior to receiving the payments for all five (5) years, the remaining unused sick leave balance shall be paid according to the total allowable limits per Section 4A.
 7. In the event that an employee does not elect to exercise this payment option, the employee shall receive compensation according to the provisions of Sections 4A upon retirement or separation of employment.

SECTION 5. FUNERAL LEAVE

An employee shall be given necessary time off with pay to make preparations for and attending the funeral and burial of an immediate member of his/her family. An immediate member of the family for this purpose shall be deemed to be husband, wife, parent or parent-in-law, child, grandparents or grandparents-in-law, brother, sister, brother-in-law, sister-in-law. The Mayor or his 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 of funeral services for a person not specified above when a close personal relationship is shown by documentation and/or approved written request.

ARTICLE X PERSONAL DAYS

Employees covered by this contract shall be entitled to six (6) personal days per year. The City agrees to add one (1) additional personal leave day if five (5) or fewer sick days are taken in preceding annual sick leave period.

ARTICLE XI OCCUPATIONAL INJURY OR DISEASE

SECTION 1. METHOD OF PAYMENT

An employee unable to work because of an injury or disease sustained on the job in the direct line of duty shall receive full pay for fifty two (52) weeks with the employee's workers' compensation checks for this period being turned in to the City. It is understood this full payment will be made for the original and not reoccurring injuries. A different injury would be covered by an additional full fifty two (52) week payment.

SECTION 2. "MAKE-UP" PAY

An employee who, because of compensable injury or occupational disease sustained while on the job working for the City, is unable to perform the major portion the essential job functions, may elect to be employed in other work which he or she can do in his/her own or another department of the City. The rate of pay shall be that of the job he/she can do and is assigned to. Any "make-up" (difference in rate of pay prior to injury and rate of job to which he or she can do on return to work) shall be as prescribed by compensation laws, and applicable federal and state statutes.

SECTION 3. FRINGE BENEFITS

During the initial twenty six (26) week period beginning from the date of injury, the employee will accumulate all present fringes, i.e., vacation days, sick days, holidays, longevity, etc.

After the initial twenty six (26) week period, the employee will be considered an employee on extended medical leave and will not accumulate sick or vacation days. The employee will not be paid for holidays and personal days. Longevity pay will be paid only for the year in which the employee was injured. If disability is of long duration, longevity will be paid for the year in which employee is injured and the year in which he or she returns to work, but no payments will be made in between.

It is understood that there will be no loss of seniority during the disability. Upon return to work the employee will receive in the next year the vacation and longevity pay according to his/her length of employment with the City.

Personal days, holidays and vacation days that he or she had earned prior to and through the first twenty six (26) weeks of injury will be paid to him or her prior to the end of the twenty six (26) week period following the injury if the employee so elects.

Accumulated sick days will be banked until his or her return to work. They are not to be used during any period in which he or she receives Workers' Compensation.

In the case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Workers' Compensation Law, the employee may elect a salary payment which, with his/her work disability payment, equals his/her regular net salary (gross pay 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.

ARTICLE XI (continued)
OCCUPATIONAL INJURY OR DISEASE

SECTION 3. FRINGE BENEFITS (continued)

The City will continue payments on Life and Health Insurance, in the manner specified in this Agreement for the duration of his/her disability or until such time that the employee is entitled to (1) complete disability pension; or (2) Medicare and Medicaid, not inconsistent to any other articles of this contract.

SECTION 4. REPORTING

The employee shall report at least once per week to his/her respective supervisor or Department Head regarding his/her physical condition and any major developments which may occur. This will assure Management the opportunity to properly schedule work in its respective operations.

ARTICLE XII
NON-OCCUPATIONAL INJURY OR ILLNESS

SECTION 1.

An employee unable to work because of non-compensable injury or illness will use the accrued personal days, earned vacation days and 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, sick days, personal days, longevity, etc.

City payments to Life and Health Insurance for such an inactive employee will continue for a twelve month period starting from the day on which all accrued sick days, personal days and vacation days are used up.

SECTION 2.

