

Resolution of the City of Newark, N.J.

NO. 7R11-B (AS)

Date of Adoption JAN 20 2010

Dept/ Agency: Administration/Division of Personnel
 Action: (X) Ratifying (X) Authorizing () Amending
 Type of Service: Labor Agreement
 Purpose: Salary increase across the board
 Entity Name: The Police Superior Officers' Association of Newark, New Jersey, Inc.
 Entity Address: 1 Lincoln Avenue, Room 300, Newark, NJ 07104
 Project Fiscal Impact: 2009
 Contract Period: January 1, 2009 through December 31, 2012
 Contract Basis: () Bid () State Vendor () Prof. Ser. () EUS
 () Fair & Open () No Reportable Contributions () RFP () RFQ
 () Private Sale () Grant () Sub-recipient () n/a (X) Agreement

Approved as to Form and Legality on Basis of Facts Set Forth

[Signature]
 Corporation Counsel

[Signature]
 Factual contents certified by
[Signature] Personnel Dir
 Title

Council Member Bell presents the following Resolution:

WHEREAS, the Police Superior Officers' Association of Newark has been certified by the Public Employment Relations Commission as the majority representative for certain employees of the City of Newark, New Jersey, as that term is defined in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

WHEREAS, the City of Newark has negotiated in good faith with said majority representative over terms and conditions of employment for the period covering January 1, 2009 through December 31, 2012.

WHEREAS, as a result of collective bargaining negotiations and settlement, the terms and conditions of employment for the aforementioned period have been imposed upon the parties and are incorporated into the Labor Agreement attached hereto. The agreement shall be binding upon all employees in the unit represented by said majority representative, whether or not they are members of such representative, as provided in N.J.S.A. 34:13A-5.3.

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY:

- The Business Administrator of the City of Newark is hereby authorized on behalf of the City of Newark to execute the Agreement attached hereto.
- The Municipal Council of the City of Newark hereby ratifies the Agreement from January 1, 2009 to the date of adoption.
- The executed copy of the Labor Agreement be filed with the Office of the City Clerk, and the Public Employment Relations Commission c/o Public Sector Librarian, IMLR Library - Rutgers University, Ryders Lane and Clifton Avenue, New Brunswick, New Jersey 08903 as required by N.J.S.A. 34:13A-8.2.
- Any modifications in health benefits provisions effectuated in the above referenced contract are hereby incorporated by reference into this resolution.

STATEMENT

This resolution is authorizing the execution of a labor agreement between the City of Newark and the Police Superior Officers' Association of Newark covering January 1, 2009 through December 31, 2012.

CERTIFIED TO BY ME THIS

Do not use space below this line

JAN 21 2010

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
Amador	<input checked="" type="checkbox"/>				James	<input checked="" type="checkbox"/>				Ramos				<input checked="" type="checkbox"/>
Bell	<input checked="" type="checkbox"/>				Payne	<input checked="" type="checkbox"/>				Rice				<input checked="" type="checkbox"/>
Gonzalez	<input checked="" type="checkbox"/>				Quintana, Vice Pres.	<input checked="" type="checkbox"/>				Crump, Pres.	<input checked="" type="checkbox"/>			

✓ Indicates Vote

AB - Absent

NV - Not Voting

Adopted at a meeting of the Municipal Council of the City of Newark, N.J.

[Signature]
 President of the Council

[Signature]
 City Clerk

AGREEMENT

BETWEEN

The CITY OF NEWARK, NEW JERSEY

AND

THE POLICE SUPERIOR OFFICERS' ASSOCIATION

OF

NEWARK, NJ, Inc.

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

TABLE OF CONTENTS

<u>ARTICLE:</u>	<u>PAGE:</u>
PREAMBLE	4
I. RECOGNITION	4
II. PAYROLL DECUCTION OF ASSOCIATION DUES	5
III. SERVICE OFFICERS	7
IV. GRIEVANCE PROCEDURE AND ARBITRATION	8
V. HOURS OF WORK AND OVERTIME	11
VI. COURT TIME	15
VII. HOLIDAYS	16
VIII. LONGEVITY	17
IX. CLOTHING EQUIPMENT AND MAINTENANCE ALLOWANCE	18
X. HEALTH INSURANCE AND LIFE INSURANCE	19
XI. VACATIONS	27
XII. LEAVE OF ABSENSE	29
XIII. FUNERAL LEAVE	29
XIV. SICK AND INJURED LEAVE	30
XV. ACCRUED COMPENSATORY TIME	31
XVI. PERSONAL BUSINESS	32
XVII. SENIORITY	32
XVIII. MAINTENANCE OF STANDARDS	33
XIX. MANAGEMENT RIGHTS	34
XX. RULES AND REGULATIONS	35
XXI. PUNITIVE DAMAGE	36

XXII. EXTRA CONTRACT AGREEMENTS	37
XXIII. BAN ON STRIKES	37
XXIV. DISCRIMINATION AND COERCION	38
XXV. INVESTIGATIONS	38
XXVI. ASSOCIATION PRIVILEGES—RESPONSIBILITIES	39
XXVII. SAVINGS CLAUSE	41
XXVIII. WAGES	41
XXIX. FULLY BARGAINED PROVISIONS	41
XXX. DURATION	42
i. APPENDIX A: DENTAL	44
ii. APPENDIX B: SALARY	46

PREAMBLE

This Agreement is made and entered into on the date set forth below by and between THE CITY OF NEWARK, NEW JERSEY, having its principal place of business in City Hall, in the City of Newark, New Jersey, and hereinafter referred to as the "City", and THE POLICE SUPERIOR OFFICERS' ASSOCIATION OF NEWARK, NEW JERSEY, INC., a duly incorporated association, having its principal place of business at 1 Lincoln Avenue, Room 300, Newark, New Jersey, and hereinafter referred to as the "Association",

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering salaries, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE I

RECOGNITION

SECTION 1:

The City hereby recognizes the Association as the sole and exclusive representative within the meaning of the New Jersey Employer-Employee Relations Act for all Superior officers employed by the Police Department of the City in the positions of Sergeant, Lieutenant and Captain, but excluding Police Officers and all other supervisory and non-supervisory employees, clerical employees, managerial executives, confidential employees, craft employees, professional employees and all others.

