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AGREEMENT

Between

THE CITY OF NEWARK,
NEW JERSEY

Essex County

and

PATROLMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 3

January 1, 1974 through December 31, 1975

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INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	ASSOCIATION SECURITY	2
III	BULLETIN BOARDS	3
IV	GRIEVANCE PROCEDURE AND ARBITRATION	3
V	HOURS OF WORK AND OVERTIME	7
VI	COURT TIME	8
VII	HOLIDAYS	9
VIII	LONGEVITY	10
IX	CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE	11
X	INSURANCE	11
XI	VACATIONS	12
XII	LEAVE OF ABSENCE	13
XIII	FUNERAL LEAVE	14
XIV	SICK AND INJURED LEAVE	15
XV	ASSOCIATION BUSINESS LEAVE	15
XVI	TEMPORARY ASSIGNMENTS	16
XVII	MILITARY CLAUSE	17
XVIII	ACCRUED COMPENSATORY TIME	17
XIX	SENIORITY	17

<u>ARTICLE</u>		<u>PAGE</u>
XX	MAINTENANCE OF STANDARDS	18
XXI	MANAGEMENT RIGHTS	19
XXII	RULES AND REGULATIONS	20
XXIII	PUNITIVE DAMAGES	21
XXIV	EXTRA CONTRACT AGREEMENTS	23
XXV	BAN ON STRIKES	23
XXVI	DISCRIMINATION AND COERCION	24
XXVII	INVESTIGATIONS	25
XXVIII	ASSOCIATION PRIVILEGES AND RESPONSIBILITIES	25
XXIX	DISCIPLINE AND DISCHARGE	26
XXX	MUTUAL AID	27
XXXI	SAVINGS CLAUSE	27
XXXII	WAGES	28
XXXIII	FULLY BARGAINED PROVISIONS	29
XXXIV	DURATION	29
	APPENDIX	31

PREAMBLE

This Agreement, made this day of , 1974, by and between the CITY OF NEWARK, NEW JERSEY, hereinafter referred to as the "City", and POLICEMEN'S BENEVOLENT ASSOCIATION OF NEWARK, NEW JERSEY, LOCAL NO. 3, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the City of Newark and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The City hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all patrolmen of the Newark Police Department including linemen, telephone and teletype operators and uniformed identification officers but excluding managerial executives, craft and professional employees, superior officers, clerical employees, supervisors as defined in the Act, and all others.

Section 2.

Unless otherwise indicated, the terms "police officer", "employee" or "employees" when used in this Agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

ASSOCIATION SECURITY

Section 1.

All employees covered by this Agreement who are members of the Association at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the Association for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Association. Any member may resign from the Association effective January 1 or July 1, in accordance with the noted requirements of N. J. S. A. 52:14-15.9e. In the event the member fails to notify the City on January 1, or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the Association in writing and a copy thereof furnished to the City of Newark.

Section 2.

The Association agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses, or expenses in any matter resulting from action taken by the City of Newark at the request of the Association under this Article.

Section 3.

Subject to the provisions of N. J. S. A. 52:14-15.9e, upon the written authorization by an employee covered by this Agreement, the City agrees to deduct once each month from the salary of each employee the

Article II continued:

sum certified as Association dues and forward the sum to the Association Treasurer and/or any other duly authorized officer. "

ARTICLE III

BULLETIN BOARDS

Section 1.

Subject to prior approval of the Director, which approval shall not be unreasonably withheld, the City shall permit the Association reasonable use of Bulletin Boards in each District, Headquarters and other Police facilities for the posting of notices concerning Association business and activities and concerning matters dealing with the welfare of the employees.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose.

(a) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Article IV continued:

Section 2. Definition

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual, the PBA on behalf of an individual or group of individuals, or the City.

Section 3. Procedure

Step 1. An aggrieved employee shall institute action under the provisions hercof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate Supervisor, for the purpose of resolving the matter informally.