Any employee unable to perform the essential job functions of his/her position, as the result of an injury or illness, shall if possible, be placed in a classified position that he/she is capable of performing within the department. If no such job is available, the City will attempt to place the employee in a vacancy within the City. In any case, the rate of pay of such assigned employee shall be that of the job classification to which he/she is assigned. It is not the intent that such an employee will be up-graded to a higher paying classification than he/she previously held.

ARTICLE XIII
INSURANCE

SECTION 1.

For any personnel under this contract, the City will furnish a group life insurance policy to the nearest \$1,000 of the employee's first fifty thousand dollars (\$50,000) of base salary, including accidental death and dismemberment fully paid by the City through the City's group insurance. The employee may elect to double the coverage but this additional cost must be paid by the employee. The City shall also provide and pay the full cost of \$4,000 of Group Life Insurance for all employees retiring after July 1, 1978. Five Thousand (\$5,000.00) life insurance shall be provided for all retirees of this bargaining unit after January 1, 1985.

ARTICLE XIII (continued)
INSURANCE

SECTION 2. HOSPITALIZATION INSURANCE

- A. The City shall provide, and pay the full cost of Full Family Hospitalization. (A plan equivalent to - or - Blue Cross/Blue Shield plan with riders D45NM, Master Medical, MVF 1, RM, ML, FAE and five dollar (\$5.00) deductible drug prescriptions) for all permanent full time employees. Effective July 1, 1982, the City shall add the VST and reciprocity riders. Employees shall be notified in advance of any contemplated change in the carrier of the City's Hospitalization Insurance.

- B. All retirees shall also be provided with the same benefits as mentioned above. This coverage will be for the retired employees and their spouses. This will continue for a widow/er until such time as she/he remarries.

Effective for employees hired after January 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 is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for health insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their 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 spouse's employment after the employee's retirement from the City. If at any time the health insurance with the other employer is terminated the retiree may immediately re-enroll on the City health insurance coverage without cost or penalty to the retiree. 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.

- C. The City shall provide to active employees the Family Continuation Rider for children as set forth by the Blue Cross/Blue Shield regulations. Each July 1 and January 1 the City will require a status report to verify continued eligibility of this rider.

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. Additional benefits will be provided at fifty percent (50%) for restorative work as currently defined 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 benefits of Seven Hundred Fifty Dollars (\$750.00). Effective July 1, 1999, the City will provide benefits for Orthodontia, subject to a Fifty-Dollar (\$50.00) deductible, with benefits of One Thousand Dollars (\$1,000.00).

ARTICLE XIII (continued) INSURANCE

SECTION 4. OPTICAL

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.

SECTION 5.

Effective July 1, 1984, the City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same hospital, dental, and optical insurance policies. Such coverage shall cease if coverage is available or being provided by the surviving spouse's/parent's employer. Further, such coverage shall cease after twelve (12) months, or earlier upon remarriage of the surviving spouse.

SECTION 6.

Effective January 1, 1985, the City shall provide dental (minus orthodontia) and optical insurance for all new retirees, their spouse, and minor dependent children of the retiree, until the retiree reaches age 65.

Effective for employees hired after January 1, 1996, the City will pay the cost of the employee's retirement dental and 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 dental and optical insurance program eligibility, as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for dental and optical insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their 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 spouse's employment after the employee's retirement from the City. If at any time the dental and optical insurance with the other employer is terminated the retiree may immediately re-enroll on the City dental and optical coverage without cost or penalty to the retiree. 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 7.

The effective date of all insurance policies shall be the next eligible enrollment date after the ratification of this contract. Any increases in the cost of insurance shall be paid by the City.

SECTION 8. FUNERAL BENEFITS

Funeral expenses up to and including a maximum of Four Thousand Dollars (\$4,000.00) 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 sustained while on the job, or in the line of duty.

ARTICLE XIV UNIFORM ALLOWANCE

SECTION 1.

The City shall provide a uniform allowance to each employee under this contract of Four hundred seventy-five dollars (\$475.00).

Effective July 1, 1999, the City shall provide a uniform allowance to each employee under this contract of Five hundred dollars (\$500.00).

Effective July 1, 2001, the City shall provide a uniform allowance to each employee under this contract of Five hundred twenty-five dollars (\$525.00).

SECTION 2.