ARTICLE II

PAYROLL DEDUCTION OF ASSOCIATION DUES

SECTION 1:

Upon the written authorization by an employee covered by this Agreement, the City agrees, in accordance with N.J.S.A.52:14-15.9e, to deduct twice each month, from the salary of each employee, the sum certified as Association dues and forward the sum to the Association Treasurer and/or other duly authorized Association officer. Once an authorization is given, it shall remain in effect unless terminated by the employee upon written notice or termination of his/her employment. The filing of a notice of withdrawal shall halt deductions of July 1 or January 1, whichever is sooner next succeeding date on which the notice of withdrawal is filed.

SECTION 2:

If an employee covered by this Agreement does not become a member of the Association during any membership year (January 1 through December 31) which is covered in whole or in part by this Agreement, said employee will be required to a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the exclusions set forth in N.J.S.A. 34:13A-5.5(b) and the representation fee has been thus set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the City a list of those employees who have not become members of the Association for the then current membership year. The City will deduct from the salaries of such employees the full amount of the representation fee and will transmit within a reasonable period of time the amount so deducted to the Association.

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

1. 30 days after receipt of the aforesaid list by the City;
2. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the City in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position, whichever is later.

If an employee who is required to pay a representation fee terminates his or her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Except as otherwise provided in this Section 2, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

The Association will notify the City in writing of any changes in the list provided for above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the City received such notice.

On or about the last day of each month, beginning with the month in which this Agreement is executed, the City will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

The Association has established and shall continue to maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5, as amended. Such procedures shall also provide for the creation of an interest bearing escrow fund to be maintained by the Union for the deposit of any monies that are the subject of a dispute or an appeal under this Article. Such funds shall be held in escrow pending an adjudication of any such dispute or appeal. Upon receipt of a written request from the City, the Association shall furnish the City with a copy of its rules and regulations applicable to its "demand and return" system. The Association shall also furnish the City with all appropriate data utilized by the Association to establish its agency fee.

SECTION 3:

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 at the request of the Association under this Article.

SECTION 4:

Should the Association have any retroactive dues money owed because of any delay in contract negotiations, or any other reason, the city will deduct the dues in the amount of which the Association will provide for each member.

ARTICLE III

SERVICE OFFICER

SECTION 1:

An employee lower than the rank of Captain shall be selected by the Association, subject to the approval of the Director, as service officer and it shall be his/her duty to assist the next of kin whenever an employee covered by this Agreement passes away. When the Department is notified of such a death, the officer in charge at the time shall immediately notify the service officer who shall be excused from his/her regular duties, where practicable, without loss of pay in order to assist the next of kin.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1:

Purpose:

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.

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 Association 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 hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference(s) between the aggrieved employee and his/her 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 after Step 3, then the matter shall be submitted to the Chief of Police who shall have ten (10) calendar days to submit his/her decision. The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4. The parties may by mutual agreement waive Steps 1, 2, 3, and 4.

Step 5:

Should no acceptable agreement be reached within five (5) calendar days after Step 4, then the matter shall be submitted to the Director of police who shall have ten (10) calendar days to submit his/her 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 steps prior to step 4. If a grievance arises as a result of action taken by the Chief of Police, Police Director or a city official, the grievance shall be filed with the 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) calendar 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. An employee who elects to proceed to arbitration shall be deemed to have waived the right to proceed under Civil Service Law, Rules and Regulations and Procedures.

Either party may submit the grievance to arbitration by filing a notice with the New Jersey State Board of Mediation or the Public Employment Relations Commission. The arbitrator shall be appointed and shall serve in accordance with the rules and regulations of the applicable agency. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be final and binding on all the parties.

The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the City 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 Association within ten (10) calendar days after the event-giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representatives of the City and the Association in an earnest effort to adjust the difference 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/her own grievance and representing himself/herself, 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) If the City fails to meet and/or answer any grievance within the prescribed time limits as herein before provided, such grievance shall be presumed to be denied may be processed to the next step.

SECTION 6:

Disciplinary Grievances:

A grievance over minor disciplinary actions as this term is defined by Department of Personnel rules and regulations, shall proceed through the grievance arbitration procedure provided by Article IV. All major disciplinary actions shall proceed through the hearing procedures provided by Civil Service statutes, Merit System Board and Office of Administrative Law rules and regulations.

ARTICLE V

HOURS OF WORK AND OVERTIME

SECTION 1:

(a) The hours of work 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. Detectives will be subject to working a 4/2 schedule at the discretion of the commanding officer. All tour changes for detectives shall be made only upon notification as required by section (b) of Article V.

(b) The hours of work 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. These members shall, for all purposes, have considered as time worked the preparatory time and standby time as required in Rules and Regulations 246 and 247. Effective January 1, 2000, the aforesaid notice shall become one (1) month in advance. Effective January 1, 2000, a voluntary waiver of said notice by an employee may be used. The language of said waiver will be agreed upon by the City and the S.O.A.

(c) Each Superior Officer who is assigned to the District Desk, the Central Communications Dispatch Operations Supervisor (floor operations), excluding administrative supervisory personnel, and the Prisoner Processing Section Supervisor (Cell Block area), excluding Administrative supervisory personnel, shall be granted a lunch break not to exceed thirty (30) minutes during his/her tour of duty. This break shall be taken as near to the midpoint of the officer's tour of duty as possible, provided that the affected officer remains in the building and within sight of his/her duty station in case an emergency situation arises which requires his/her immediate attention.