Step 2.
If a grievance is timely, and if no satisfactory agreement is reached within five (5) calendar days, after Step 1, then the grievance shall be reduced to writing and submitted to the employee's commanding officer.

Step 3. If no satisfactory agreement is reached within five (5) calendar days, after Step 2, then a conference will be arranged with the Division Commanding Officer.

Step 4. Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Chief of Police who shall have ten (10) days to submit his decision.

The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4 above. The parties may, by mutual agreement, waive Steps 1, 2, 3 and 4.

Article IV continued:

Step 5. Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Director of Police who shall have ten (10) days to submit his decision.

The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3, 4 and 5 above. The parties may, by mutual agreement, waive the above steps prior to Step 6, and particularly Steps 1, 2 and 3 where circumstances warrant appropriate discussion with the Director and/or Chief of Police.

Step 6. Arbitration

Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision is due or rendered by the Director of Police, whichever is sooner, except for emergent grievances. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration, and an employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

Either party may submit the grievance to Professor Allan Weisenfeld. In the event Professor Weisenfeld is unable to serve, either party may submit their grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The

Article IV continued:

arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

Section 4. City Grievances

Grievances initiated by the City shall be filed directly with the PBA within five (5) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the City and the PBA in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

Section 5. General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided notification of all meetings, steps and grievance answers are given to the Association and the Association is given the opportunity to be present at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1.

(a) The hours for those employees who are assigned to steady administrative or investigative shifts shall be eight (8) consecutive hours in one day and five (5) consecutive days for no more than forty (40) hours in one week.

(b) The hours for those employees other than in (a) above shall be various tours of duty worked out in schedule form and made up for no less than three (3) months in advance, but complying with the general concept of four (4) days or nights on duty and two (2) days or nights off duty. These members shall, for all purposes have considered as time worked, the preparatory time and standby time as required in M. O. P. 246 and 247.

Section 2.

If an employee is required to work overtime in excess of and in continuation of his regular day's shift and said overtime amounts to One (1) hour or less, said time shall be credited to accumulated overtime, and the employees shall receive compensatory time off. If, however, said overtime is in excess of One (1) hour, said time shall be paid for as overtime pay.

Section 3.

If an employee is required to work on his day off, time off, or vacation day, for less than four (4) hours, he shall be paid for four (4) hours at time and one-half (1 1/2) his regular rate of pay. If he is required to work more than four (4) hours, he shall be paid for all the time worked at time and one-half (1 1/2) his regular rate of pay.

Article V continued:

Section 4.

All investigators and detectives shall receive a flat overtime allowance of \$480.00 per year in lieu of overtime worked in connection with routine assignments. When, however, an investigator or detective is specifically ordered to work overtime other than in the completion of routine assignments he shall be paid time and one-half (1 1/2) his regular rate of pay for all time worked overtime.

Section 5.

Before implementing any changes in present hours of work, the Department, with the cooperation of the Association, shall establish an educational program for a five (5) day period whereby the Department and Association will make joint efforts to orient the employees covered by this Agreement concerning such changes in hours. No orientation period shall be required for tentative changes who do not affect an entire unit.

Section 6.

For purposes of overtime, whenever an employee is required to give up his free time it shall be considered work. This shall include uniform inspection, pistol inspection, schools, courses and meetings.

ARTICLE VI

COURT TIME

Section 1.

If an employee is required to appear in any court, judicial or administrative proceeding, in connection with his duties in the Department

Article VI continued:

on his day off, time off or vacation day, he shall be paid for three (3) hours at his regular straight time pay.

ARTICLE VII

HOLIDAYS

Section 1.

The following shall be considered legal holidays during the term of this Agreement:

- | | |
|--------------------------|---------------------|
| 1. New Years Day | 7. Independence Day |
| 2. Lincoln's Birthday | 8. Labor Day |
| 3. Washington's Birthday | 9. Columbus Day |
| 4. Good Friday | 10. Veterans' Day |
| 5. Easter Sunday | 11. Thanksgiving |
| 6. Memorial Day | 12. Christmas Day |

There shall be a thirteenth (13th) holiday designated by the City which may consider an appropriate day as suggested by either one or both of the parties.