The City shall pay to each employee under this contract a cleaning allowance of Five Hundred dollars (\$500.00).

Effective July 1, 2001, the City shall pay to each employee under this contract a cleaning allowance of Five hundred twenty-five dollars (\$525.00).

Payment will be made by the 15th of July each year.

ARTICLE XV HOLIDAYS

SECTION 1.

Holidays with pay at regular rate shall be New Year's Day, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Veteran's Day, Good Friday, Martin Luther King's Birthday, Law Day and Lincoln's Birthday payable in one lump sum on September 1.

SECTION 2.

Should any of the above days fall on an employees regular leave day, he/she shall receive the holiday pay at the regular rate.

SECTION 3.

Employees required to work on holidays as part of their regular shift, shall be compensated at the rate of time and one-half their regular hourly rate.

SECTION 4.

Employees called in to work an overtime shift on a holiday shall be compensated at the rate of double their regular hourly rate.

SECTION 5.

When a conflict exists between a traditional holiday date and the legal (Monday) holiday date, the legal date shall apply to the Youth and Investigation Division and the traditional date shall apply to the Uniform Division.

ARTICLE XVI CALL-IN TIME

Employees called back to work after they have completed their work day or if called back on their regular day off, will receive time and one-half for all hours worked, but not less than three (3) hours minimum at time and one-half, providing it is not contiguous to their regular work schedule.

Effective upon ratification of this contract, employees called back to work after they have completed their work day or if called back on their regular day off, will receive time and one-half for all hours worked, but not less than four (4) hours minimum at time and one-half, providing it is not contiguous to their regular work schedule.

- A. If contiguous to regular work shift of any employee he/she will not receive four (4) hour minimum but will be paid for hours worked.
- B. Employees notified of a change from their weekly work schedule as posted, excluding emergencies, shall be notified twenty-four (24) hours in advance of the time they are to report for work. In cases other than emergencies, the employee shall receive time and one-half for the first eight (8) hours work on the changed schedule.
- C. Work schedules shall be posted one week in advance.
- D. If an employee's schedule is changed for the purpose of attending any type of training, the employee will not receive the additional compensation for the schedule change provided in section B.
- E. Detective Bureau Lieutenant Supplemental Payment.

The Detective Bureau Lieutenant will receive two (2) hours pay at time and one-half (2 hours x 1.5 = 3 hours) weekly in recognition of that employee's responsibility to be on-call and reachable by telephone or pager after regular working hours. This supplemental payment is to be paid for all weeks worked by the employee and shall not include any weeks during which the employee is off work or unable to fulfill his or her on-call responsibilities for any reason.

ARTICLE XVII COURT TIME

Employees subpoenaed or scheduled to any court or administrative agency shall receive straight-time pay if during their regular scheduled work hours. If subpoenaed or scheduled to appear during hours in which they would normally be off, they shall be compensated at the rate of time and one-half for all hours worked. Payment of court time pertains only when attendance is required as a result of direct actions of the employee in the performance of police duties and provided such hours are not contiguous to the employee's regular work shift.

Employees will receive not less than three (3) hours at time and one-half when attendance is required at any Downriver Mutual Aid Community District Court.

Employees will receive not less than four (4) hours at time and one-half when attendance is required at any Court or Administrative Agency (including but not limited to Drivers License Appeal Board, Liquor Control Commission, etc.) if such physical attendance is outside of the jurisdiction of any Downriver Mutual Aid Community District Court.

ARTICLE XVII (continued)
COURT TIME

Employees will receive the minimum hours of overtime as described above if required to give depositions relating to cases involving these courts or agencies, depending upon the physical location of said deposition.

Transportation (unless provided by the city), a lunch allowance of six (\$6.00), and other approved expenses shall be reimbursed to the employee by the City when required to appear and such appearance is beyond the jurisdictional limits of the 33rd District Court and requires six (6) hours or more in a given day. If such appearance requires the employee to be housed outside of the City of Trenton, then the allowance for meals will be limited to twenty four (\$24.00) Dollars per diem.

When an employee is scheduled to appear in court, the trading of days or shifts will not be permitted.