SECTION 2:

If an employee is required to work in excess of and in continuation of his/her regular day's shift, all time worked will be paid at time and one half (1 ½) his/her regular rate of pay.

SECTION 3:

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

pay. If an employee is required to work more than four (4) hours, said employee shall be paid for all the time worked at one and one-half (1-1/2) times the regular rate of pay.

SECTION 4:

Effective January 1, 1997, each Detective Captain, Detective Lieutenant and Detective Sergeant shall receive a flat overtime allowance of \$1,100.00 in lieu of an hourly overtime payment for work performed in connection with routine assignments.

Effective January 1, 2006, each Detective Captain, Detective Lieutenant and Detective Sergeant shall receive a flat overtime allowance of \$1,350.00 in lieu of an hourly overtime payment for work performed in connection with routine assignments.

However, whenever a Detective Captain, a Detective Lieutenant or a Detective Sergeant is specifically ordered to work overtime, other than in the completion of routine assignments, he/she shall be paid one and one-half (1-1/2) times the regular rate of pay for all time worked overtime. The Union recognizes that the term Detective does not connote a Civil Service rank.

SECTION 5:

Effective January 1, 1995, each superior officer, including those Superior Officers assigned to the Central Communications Division, shall receive a monthly stress/shift differential pay allowance of seventy-five dollars (\$75.00) or a pro-rata share of the same sum provided they are either permanently assigned to work on a rotating shift basis or they are permanently assigned to work on steady shifts, the starting time of which does not begin between the hours of 5:45 a.m. and 12:00 noon.

Effective January 1, 2007, each superior officer, including those Superior Officers assigned to the Central Communications Division, shall receive a monthly stress/shift differential pay allowance of one-hundred dollars (\$100.00) or a pro-rata share of the same sum provided they are either permanently assigned to work on a rotating shift basis or they are permanently assigned to work on steady shifts, the starting time of which does not begin between the hours of 5:45 a.m. and 12:00 noon.

Those superior officers who are temporarily assigned to work a shift as mentioned in this Section shall receive a pro-rata share of the monthly allowance, based on the length of time they serve in said capacity, in accordance with an interest arbitration award of Jonas Aarons, dated September 29, 1981, PERC Docket No. IA-81-33.

SECTION 6:

Before implementing any change 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, which do not affect an entire unit.

SECTION 7:

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

SECTION 8:

When an employee is assigned to perform 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 so assigned.

SECTION 9:

Insofar as the compensation of employees is provided for by ordinance or Executive Order as an annual salary amount, calculation of a "day's pay" shall be dependent upon both the specific annual salary to which the individual is entitled under the terms of such ordinance or Executive Order as then in effect and on the number of official work days existing in the calendar year. Official workdays shall be exactly equal to the number of weekdays, i.e., Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, occurring in the calendar year. Specific calculation of a day's pay shall be made as follows: the annual salary shall be divided by the product of the official work days and the number of standard hours required in a regular work shift. An employee's standard shift shall be considered as eight hours in length. The result of the division indicated shall be truncated after the second decimal place, which result shall be utilized as the effective hourly rate of the employee. A "day's pay" shall then be defined as the product of the effective hourly rate and the standard hours per shift.

SECTION 10:

Superior officers who are members of either the bomb squad or emergency response team ("ERT") shall receive an annual stipend of \$4,000.00, payable quarterly or a pro rata share of said sum.

Superior officers who are members of either the bomb squad or the emergency response team ("ERT") when designated on call shall receive one and one-half (1 ½) hours compensatory time for each and every on call assignment. A Superior officer shall not, however, receive more than one such

compensatory time payment for each twenty-four (24) hour period commencing with the starting time of the Superior officer's last scheduled tour of duty. This payment shall be in addition to any recall pay required by this agreement.

SECTION 11:

Overtime payments shall be made no later than four (4) weeks from the date the overtime request for payment are submitted to the superior officer's command.

SECTION 12:

There shall be no pyramiding of overtime pay provided for in Article 5, Section 3 and Article 6, Section 1, or in any other Article or Section of this Agreement. In the event that an employee is required to work as contemplated in more than one of the above referenced sections within the same calendar day, the greater four hour period will apply.

However, in the event that the employee is required to work for more than the four hour period, said employee will be paid at the overtime rate for all hours in excess of the four hour period. The City and the Association will draft a mutually acceptable overtime form that will obviate the need for multiple overtime forms for situations such as that described herein.

It is recognized that the above language was designated to prohibit pyramiding of overtime and that there was no intent to impact upon the payment to be made to any bargaining unit employee who is required to return to work at a later time that same calendar day.

SECTION 13:

For training purposes, any member working a midnight tour of duty shall be given the option of changing his/her schedule to a tour designated for training by the Police Department. The tour change option shall be exercised by the member, upon notification of the training assignment by the Police Department. Members shall be provided no less than thirty (30) days notice of the scheduling of any such training. At the Completion of training, the member shall return to the midnight tour of duty, with no further obligation to provide him/her with another 30-day notice as contemplated in Article 5, Section 1 (b) of the Collective Bargaining Agreement. Article 5, Sections 3 and 7 shall not apply to this clause.

SECTION 14:

All compensatory time, including on-call time, accrued on or after 1/1/2010 by employees shall be used or paid out within 24 months of accrual, paid at the current rate of pay at the time of payment.

ARTICLE VI**COURT TIME**SECTION 1:

Effective January 1, 1995, if an employee is required to appear in any court, judicial or administrative proceeding in connection with his/her duties in the Department on a day off, time off or vacation day, he/she shall be paid at time and one half (1 1/2) for a minimum of three (3) hours with additional time to be paid at time and one-half (1 1/2) after rounding up to the next one half hour.

SECTION 2:

Court time payment shall be made no later than four (4) weeks from the date that the court time request for payment is submitted to the Superior's command.