Section 2.

All employees covered this this Agreement shall receive a full day's pay for each of the first seven (7) holidays. This shall be paid on the last payday in June.

All employees shall receive a full day's pay for the next three (3) holidays. This shall be paid on the first payday in December.

All employees shall be credited with three (3) days compensatory time for the remaining three (3) holidays as heretofore administered.

Article VII continued:

Denial of compensatory days shall not exceed two (2) years successively.

The Administrative Offices shall remain open on holidays.

Section 3.

The accumulated compensatory time which was not granted and due for holidays for the period 7/1/1965 to 12/31/1970 pursuant to Special Orders 65-75, 65-149, and 66-32 of the Director shall be taken at the discretion of the Director and, if not so taken during the period of employment, shall be granted as compensatory time leave upon honorable separation from the Police Department. It is understood and agreed that the provisions of these Special Orders noted above have terminated as of December 31, 1970.

ARTICLE VIII

LONGEVITY

Section 1.

All employees of the Police Department covered by this Agreement shall be entitled to and paid longevity pay in accordance with the provisions of Ordinance 6S and FH adopted November 2, 1966 entitled "Ordinance to Establish a Longevity Pay Program for Employees of the City of Newark, New Jersey."

ARTICLE IX

CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE

Section 1.

All employees of the Department covered by this Agreement shall be entitled to an annual allowance of Three Hundred (\$300.00) Dollars, payable the second pay period of December, 1974 and, thereafter, an annual allowance of Three Hundred Fifty (\$350.00) Dollars commencing and payable the second pay period of December, 1975. Employees who retire from the Department shall be entitled to a pro rated clothing allowance to the date upon which they submit their retirement for the year in which such retirement is submitted. Employees who are honorably separated from the Department shall be entitled to a pro rated clothing allowance to the date of such separation for the year in which such separation occurs.

ARTICLE X

INSURANCE

Section 1.

All employees of the Department covered by this Agreement, and the eligible members of their families shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans and Major Medical benefits, the premiums of which shall be paid for by the City.

Section 2.

The City shall provide full coverage of a Five Thousand (\$5,000.00)

Article X continued:

Dollar life insurance policy for each employee until said employee's retirement or departure from the Department. The City shall pay the full premiums which hereafter become due and payable.

Section 3.

The City shall pay an additional Ten Thousand (\$10,000.00) Dollar benefit to a deceased employee's family for death resulting from an on-the-job injury.

Section 4.

The City shall provide full coverage of a One Thousand Five Hundred (\$1,500.00) Dollar life insurance policy upon and during the retirement of a covered employee from the Department. The City shall pay the full premiums which thereafter become due and payable.

ARTICLE XI

VACATIONS

Section 1.

The vacation period for the employees covered by this Agreement shall begin on January 1 of each year and continue in effect until December 15 of the following year.

The following schedule shall be observed:

Less than 1 year policeman - one (1) working day
for each month of
service as of February 1st

Article XI continued:

After one (1) year - 20 working days

Section 2. Procedure of Choosing for Vacation:

Vacations shall be chosen by all patrolmen of the Department in order of seniority in the rank of their unit.

Section 3.

This Article shall not be applicable to uniformed identification officers and uniformed telephone and teletype operators who shall continue to enjoy their present vacation schedule.

ARTICLE XII

LEAVE OF ABSENCE

Section 1.

Any employee may be granted, with the approval of the Director or Acting Director of the Department, leave without pay up to a maximum of six (6) months, provided he shall make such request of the officer in charge at least two weeks in advance of the date for which such leave is desired except in the event of emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

Section 2.

Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director or Acting Director and the Municipal Council, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval by the Department of Civil Service.