ARTICLE XVIII
LONGEVITY

Any employee with five (5) years of continuous service as of November 30th shall receive Three Hundred Dollars (\$300.00) and an additional Thirty Five Dollars (\$35.00) for each year of service thereafter, payable between November 1st and November 15th of each year. The maximum longevity shall be adjusted to One Thousand Dollars (\$1,000.00).

Effective January 1, 1999, there is no cap on the maximum longevity payment.

ARTICLE XIX
SHIFT DIFFERENTIAL

SECTION 1.

Shift differential will be paid on the employees' hours. Employees working the afternoon shift will be paid forty cents (40¢) per hour, and employees working the midnight shift shall be paid fifty cents (50¢) per hour.

SECTION 2.

Any member of the Trenton Police Department covered by this contract shall receive the shift differential applicable for working hours prior to or beyond his/her regular shift. For purpose of this section, employees starting between 6:00 a.m. to 9:00 a.m., are day shift; employees starting between 2:00 p.m. to 4:00 p.m., are afternoon shift; and those starting between 10:00 p.m. to 12:00 a.m., are night shift. The day shift shall receive this differential applicable for hours worked during the afternoon and night shifts.

ARTICLE XX GUN ALLOWANCE

SECTION 1.

Every employee within the bargaining unit shall receive the sum of Three Hundred Sixty-five dollars (\$365.00) per year. This compensation shall be for repair and upkeep of the officer's personal hand weapon and practice ammunition.

Payment will be made on or before the 15th of July of each year, commencing in the year 1979, for the fiscal year period beginning July 1, and for the duration of this contract.

Effective July 1, 1999, the annual \$365 gun allowance is eliminated and rolled into the base rate of pay.

SECTION 2.

Any member who retires after January 1, 1985, with 25 years of honorable service, shall have the option of purchasing his/her service revolver for a charge of twenty-five dollars (\$25.00) under the following conditions:

- A. Sale of the revolver to the retiring officer shall be subject to approval by the Mayor after consideration by and recommendation of the Chief of Police.
- B. The revolver must be re-registered in the retiring officer's name after approval and prior to his/her last working day.
- C. Purchase and payment must be made prior to re-registration in the retiree's name.
- D. Sale will comply with all applicable laws.
- E. The retiring officer will provide the City with a full release from all liability arising out of the purchase of said officer's service revolver.

ARTICLE XXI RETIREMENT

SECTION 1.

Except as altered by this Collective Bargaining Agreement, eligible employees shall receive retirement benefits in accordance with PUBLIC ACT 345 (Policemen and Firemen Retirement Act).

SECTION 2.

Each eligible employee will retire at the average of the highest annual compensations during a period of three (3) years of service contained within the last ten (10) years of service.

SECTION 3.

A member who has twenty-five (25) or more years of service may leave the service and receive the full retirement benefits payable throughout his/her life as provided, regardless of age.

**ARTICLE XXI (continued)
RETIREMENT**

SECTION 4.

The pension for all members who retire after January 1, 1985, will be increased by 10% on the anniversary of the 5th year of retirement, an additional 10% the 10th year of retirement and an additional 5% the 15th year of retirement. Each percentage increase is based on the amount of the annual pension payable on the date of retirement.

SECTION 5.

In the event of the death of the member/retiree after retirement and before the 15th year the spouse or surviving beneficiary benefit will be 60% of the benefit which would have been paid to the member/retiree had he/she not died.

EXAMPLE: Using a base annual pension benefit of \$100 at time of retirement:

	<u>Retiree's Benefit</u>	<u>In case of death of Retiree, Surviving Spouse - Beneficiary</u>
Benefit at retirement	\$100.00	\$60.00
Benefit on the anniversary of the 5th year of retirement	\$110.00	\$66.00
Benefit on the anniversary of the 10th year of retirement	\$120.00	\$72.00
Benefit on the anniversary of the 15th year of retirement	\$125.00	\$75.00

SECTION 6. ANNUITY WITHDRAWAL

An annuity withdrawal option for employees covered by this contract will be allowed if it is within the employer's authority to do so.

SECTION 7.

Under this contract, the City extends "the automatic 60%-to-surviving-spouse benefit" to surviving spouses of deceased police officer disability retirees. This benefit applies to employees whose disability retirement occurs after the ratification of this agreement.