ARTICLE VIIHOLIDAYSSECTION 1:

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

- | | |
|--------------------------------------|---|
| 1. New Year's Day | 9. Memorial Day |
| 2. January 2 nd | 10. Independence Day |
| 3. Dr. Martin Luther King's Birthday | 11. Labor Day |
| 4. Lincoln's Birthday | 12. Columbus Day |
| 5. Washington's Birthday | 13. Veteran's Day |
| 6. St. Patrick's Day | 14. Thanksgiving Day |
| 7. Good Friday | 15. Christmas Day |
| 8. Easter Sunday | 16. Peace Officers Memorial
Day (May 15) |

SECTION 2:

The employee's base salary plus his/her longevity entitlement shall be utilized in computing holiday pay.

SECTION 3:

As of January 1, 2010, all holidays shall be calculated as an hourly component of salary and longevity and shall be included in bi-weekly salary checks. The holiday component of the base salary shall not be used in computation of overtime (Article V), Court time (Article VI) nor shall the holiday component be included in any computations performed in accordance with the Fair Labor Standards Act requirements or in the computation of an other fringe benefits referred to in this Agreement.

As of January 1, 2010, the practice of crediting employees with 3 days of compensatory time in lieu of holidays shall cease.

All previous holiday time accumulated shall remain in effect. As in the past, denial of time off for the aforesaid compensatory days shall not exceed two (2) years successively and administration offices shall remain open on the holidays specified in Section 1 of this Article.

ARTICLE VIII**LONGEVITY****SECTION 1:**

All employees of the Police Department covered by this Agreement, for long and faithful service, shall be paid longevity payments on a prorated basis with each earned salary check during the calendar year at the percentage of his/her permanent salary to be computed as follows:

First Step:	On the anniversary date which represents the commencement of the 5th year of service and every anniversary date thereafter..... 4%
Second Step:	On the anniversary date which represents the commencement of the 10th year of service and every anniversary date thereafter..... 6%
Third Step:	On the anniversary date which represents the commencement of the 15th year of service and every anniversary date thereafter8%
Fourth Step:	On the anniversary date which represents the commencement of the 20th year of service and every anniversary date thereafter10%
Fifth Step:	On the anniversary date which represents the commencement of the 25th year of service and every anniversary date thereafter12%
Sixth Step:	On the anniversary date which represents the commencement of the 30th year of service and every anniversary date thereafter..... 14%

SECTION 2:

Longevity credits shall be based on the permanent current salary received by the employee in the current year.

SECTION 3:

All other terms and conditions for the accrual of all payments of longevity as set forth in Ordinance 6S &FH, adopted November 2, 1966, as amended shall remain in full force and effect.

ARTICLE IX**CLOTHING EQUIPMENT AND MAINTENANCE ALLOWANCE****SECTION 1:**

Each employee covered by this Agreement shall be entitled to an annual clothing, equipment and maintenance allowance of One Thousand Dollars (\$1,000.00) which shall be paid on the first "non-payday Friday" in December. In addition, members of the bargaining unit shall receive an additional \$50.00 per year as settlement of the grievance docketed as PERC Docket No: AR-2005-481. Payment shall be made on the same basis as the annual clothing, equipment and maintenance allowance.

SECTION 2:

It is agreed that a joint Committee consisting of representatives of both parties to this Agreement shall be established to review the procedures concerning the periodic inspection of clothing and uniforms.

SECTION 3:

Superior officers who are members of either the mounted squad or the motorcycle unit shall receive an annual stipend of \$575.00 in addition to the payment set forth in Section 1 of this Article.

ARTICLE X

HEALTH INSURANCE AND LIFE INSURANCE

SECTION 1: **HOSPITALIZATION, MEDICAL-SURGICAL RIDER "J" AND MAJOR MEDICAL COVERAGE (Active Employees)**

(a) The City agrees to continue to provide at its expense (except as otherwise provided herein) the following health insurance coverage during the term of this Agreement for all active employees and their eligible dependents (dependent children are covered to the end of the calendar year in which they turn 23). The current hospitalization plan (Blue Cross Group Comprehensive Plan) shall remain in full force and effect. The Medical-Surgical Plan shall be the Blue Shield P.A.C.E. Plan with Rider J (\$400.00 aggregate limit) and Emergency Medical Room Rider. The City agrees to continue to provide at its expense major medical coverage with an individual lifetime maximum of \$500,000.

(b) Effective January 1, 2006 the City agrees to continue to provide at its expense major medical coverage with an individual lifetime maximum of \$1,000,000. The Major Medical annual deductible shall be Two Hundred and Fifty dollars (\$250.00).

(c) Effective January 1, 1995, a Mandatory Second Surgical Opinion is required for all active employees and their eligible dependents (dependent children are covered to the end of the calendar year in which they turn 23). Effective January 1, 1998, the Patient Admission Review Program (PAR), shall be established as that program is administered under the present insurance practice conducted by the City of Newark's Traditional Plan.

(d) Effective June 1, 2009, the City agrees to increase major medical coverage from a \$1,000,000.00 lifetime maximum to an unlimited maximum for active employees and those non-Medicare eligible employees that retire on or after June 1, 2009. The major medical deductible shall be two hundred and fifty dollars (\$250.00).

SECTION 2: **Pre-Paid Prescription Plan (Active Employees)**

Effective January 1, 2006, The City agrees to continue to provide at its expense (except as otherwise provided herein) a pre-paid prescription plan with a five dollar (\$5.00) co-payment for each generic prescription drug and a ten dollar (\$10.00) co-payment for each non-generic prescription drug for all active employees and their eligible dependents. (Dependent children are covered through the calendar year in which their 23rd birthday occurs.

SECTION 3: Dental Insurance Plan (Active Employees)

The City agrees to continue to provide at its expense (except as otherwise provided herein) a pre-paid dental insurance plan as more particularly described in Appendix A hereof during the term of this Agreement for all active employees and their eligible dependents (dependent children are covered to age 23). Effective 1/1/2000 the limit on the annual reimbursement under the open dental plan will be increased from \$1,000.00 to \$1,500.00.