ARTICLE XIII

FUNERAL LEAVE

Section 1. Death in the Immediate Family

An employee covered by this Agreement, on application to his commanding officer, shall be granted three (3) consecutive days leave of absence and shall suffer no loss of regular pay on the death of wife, husband, father, mother, step-mother, step-father, father-in-law, mother-in-law, son, daughter, step-son, step-daughter, brother, sister, step-brother and step-sister. In special or unusual circumstances, the commanding officer may grant additional time off, in his discretion.

Section 2. Leave Allowance in Special Cases

In special or unusual cases, a commanding officer may allow a police officer or a civilian employee to attend funeral or memorial service for someone other than those persons enumerated in Section 1. The intent of this provision is to cover the situation in which someone other than the immediate kin as raised the police officer, or had a very close relationship with him.

Section 3. Application for Death Leave

Application for a Death Leave shall be executed by employees on the form provided in which shall be stated the specific relationship between the deceased and himself and the days in which he shall be absent. It shall be incumbent upon the commanding officer granting this leave to verify the death of the deceased and the relationship of the subordinate to the deceased.

ARTICLE XIV

SICK AND INJURED LEAVE

The present sick and injured leave policies shall remain unchanged during the term of this Agreement.

ARTICLE XV

ASSOCIATION BUSINESS LEAVE

Section 1.

The members of the Association Negotiating Committee, not to exceed four (4) in number, shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the Association for the purpose of negotiation the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2.

A representative of the Association (The Association President or his designee) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the Association for the purpose of processing grievances, when such meetings take place at a time during which such Association representative is scheduled to be on duty.

Section 3.

The Executive Board of the Association shall be granted time off from duty, provided it does not unduly interfere with the operation of the Department, and shall suffer no loss of regular pay, for the meetings of the

Article XV continued:

Executive Board and the membership meetings of the Association when such meetings take place at a time when such officers are scheduled to be on duty. By meetings is meant the regular monthly meeting and any emergency meeting, not to exceed three emergency meetings per year.

Section 4.

The Association agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to attend such meetings.

Section 5.

Appointed Association Delegates shall be granted time off from duty, provided it does not unduly interfere with the operation of the Department and shall suffer no loss of regular pay to attend an annual Association convention. (Maximum four (4) working days.) The Association shall notify the Police Director at least sixty (60) days prior to the annual Association convention concerning the dates of such convention and the names of the appointed delegates.

ARTICLE XVI

TEMPORARY ASSIGNMENTS

When an employee is assigned to perform the duties of a higher rank for four (4) hours or more, the employee so assigned shall be paid the rate of the first step of the higher position for the time he is so assigned.

ARTICLE XVII

MILITARY CLAUSE

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

ARTICLE XVIII

ACCRUED COMPENSATORY TIME

Section 1.

Any employee covered by this Agreement shall earn three (3) calendar days for each year of service which will be accrued as compensatory time leave up to a maximum of seventy-five (75) calendar days. Such leave will be granted to employees upon honorable separation from the Department after a minimum of fifteen (15) years of service.

Section 2.

All monetary benefits that have accrued to an employee, and would have been payable to him during his active employment shall, upon his demise, be paid pro-rata to his estate provided that such payment is deemed lawful by the City's Corporation Counsel.

ARTICLE XIX

SENIORITY

Section 1.

Traditional principles of seniority shall apply to employees covered

Article XIX continued:

by this Agreement. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon. Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge
- (b) Resignation
- (c) Absence for five (5) consecutive calendar days without leave or notice or justifiable reason for failing to give same.

Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action. The interpretation and application of this Article shall be in conformity with all applicable statutes and rules and regulations.

ARTICLE XX

MAINTENANCE OF STANDARDS

All rights, privileges and benefits existing prior to this Agreement are retained with the following exceptions:

- 1. Those benefits abridged or modified by this Agreement or
- 2. Those changes in benefits which are not substantial and

Article XX continued:

unreasonable.