SECTION 8.

The multiplier shall be 2.5% for each year of service, up to a maximum of 80%.

The computation of the Final Average Compensation (FAC) will include only base annual wage, holiday pay, overtime pay and unused vacation leave. The payments received for the following will not be included in the FAC:

- Unused Sick Leave
- Longevity
- Gun Allowance
- Clothing/Cleaning Allowances

ARTICLE XXI (continued) RETIREMENT

SECTION 8. (continued)

Effective July 1, 1999, the computation of the Final Average Compensation (FAC) will include only base annual wage, holiday pay, overtime pay and longevity pay. Additionally, unused vacation days and up to ten (10) additional earned paid leave days are to be included in an employee's FAC. Effective May 1, 2001, unused vacation days and up to ten (10) additional earned paid leave days are to be included in an employee's FAC provided the additional roll-in does not exceed a total of fifty (50) additional days.

Effective July 1, 1999, the payments received for the following will not be included in the FAC:
Unused Sick Leave (except for up to 10 days as may be permitted in the above paragraph)
Clothing/Cleaning Allowance

Effective January 1, 1996, new employees will not be eligible for the Act 345 Police and Fire Retirement System. Employees hired after January 1, 1996, will be required to enter a defined contribution retirement system through the ICMA Retirement Corporation. Operating under Section 401(a) of the Internal Revenue Service Code, all employee contributions will be made on a pre-tax basis. The employee must contribute 6% and the City must contribute 12% of the employee's base wage, excluding overtime and other special payments.

Employee and City contributions into the defined contribution retirement system will begin upon the successful completion of the employee's probationary period.

In accordance with the guidelines and requirements of the Internal Revenue Service, the employee will be permitted to make additional contributions into the defined contribution system on a post-tax basis.

The portion of the contributions made by the City will not be available to the employee until the completion of sixty (60) months of service with the City of Trenton.

Current employees may elect to be covered by this plan rather than the Act 345 pension plan. Employees wishing to switch plans must inform the City of their decision to do so within a window period to be determined and agreed upon. Such transfer will take place in accordance with the provisions to be identified and approved by the City and Union.

Effective January 1, 1996, all new employees must be at least 55 years of age and have at least 20 years of service before being eligible for any post retirement benefits.

ARTICLE XXII SENIORITY AND PROMOTIONS - LAYOFF

SECTION 1.

The City shall have the prerogative to determine whether or not a permanent vacancy is to be filled.

SECTION 2.

The officer selected shall be entitled to a fair trial period not to exceed six (6) months on the job, provided he/she has successfully passed his/her external and internal training courses, and has a satisfactory personnel record. If within that period of time said officer is found to be incapable of handling said work, he/she shall return to the job he/she vacated prior to his/her advance to the higher rank.

**ARTICLE XXII
SENIORITY AND PROMOTIONS - LAYOFF**

SECTION 2. (continued)

When the officer returns to his/her former position, there will be no loss of seniority rights. All advancements and/or monies resulting from his/her initial advancement and subsequent moves and/or advancements shall be cancelled.

SECTION 3.

As set forth by ordinance, the Police Department shall consist of Three Divisions or Departments, namely Road Patrol, Youth and Investigation Bureau, and the Traffic Bureau. Movement of personnel between divisions or departments will be allowable, upon the approval of the Chief of Police.

SECTION 4.

If any Association member is promoted to an appointed position, and is not reappointed, he/she may return to his/her previously held rank. This also applies to the two personnel now holding appointed positions in the Police Department, namely, Chief and Deputy Chief.

SECTION 5.

All lay-offs shall be in reverse order of seniority. All recalls shall be in order of seniority.

**ARTICLE XXIII
HEALTH AND 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, by Occupational Safety and Health Act (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) and those enacted by the City Safety Committee.

**ARTICLE XXIV
GRIEVANCE PROCEDURE**

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, or should there be an appeal of discipline, such differences or appeal shall be resolved in the following manner.

SECTION 1.

An employee and/or his/her Association Representative shall present the grievance in writing to the Deputy Chief within fifteen (15) days after the grievance occurs. The Deputy Chief shall have ten (10) working days, (excluding Saturdays, Sundays and Holidays) in which to answer the grievance in writing.