SECTION 4: Health Maintenance Organizations (Active Employees)

In the event the City is required to offer alternative coverage through a Health Maintenance Organization, employees may exercise their option to select such alternative coverage. Any employee who chooses to join a Health Maintenance Organization shall bear such costs of the health plan which exceed the costs of the regular City plan.

SECTION 5: Continuation of Benefits/ Line of Duty Death

The City agrees to provide to the spouse and eligible dependent(s) of an active employee who is killed in the line of duty all health benefits of an active employee as set forth in this Article. These benefits shall terminate in accordance with the applicable dependent coverage limitations, or upon the dependent spouse re-marrying.

Effective January 1, 2009, there shall be a twenty-five thousand-dollar (\$25,000.00) payment to the spouse or civil partner, or if the spouse or civil partner is deceased, the eligible dependents or estate, if an employee is killed in the line of duty as determined by the New Jersey Department of Treasury, Division of Pensions and Benefits.

SECTION 6:(a). Hospitalization, Medical Surgical. Rider "J" and Major Medical Retired Employees)

1. Eligible retirees, with twenty-five years of continuous service, who retired on or after January 1, 1983, and their eligible dependents (dependent children are covered to age 19) shall be entitled to the following coverage effective July 1, 1983: Blue Cross Group Comprehensive Plan; Blue Shield 14/20 Medical-Surgical Plan; Rider "J" (\$125.00 annual allowance); Medical and Accidental Emergency Room Riders; and Prudential Major Medical Plan. Said coverage is to continue until such time as the retiree attains the age of sixty-five (65) and is thereby eligible for coverage under Medicare or Equivalent Coverage as described herein.

2. Effective January 1, 2000 eligible retirees with twenty five years of service, who retire on or after January 1, 2000, and their eligible dependents, shall be provided with the BC/BS P.A.C.E. (Performance and Cost Effectiveness) Medical/Surgical Plan.
3. Eligible retirees, with twenty-five (25) years of service, who retire on or after January 1, 1988, and their eligible dependents, shall be provided with an individual \$250,000.00 lifetime maximum on their Major Medical coverage.
4. Effective January 1, 1996, eligible retirees with twenty-five (25) years of service, who retire on or after January 1, 1996, and their eligible dependents, shall be provided with an individual \$500,000.00 lifetime maximum on their major medical coverage.
5. Effective January 1, 2006, eligible retirees with twenty-five (25) years of service, who retire on or after January 1, 2006, and their eligible dependents, shall be provided with an individual \$1,000,000.00 lifetime maximum on their major medical coverage, and the annual Major Medical deductible shall increase to Two Hundred and Fifty dollars (\$250.00).
6. Eligible retirees, with twenty-five years of continuous service, who retired on or prior to December 31, 1982, and their eligible dependents shall be entitled to the following coverage: Blue Cross Group Comprehensive Plan; Prudential 14/20 Medical Surgical Plan; and Prudential Major Medical Plan. Said coverage is to continue until such time as the retiree attains the age of sixty five (65) and is thereby eligible for coverage under Medicare or Equivalent Coverage as described herein.
7. Eligible retirees who have earned sufficient credits under the Social Security Program to be eligible for Medicare Part A coverage shall be reimbursed by the City for the purchase of Medicare Part B upon proper notification by the retiree to the City.
8. Eligible retirees who have not earned sufficient credits under the Social Security Program to be eligible for Medicare Part A coverage shall be provided Equivalent Coverage by the City upon proper notification by the retiree to the City. Medicare Part B premiums for these same eligible retirees shall be paid by the City upon submission by the retiree to the City of his/her initial Medicare Part B bill.
9. Effective January 1, 2000, the reimbursement for Medicare Part B, will be eliminated for all who retire on or after January 1, 2000.
10. All eligible retirees shall receive, at the City's expense, for themselves and their eligible dependents, supplemental coverage for Medicare Part A (or Equivalent Coverage) Medicare Part B and integrated Major Medical.
11. Effective January 1, 1998, for eligible retirees with 25 years of service and their eligible dependents, who retire on or after January 1, 1998, the Patient Admission Review Program (PAR), shall be established as that program is administered under the present insurance practice conducted by Blue Cross and Blue Shield of New Jersey.
12. For the purpose of health and medical benefits outlined in this section, dependent coverage shall be as follows: the Blue Cross Hospitalization Plan benefits shall cover eligible dependent children until the end of the calendar year in which their nineteenth (19th) birthday occurs. The Prudential Major Medical benefit shall cover eligible dependent children until the date on which their nineteenth birthday (19) occurs unless both of the following conditions are met: (a) the child is

wholly dependent upon the retiree for support and maintenance, and (b) the child is enrolled as a full-time student in an educational institution: in which case eligible dependent children shall be covered until the date on which their twenty third (23) birthday occurs.