Elimination or modification of rights, privileges or benefits which are substantial and unreasonable shall be subject to the Grievance Procedure.

ARTICLE XXI

MANAGEMENT RIGHTS

Section 1.

The City, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;

(b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

(c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 2.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and

Article XXI continued:

practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section 3.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R. S. 40 and R. S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE XXII

RULES AND REGULATIONS

Section 1.

The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and opportunity for the discussion of the new rules and regulations shall be afforded to the Association before implementing same.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust the employee or employees shall comply with the rule,

Article XXII continued:

regulation, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IV of this Contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superiors, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the rights of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

The Association shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Association as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Association from grieving the application or interpretation of any rule or regulation in accordance with Article IV.

ARTICLE XXIII

PUNITIVE DAMAGES

Section 1.

Whenever any civil action is brought against any employee covered by this Agreement for any act or omission arising out of and in the course

Article XXIII continued:

of his employment, the City shall defray all costs of defending such action, and shall furnish counsel for the defense of such action, and the costs of appeal, if any, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.

When a plaintiff makes a claim for punitive damages, the City shall defend the action on behalf of the employee until after all discovery proceedings have been completed. Upon completion of discovery, the City and the Association shall confer and if it appears that the employee did not act in a reckless or wanton manner outside the scope of his employment, or if it appears that such an issue is one over which reasonable men may differ, the City shall continue to defend the action on behalf of the employee and the provisions of the preceding paragraph shall apply. If, however, it appears that the employee acted wantonly, recklessly and outside the scope of his employment, the City shall not defend the action, and shall advise the employee to retain separate counsel for the defense of the claim for punitive damages. The City shall reimburse the employee for all reasonable attorneys' fees incurred, and costs. In the event the plaintiff is successful at trial in his claim against the employee for punitive damages and a judgment for punitive damages is returned against the employee, the City and the employee shall have the right to appeal the judgment for punitive damages to the Appellate Division but, in the event the City and the employee do not appeal said judgment, the Association shall have the right to submit the reasonableness of the verdict as to punitive damages to arbitration in accordance with the arbitration provisions of this Agreement. In the event the Arbitrator, after reviewing the entire

Article XXIII continued:

matter, including the trial record, finds the verdict as to punitive damages to be justified, the employee shall pay said judgment. In the event the Arbitrator finds the verdict to be unjustified, the City shall pay the Judgment.

ARTICLE XXIV

EXTRA CONTRACT AGREEMENTS

Section 1.

The City agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to any change in writing.

ARTICLE XXV

BAN ON STRIKES

Section 1.

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will

Article XXV continued:

not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

Section 2.

The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

Section 3.

The Association shall not be held liable for unauthorized acts of unit employees provided the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned and ordering all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XXVI

DISCRIMINATION AND COERCION

Section 1.

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the Association or against the employees represented by the Association because of membership or activity

Article XXVI continued:

in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employees covered by this Agreement because of membership or non-membership in the Association. Nor shall the Employer discriminate in favor of, or assist, any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, age, or national origin. The City will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XXVII

INVESTIGATIONS

General Order 68-3 is recognized as the guideline for employees in regard to official investigations and a copy of this Order shall be given to every employee.

ARTICLE XXVIII

ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

Section 1.

The Association shall have the right to visit the Director and Head-

Article XXVIII continued:

quarters and other police facilities at all reasonable hours for Association business. The Association will not abuse this right.

Section 2.

Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation.

Section 3.

The Association may use the Department mail or message routing system and may use Department mail boxes. Such use shall be reasonable. The Association shall pay for its own postage and stationery.

Section 4.

The Association and the City shall be responsible for acquainting members and managerial personnel respectively with the provisions of this Agreement, and shall be responsible for the adherence of the terms of this Agreement by its members and managerial personnel during the life of this Agreement.

ARTICLE XXIX

DISCIPLINE AND DISCHARGE

Section 1.

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of his seniority, for good and just cause.