ARTICLE XXIV (continued) GRIEVANCE PROCEDURE

SECTION 2.

If the grievance is not settled at the end of a five (5) working day period, (excluding Saturdays, Sundays and Holidays) after receipt of the Deputy Chief's written answer, the Association Representative shall then contact the Association Chairman and they, including the Grievance Committee, shall then contact the Chief of Police and attempt to resolve the grievance. The Chief of Police shall then have ten (10) working days (excluding Saturdays, Sundays and Holidays) in which to answer the grievance in writing.

SECTION 3.

If the grievance is not settled at the end of a ten (10) working-day period (excluding Saturdays, Sundays and Holidays), after receipt of the Chief of Police's written answer, the Grievance Committee shall then contact the designated representative of the Mayor and Council for an appointment to further discuss the grievance. The specifically designated representative of the Mayor and Council shall meet with the grievance committee as soon as possible after this request is received, but not to exceed fifteen (15) working days (excluding Saturdays, Sundays and Holidays). If the grievance is not resolved at this meeting, the designated representative of the Mayor and Council shall have thirty (30) working days (excluding Saturdays, Sundays and Holidays) in which to submit a written answer to the Association.

SECTION 4.

If a satisfactory settlement cannot be reached between the City and the Association in the meeting referred to in SECTION 3, the Association shall, within thirty (30) days after the meeting, notify the Council of their decision to take the grievance to arbitration or the grievance shall be declared settled. If the Association decides to arbitrate the grievance, the arbitration proceedings shall be conducted by an arbitrator to be selected from a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service (F.M.C.S.). It shall be the duty of the two parties (the City and the Association) to strike three (3) names each from the list as submitted.

The fees of the arbitration proceedings shall be borne equally by the City and the Association and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall not have the power to alter or modify the terms of this Agreement, but the arbitrator shall have the authority to interpret said Agreement. In cases involving a discharge of disciplinary action, the arbitrator shall determine if the said discharge or discipline was for just cause and/or causes, and the arbitrator may affirm, reverse or modify the City's action with the right to grant back pay.

SECTION 5. TIME LIMIT

No grievance shall be processed unless it is presented within fifteen (15) 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 Association 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 prejudice.

**ARTICLE XXV
JURY DUTY**

An employee who serves on jury duty shall be carried as if he/she was working. The employee will be paid the difference between the pay for jury duty and his/her regular pay.

**ARTICLE XXVI
WAGES**

SECTION 1.

Current	Start	\$52,796.64 Annually / \$25.383 Hourly
	6 months	\$54,558.40 Annually / \$26.230 Hourly

July 1, 1999 - Roll gun allowance of \$365 into base + 2.5% increase

Start	\$54,490.68 Annually / \$26.197 Hourly
6 months	\$56,296.49 Annually / \$27.066 Hourly

July 1, 2000 - 2.5% increase

Start	\$55,852.95 Annually / \$26.852 Hourly
6 months	\$57,703.90 Annually / \$27.742 Hourly

With 1% Education & Training Supplement

Start	\$56,411.48 Annually / \$27.121 Hourly
6 months	\$58,280.94 Annually / \$28.020 Hourly

July 1, 2001 - 3.0% increase

Start	\$57,528.54 Annually / \$27.658 Hourly
6 months	\$59,435.01 Annually / \$28.575 Hourly

With 2% Education & Training Supplement

Start	\$58,679.11 Annually / \$28.211 Hourly
6 months	\$60,623.71 Annually / \$29.146 Hourly

The rate of pay for a starting Command Lieutenant will not be less than 120% of the rate of pay for a three (3) year Patrol Officer, and after six (6) months in rank will not be less than 124% of the rate of pay for a three (3) year Patrol Officer. If the negotiated rate of pay for a Command Lieutenant drops below the above referenced percentages, the rate of pay will be recalculated to reflect the appropriate percentage differential.

ARTICLE XXVI (continued)
WAGES

SECTION 2. Education and Training Supplement

Effective July 1, 2000, employees covered by this Agreement who have obtained a Bachelors degree from an accredited college or university and have successfully completed either the FBI National Academy or Staff and Command, shall receive a supplemental payment of one percent (1%) of their base rate of pay for all hours worked (see Section 1).