13. Effective January 1, 2006, for eligible retirees with 25 years of service and their eligible dependants, who retire on or after January 1, 2006, the City will provide Blue Cross Hospitalization plan benefits for eligible dependent children of retirees who are wholly dependant upon the retiree for support and maintenance and when the child is enrolled as a full time student in an educational institution until the end of the calendar year in which the 23rd birthday occurs.
14. Effective June 1, 2008:
 - All Medicare (Parts A and B) eligible retirees and their eligible dependents (legal spouse or eligible Civil Union partner) will be ineligible for the City's traditional retiree health plan offered by Horizon Blue Cross Blue Shield of New Jersey (hospitalization/med-surgical).
 - All Medicare (Parts A and B) eligible/enrolled retirees and their eligible/enrolled spouse or Civil Union partner who are entitled to City funded retiree health benefits will be entitled to enroll in the contracted carrier provided Medicare retiree plan. The City agrees to assume the full employer billed cost of the carrier provided Medicare retiree plan for the eligibly enrolled population.
 - The City will no longer provide a separate Medicare supplemental retiree health insurance plan for Medicare eligible retirees or their Medicare eligible dependents. The carrier provided Medicare retiree plan will be the sole employer sponsored retiree health benefit plan for all Medicare eligible retirees and their eligible spouse/Civil Union partners.
 - The enrollment under the carrier provided Medicare retiree plan will be based on single member enrollment. Therefore, the eligible retiree and eligible spouse/Civil Union partner will be provided with separate enrollment under the carrier provided Medicare retiree plan.
 - All confirmed Medicare ineligible (based on notification from Medicare indicating Part A benefit is not "premium free".) retirees and their spouse/Civil Union partner will be entitled to the traditional retiree health plan noted in their union contract or by health benefit entitlement established by ordinance.
 - Eligible retiree's entitlement under the carrier provided Medicare retiree plan will continue for the remainder of the retiree's life.
 - All City sponsored health benefit coverage for the spouse, Civil Union partner and dependent children will cease immediately upon the retiree's death.
 - Medicare eligible retirees that reside outside of the 50 States are ineligible to participate in the carrier provided Medicare retiree plan. Traditional retiree plan entitlement will continue for retirees, their spouses and eligible Civil Union partners that have permanent residence outside of the 50 States. They will receive benefit in accordance with the contract or by health benefit entitlement established by ordinance.
 - Retirees and their eligible spouse that are at least age 65 but ineligible (based on notification from Medicare) for Medicare Part A or B must submit the original notification letter they received from Medicare to the City. These retirees will be ineligible to enroll in the carrier

provided Medicare retiree plan and must remain in the traditional retiree plan, receiving benefit levels in accordance with the union contract or by health benefit entitlement established by ordinance.

- Traditional retiree plan entitlement will continue for dependent children of the Medicare eligible retiree. The benefit levels will be provided in accordance with the contract or by health benefit entitlement established by ordinance.
- Uninterrupted member enrollment in the carrier provided Medicare retiree plan is contingent upon timely Part A/B premium payments to Medicare which are made by the Medicare eligible retiree and spouse.
- If reenrollment in the carrier provided Medicare plan is required, the enrollment will be subject to the established enrollment periods provided for the City subscribers and their eligible dependents.
- The Medicare Part B reimbursement entitlement is contingent upon the entitlement reflected in the union contract or by health benefits entitlement established by ordinance.

(b). Pre-Paid Prescription Plan (Retired Employees).

1. Effective December 31, 1985, eligible retirees, with twenty-five (25) continuous years of service, who retired on or after January 1, 1985, and their eligible dependents, (dependent children are covered to age 19) shall continue to be covered under the level of benefits of the prescription plan outlined in Section 2 of this Article except that such retiree shall pay a three dollar (\$3.00) co-payment for each prescription for himself/herself and his/her eligible dependents.

2. Effective January 1, 1988, eligible retirees, with twenty-five (25) years of service, who retired on or after January 1, 1988, and their eligible dependents, (dependent children are covered to age 23) shall continue to be covered under the level of benefits of the prescription plan outlined in Section 2 of this Article.

3. Effective January 1, 1995, eligible retirees, with twenty five (25) years of service, who retired on or after January 1, 1995, and their eligible dependents, (dependent children are covered to age 23 shall be entitled to a prescription plan with a \$1.50 co-payment per prescription for generic drugs and a \$5.00 co-payment per prescription for non-generic drugs.

4. Effective January 1, 2006, eligible retirees with twenty five (25) years of service, who retired on or after January 1, 2006, and their eligible dependants (dependant children are covered until the end of the calendar year in which they turn 23) shall be entitled to a prescription plan with a Five Dollar (\$5.00)

co-payment per prescription for generic drugs and a Ten Dollar (\$10.00) co-payment per prescription for non-generic drugs.

(c). Dental Insurance Plan (Retired Employees)

1. Eligible retirees, with twenty-five (25) continuous years of service, who retired on or after January 1, 1983, and their eligible dependents, (dependent children are covered to age 19) shall continue to be covered under the dental insurance plan outlined in Appendix A of this Agreement. Said coverage is to continue until such time as the retiree attains the age of seventy (70).

2. Eligible retirees, with twenty-five (25) years of service, who retired on or after January 1, 1988, and their eligible dependents, (dependent children are covered to age 23) shall continue to be covered under the dental insurance plan outlined in Appendix A of this Agreement. Said coverage is to continue until such time as the retiree attains the age of seventy (70).

3. Effective January 1, 2010, the annual maximum dental benefit for eligible employees with twenty-five years of service who retire on or after January 1, 2010, and their eligible dependents, shall be the same as the dental benefit enjoyed as active employees at the time of their retirement.

(d.) For those employees who retire on or after January 1, 1988, it shall not be necessary for their service to have been continuous in order for them to be entitled to Health Benefits for Retirees under this Article.

SECTION 7:

a. Each active permanent employee covered by this Agreement shall be covered by a Ten Thousand Dollar (\$10,000.00) Death Benefit to be insured by a reputable Life Insurance company or at the City's sole option on a self-insured basis by the City. The City shall provide either on a self-insured basis or through a reputable insurance carrier Twenty Thousand Dollar (\$20,000.00) Accidental Death and Accidental Dismemberment coverage.

b. The aforesaid Life Insurance Death Benefit shall reduce to a total of One Thousand Five Hundred Dollars (\$1,500.00) for all employees upon retirement. Said Life Insurance Death Benefit coverage shall apply only to employees of the City of Newark and not their eligible dependents.

c. Effective January 1, 1998, the \$10,000.00 Life insurance Death Benefit and the \$20,000.00 Accidental Death and Dismemberment coverage for active employees shall be terminated and the \$1,500.00 coverage for employees who retire on or after January 1, 1998 shall be terminated.