Article XXIX continued:

Section 2.

Any actions taken by the City under this Article shall be subject to Article IV, Grievance and Arbitration.

ARTICLE XXX

MUTUAL AID

Section 1.

Employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State Law.

Section 2.

The City shall not require employees covered by this contract to be located to other communities whose policemen are engaged in a job action. This will not preclude the use of personnel of the City of Newark to assist another community when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The City shall not be required to violate any applicable statutes or court decisions.

ARTICLE XXXI

SAVINGS CLAUSE

Section 1.

In the event that any provision of this Agreement shall at any time

Article XXXI continued:

be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 2.

The City and the Association recognize the applicability of existing Presidential Executive Orders concerning prices, rents, wages and salaries. The parties agree to abide fully by the provisions of the aforementioned Presidential Executive Orders and other applicable present or future Executive Orders or Legislation, and that in the event any or all the salary increases or other economic changes for 1974 or beyond cannot legally be made effective, such increases or changes shall be omitted or proportionately adjusted according to law. The parties further agree that in the event IRS or other approval is required to implement any economic changes in this Agreement, the parties will jointly request such approval.

ARTICLE XXXII

WAGES

Wages shall be paid to all employees covered by this Agreement in accordance with Appendix A attached hereto and made a part hereof.

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

Section 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2.

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXXIV

DURATION

Section 1.

This Agreement shall be in full force and effect as of January 1, 1974, and shall be in effect to and including December 31, 1975, without any reopening date. On or after July 1, 1975 and prior to August 1, 1975, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

Section 2.

In the event that the parties have not achieved a mutually satisfactory Agreement by November 1, 1975, the parties will file a joint request in writing

DURATION

1.
This Agreement shall be in full force and effect as of January 1, 1974, and shall be in effect through December 31, 1975, without any reopening date. On or after July 1, 1975, and prior to August 1, 1975, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

Section 2.

In the event that the parties have not achieved a mutually satisfactory agreement by November 1, 1975, the parties will file a joint request, in writing, for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 303, Public Laws of 1968. The aforementioned date may be extended by mutual agreement of both parties.

Section 3.

The terms of this Agreement shall continue in effect during the negotiations between the parties.

Witnessed:

Albert M. Remello
Isaac H. Day

CITY OF NEWARK

[Signature]
[Signature]

Witnessed:

NEWARK POLICE IDENTIFICATION
SUPERIOR OFFICERS ASSOCIATION

Philip Valenza
Paul P. Coffey

Agreement between The City of Newark, New Jersey and Patrolmens
 Benevolent Association, Local No. 3

January 1, 1974 through December 31, 1975

Appendix A

<u>POSITIONS</u>	<u>ANNUAL MINIMUM SALARY</u>	<u>MIDDLE STEP</u>	<u>ANNUAL MAXIMUM SALARY</u>
Police Officer 11-015 - Positions 1432			
January 1, 1974	\$12,084	\$12,664	\$13,250
January 1, 1975	13,084	13,664	14,250
Identification Officer 11-017 Positions 27			
January 1, 1974	12,084	12,664	13,250
January 1, 1975	13,084	13,664	14,250
Police Telephone and Teletype Operator 11-018 - Positions 18			
January 1, 1974	11,500	12,374	13,250
January 1, 1975	12,500	13,374	14,250
Police Lineman 11-019 - Positions 4			
January 1, 1974	11,500	12,374	13,250
January 1, 1975	12,500	13,374	14,250

Article XXXIV continued:

for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 303, Public Laws of 1968. The aforementioned date may be extended by mutual agreement of both parties.

Section 3.

The terms of this Agreement shall continue in effect during the negotiations between the parties.

Witnessed:

Guaranteo Diny
Collective Bargaining Council

CITY OF NEWARK

[Signature]
30 [Signature]

Witnessed:

Anthony Katarwick

NEWARK PATROLMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 3

[Signature]
Patrick J. Morahan