Effective July 1, 2001, the education and training supplemental payment will be in the amount of two percent (2%) of the base rate of pay for all hours worked (see Section 1).

ARTICLE XXVII
MISCELLANEOUS PROVISIONS

SECTION 1. DISCIPLINARY DUE PROCESS AND MEMBERS' RIGHTS

- A. The intent and purpose of this Article is to provide disciplinary due process action in lieu of Section 26-27 of the City Code that is hereby expressly waived. When employee disciplinary action is necessary, the following disciplinary options are available to the Department:

This form of discipline is usually at the level of a member supervisory officer, who shall be empowered to issue reprimands (both oral [in the form of a "Written Notice of Oral Reprimand"] and written), copies of which will be submitted to the Union Representative and Chairman. A written reprimand may be appealed to the Chief of Police for a hearing (Chief's Hearing) or, if issued by the Chief, then to the City Administrator.

Upon a full investigation of allegations against an employee, including interviews with the employee the Chief may conduct a hearing and render any disciplinary penalty, including a suspension or discharge. The Chief's decision will be transmitted in writing to the affected member and, if requested by the member, to the Union Chairman within five (5) working days of the completion of the hearing.

- B. Appeals Process. All cases of discipline may be processed as a grievance or to arbitration.
- C. The City agrees that upon imposing discipline, the Union representative may be notified in writing of the action taken. Employees may be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. This section does not pertain to employee counseling.
- D. When twenty-four (24) months of satisfactory service have been completed from the last disciplinary action taken by the City, all written reprimands appearing in the records shall, at the request of the employee, be removed.
- E. The Department shall give a member at least five (5) working days notice with a copy to the Union of any disciplinary matter scheduled to be heard at a Chief's Hearing.

ARTICLE XXVII (continued)
MISCELLANEOUS PROVISIONS

SECTION 1. DISCIPLINARY DUE PROCESS AND MEMBERS' RIGHTS (continued)

- F. An association officer, legal counsel, or both have the right to be present at all Chief's Hearings at the request of the member. The legal counsel shall be permitted to cross-examine all witnesses against the member, if testimony is taken.
- G. Throughout all Chief's Hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.
- H. Whenever a member is subjected to interrogation by his Supervisor and/or Chief of Police for any reason which could lead to disciplinary action, dismissal or criminal actions or charges, such interrogation shall be conducted under the following conditions:
 - 1. The interrogation shall be conducted at a reasonable hour, preferably at the time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
 - 2. No interrogation shall begin until the member has been notified that he has a right to have counsel or an officer of the Union present.
- I. If any member is ordered to make an oral statement, he shall comply, subject to the receipt of Miranda or Garrity warning, or both, and shall be given a reasonable time to act in accordance with such rights, not to exceed twenty-four (24) hours, excluding weekends and holidays. After a member is ordered to make any written statement in response to any alleged misconduct on his part, he shall have at least thirty-six (36) hours from the time of the order to comply.
- J. A member who is charged with a felony or misdemeanor may be suspended by the Chief of Police without pay until such time that the criminal case is completed and a decision is rendered at a Chief's Hearing. A Chief's Hearing may be conducted regardless of the outcome of the criminal case, but shall not be required.
- K. Any member may be temporarily suspended, with pay, from duty by any superior officer in order to insure the good order and efficiency of the Department.
- L. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as police officers until such time that the suspension is rescinded by the Chief of Police.
- M. All suspension days will be deducted for the member's total departmental service time for the purpose of determining a member's seniority.

SECTION 2.

Employees may, in writing, direct the City to deduct each month from their salary the amount of their dues to the Association. The City agrees to comply with such written authority and to transmit such sums to the Association.

ARTICLE XXVII (continued)
MISCELLANEOUS PROVISIONS

SECTION 3.

The City agrees to pay 2/3 of the dues to the Wayne County Lieutenants, Sergeants and Corporals Association for eligible employees covered by this Agreement, thus facilitating a meaningful dialogue and relationship with other law enforcement agencies in mutual problems, common goals, and solutions. Repayment to the officer will be made upon presentation of a paid receipt to the Controller's Office.