SECTION 8:

Any contract of insurance purchased by the City pursuant to this Article shall be administered in accordance with the underwriting rules and regulations of the insurance carrier. The City's liability shall be limited to the provisions of the carrier's contract only.

SECTION 9:

Effective December 31, 1985, any member covered by this Agreement who retired on or after January 1, 1985 on a disability retirement, with less than 25 years of service, shall be entitled to the same coverage set forth in Section 6 of this Article as provided to eligible retirees who retired from employment with 25 years of service or more.

SECTION 10:

The City reserves the right to change insurance carriers during the term of this Agreement so long as substantially similar benefits but no less than those presently in effect are provided by the new carrier. The City shall notify the Association if such change is to be made. In any event, there shall be no interruption of coverage for employees and their eligible dependents.

SECTION 11:

a. Effective January 1, 2006 a voluntary cash waiver incentive program shall be implemented, whereby an employee would receive a pro-rata payment equal to 10% of the annual premium for each benefit plan that is waived at the end of the calendar year, provided that proof of alternative coverage is submitted.

b. Effective January 1, 2006, where an employee who is represented by the S.O.A. is married to another City employee, only one spouse shall be entitled to be a subscriber under any benefit plan offered by the City, and the other spouse shall be entitled to dependant coverage under the plan of the subscriber spouse. If the benefit plans of the Collective Bargaining Agreements are equal, the subscriber shall be the employee with the earliest date of birth in the calendar year. If the benefit plans under the two Collective Bargaining Agreements differ, the contract with the highest benefit level will prevail. Where one employee retires, the remaining active employee becomes the primary subscriber and the retiring spouse becomes the dependant. When they are both retired and one spouse dies, the retiree will be allowed to

enroll as a primary subscriber for the benefit plans to which he/she is entitled. In the event of divorce or death of the primary subscriber, the dependant employee shall be allowed to enroll for the benefit plans to which he/she is entitled.

c. If an employee who is the spouse of another City employee must waive his/her benefit plan, and becomes a dependant under his/her spouse's plan by the virtue of the above clause, the pro-rata payment shall be equal to 5% of the annual premium. In all cases, the annual payment shall be made in December of any calendar year. The dependant must be an active employee to receive the pro-rata payment.

SECTION 12:

Effective January 1, 2007, a Ten Dollar (\$10.00) per month payroll deduction contribution towards a retiree health benefits fund shall be established for active employees.

SECTION 13:

Where dependant coverage extends to age 23 in this agreement, it shall remain in effect through the end of the calendar year in which their 23rd birthday occurs, provided (a) the dependant is wholly dependant upon the active/retired employee for support and maintenance and (b) when the child is enrolled as a full time student in an educational institution.

ARTICLE XI

VACATIONS

SECTION 1:

Each employee shall be entitled to annual vacation leave with pay as follows:

Sergeant	26 working days
Lieutenant	27 working days
Captain	28 working days

SECTION 2:

Vacations may be taken between January 1 and December 15, provided however, that for administrative purposes date brackets will be made up in advance and must be adhered to. Seniority in rank will prevail in vacation choices.

Effective January 1, 1997, vacations may be taken between January 1 and December 31 provided however, that for administrative purposes date brackets will be made up in advance and must be adhered to. Seniority in the ranks will prevail in vacation choices and picks will be made within working units.

Effective January 1, 1997 vacation requests shall be submitted no later than November 15th and notification of approval shall be granted no later than December 31st. In such requests, each employee shall be entitled to designate up to five (5) vacation days as single use vacation days which shall be taken within that calendar year with the approval of the Commanding Officer.

Effective January 1, 1997, Supervisory Administrative personnel shall not be included in making vacation picks with Supervisory operational personnel.

Effective January 1, 2010, each employee shall be entitled to designate up to eight (8) vacation days as single use vacation days which shall be taken within that calendar year with the approval of the Commanding Officer.

SECTION 3:

Effective January 1, 1997 a vacation book shall be maintained to contain all unused vacation time.

SECTION 4:

Effective January 1, 1998, all employees in the Bargaining Unit during all or part of 1998 shall have the option to defer to compensatory time up to two (2) vacation days per year for 1998 and each year thereafter.

Effective January 1, 2000, all employees in the bargaining unit shall have the option to defer to compensatory time up to three (3) vacation days per year.

Effective January 1, 2010, the option to all employees to defer to compensatory time up to three (3) vacation days per year shall cease.

SECTION 5:

Effective January 15, 2000, a service based vacation leave schedule (same as FOP, meaning the officer shall retain the same vacation that he/she had as a police officer upon promotion) shall be implemented except that no police officer promoted into the bargaining unit will receive less days than he/she is earning as a police officer at time of promotion. Effective January 15, 2000, existing Sergeants upon promotion to Lieutenant for the duration of this agreement only will max out at 27 days. Effective January 15, 2000, existing Lieutenants upon promotion to Captain will remain at 27 days.

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/she 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. Request 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 Mayor through Executive Order, which approval may not be unreasonably withheld. No further renewal will be granted except upon 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/her commanding officer shall be granted five (5) consecutive calendar days leave of absence (the first day after the death shall be considered the first of the five consecutive days) and shall suffer no loss of regular pay on the death of wife, husband, father, mother, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, brother-in-law, sister, sister-in-law, stepbrother, stepsister, grandfather and grandmother, employee's spouse's grandparent (s) and civil union partner.

SECTION 2: LEAVE ALLOWANCE IN SPECIAL CASES

In special or unusual cases, a commanding officer may allow an employee to attend funeral or memorial services 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 has raised the employee or had a very close relationship with him/her.

SECTION 3: APPLICATION FOR FUNERAL LEAVE

Application for Funeral Leave shall be executed by an employee on the form provided in which shall be stated the specific relationship to the deceased and the days in which he/she 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 employee to the deceased.