ARTICLE XXVIII
GENERAL

SECTION 1.

In the event that any provision of the Agreement shall at any time be held contrary to law by a court of competent jurisdiction from those final judgments or decrees no appeal has been taken within the time provided therefor, such provision shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

SECTION 2.

Copies of this Agreement shall be distributed by the City, at the City's expense, once to all T.I.L.A. unit members.

ARTICLE XXIX
DURATION

SECTION 1.

This Agreement shall be in effect from January 1, 1999, through to and including June 30, 2002, subject to ratification by the Association and the City Council, City of Trenton.

SECTION 2.

If either party desires to modify or change this Agreement, it shall, not less than sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment may set forth the nature of the amendment or amendments desired.

SECTION 3.

If notice of amendment of this Agreement has been given in accordance with Section 2, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

SECTION 4.

Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

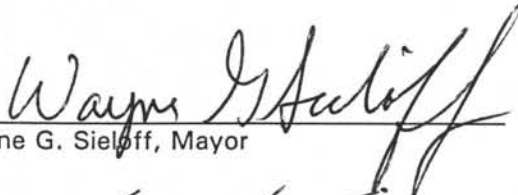
SECTION 5.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, except as provided in SECTION 2 above.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 12th day of July, 1999.

CITY OF TRENTON

**POLICE OFFICERS LABOR COUNCIL,
T.I.L.A.**


Wayne G. Siehoff, Mayor


Keith E. Smith, TILA Chairman

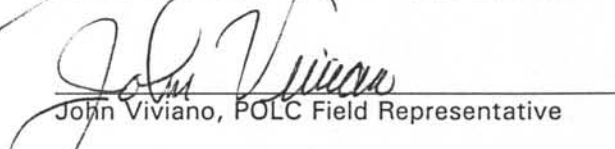

Kyle F. Stack, City Clerk


James L. Menna, TILA Committee Member

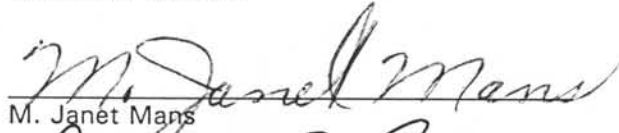
In Presence of the Trenton City Council:


Lonnie L. Shea, TILA Committee Member

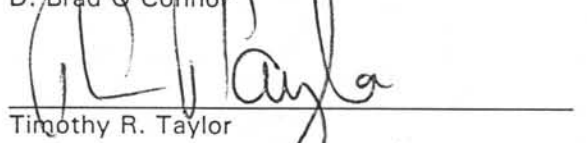

Timber R. Baun-Crooks


John Viviano, POLC Field Representative


William D. LeFevre


M. Janet Mans


D. Brad O'Connor


Timothy R. Taylor


Terrence P. Teifer

Approved by the Trenton City Council: July 12, 1999.

LETTER OF UNDERSTANDING

This letter of understanding is entered into July 12, 1999, by and between the Police Officers Labor Council, T.I.L.A. ("Union") and the City of Trenton ("City").

The parties mutually agree that in the event the Sergeants are ordered into this bargaining unit, the following Articles will be the only issues to be re-opened or addressed. It is further agreed that the discussions and re-opening of these Articles will only pertain to the rank of Sergeant:

Article 1	Recognition
Article 7	Hours of Employment
Article 8	Vacations
Article 10	Personal Days
Article 22	Seniority and Promotions
Article 26	Wages

IN WITNESS WHEREOF the parties hereto by their signature below certify on this 12th day of July, 1999, that the foregoing is a true copy of the Letter of Understanding by and between the Police Officers Labor Council, T.I.L.A., and the City of Trenton.

CITY OF TRENTON:

POLICE OFFICERS LABOR COUNCIL,
T.I.L.A.:

By: _____

M. Joseph Mans

By: _____

Kevin E. Smith

By: _____

Jim Ray

By: _____

James L. Menna

By: _____

W. Bruce Cannon

By: _____

John Vincent Polc

By: _____

T.P.T.

By: _____

Donnie D. Shea

By: _____

Wayne H. Suloff

By: _____

Frank P. Cook

By: _____

William D. Letere