ARTICLE XIV
SICK AND INJURED LEAVE

SECTION 1:

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

ARTICLE XV**ACCRUED COMPESATORY TIME****SECTION 1:**

Each 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 which would have been payable during active employment shall upon his/her demise be paid pro-rata, where applicable under the contract, to his/her estate provided that such payment is deemed lawful by the City's Corporation Counsel.

SECTION 3:

Each employee covered by this Agreement may, at his/her option, upon separation from the Police Department, receive wages and other benefits due him/her in a lump sum equal to the cost to the City for such wages and other benefits had the employee remained on the payroll to receive them. Base salary, longevity, holiday pay, overtime, vacation allowance, clothing allowance, stress allowance, detective's allowance and accrued compensatory terminal leave time shall be considered benefits for the purpose of this section and shall be computed for the length of time due the separated employee.

The aforesaid lump sum payment shall be made on the day of separation. In the event an employee who elects the lump sum option is entitled to wages and other benefits during two fiscal years, two lump sum payments shall be made. The first such payment shall be in an amount equal to the wages and benefits to which the employee would have been entitled for the year in which separation occurs and the second such payment shall be in an amount equal to the wages and benefits to which the employee would have been entitled for the year immediately following separation had he/she remained on the payroll.

The first payment shall be made upon separation and the second payment shall be made in the second week of January of the subsequent year.

In the event that a bargaining unit Agreement is executed subsequent to the employee's separation from the Police Department, but during the period when such employee is entitled to a benefit under this section, the City shall make the appropriate payments to the separated employees when it pays active employees their retroactive adjustment pay. The provisions of this section shall be prospective only.

ARTICLE XVI

PERSONAL BUSINESS

SECTION 1:

Each employee covered by this Agreement who was in the employ of the City on the date of the signing of the 1976-1977 Agreement has been credited with ten (10) personal business days.

SECTION 2:

An employee wishing to utilize any of such personal business days must make application for same in accordance with departmental rules and regulations. Such days shall not be used to extend vacations.

SECTION 3:

The aforementioned personal business days must be utilized, if at all, by the employee during active employment with the City prior to the commencement of terminal leave or retirement. The employee shall receive no cash benefit for any of the aforementioned days unless the City has denied him/her these days off because of staffing requirements.

ARTICLE XVII

SENIORITY

SECTION 1:

Traditional principles of seniority shall apply to employees covered by this Agreement. Seniority is defined to mean the accumulated length of service with the Department, computed from the last promotion date. An employee's length of service shall not be reduced by 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 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 XVIII

MAINTENANCE OF STANDARDS

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

- (a) Those benefits abridged or modified by this Agreement, or
- (b) Those changes in benefits which are not substantial and unreasonable.

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

ARTICLE XVI

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, following rights:

- (a) To the executive management and administrative control of the City Government and its properties and facilities;
- (b) To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment, assignment, promotion and transfer;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law; and
- (d) To the executive management of the Police Department by economical and efficient selection, utilization, deployment and disposition of equipment, notwithstanding any other provisions of this Agreement.

SECTION 2:

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices in 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 the United States.

SECTION 3:

Nothing contained in this Article shall be construed to deny or restrict the City of its rights, responsibilities and authority under N.J.S.A. 40; 40A and 11 or any other national, state, county or local laws or ordinances.

ARTICLE XX**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 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, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IV of this Agreement.

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 within 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 XXI**PUNITIVE DAMAGES****SECTION 1:**

(This article shall be subject to arbitration in accordance with the parties' Memorandum of Agreement setting forth the terms and conditions of employment, effective January 1, 2005)

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 of his/her 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 there from.

Where, however, the plaintiff in such action makes a claim for punitive damages in addition to any claim for compensatory damages the following procedure will apply:

As to the claim for compensatory damages, the Provisions of the preceding paragraph shall apply. As to the 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/her employment, or if it appears that such an issue is one over which reasonable persons 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/her 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 attorney's fees incurred or costs. In the event the plaintiff is successful at trial in his/her 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.

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 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 XXII

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 such agreement or contract in writing.

ARTICLE XXIII

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 operations.

Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, the parties agree that there will not be and that the Association, its officers, members, agents, or principles will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, 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, formenting 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 to order 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 XXIV**DISCRIMINATION AND COERCION****SECTION 1:**

There shall be no discrimination, interference or coercion by the City or by any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association. There shall be no discrimination or coercion by the Association or any of its agents against any employees covered by this Agreement because of membership or non-membership in the Association, nor shall the City 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 City nor the Association shall discriminate against any employee because of race, color, creed, age, national origin, gender or sexual orientation. The City will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XXV**INVESTIGATIONS**

General Order 05-04 Internal Affairs and amendments is recognized as the guideline for employees regarding official investigations. A copy of this Order shall be given to every employee.

ARTILE XXVI

ASSOCIATON PRIVILAGES—RESPONSIBILITIESSECTION 1:

The Association shall have the right to visit the Director and Headquarters 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 stationary.

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 to the terms of this Agreement by its members and managerial personnel during the term of this Agreement. Accordingly, copies of this Agreement shall be printed by the Union printing shop and be book-bound. The cost of printing will be borne equally by the Association and the City.

SECTION 5:

The members of the Association negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty and shall suffer no loss of regular pay for meetings between the City and the Association for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty. The City shall assign three (3) superior officers designated by the Association, to the Association office on a full-time basis for the purpose of conducting association business, who will there function with Detective's pay, and the use of one (1) city owned vehicle, and gas cards for thirty five (35) gallons a month each for the three (3) bargaining unit persons.

SECTION 6:

The City shall provide the following information to the Association in writing as soon as the information is available to the City, or as set forth hereafter:

1. Copy of annual report of Director when presented to the Mayor and the City Council.
2. Adopted budget when prepared and distributed to City Officials.
3. Annual Financial Statement, whenever submitted to the State of New Jersey.
4. Copies of retirement forms when approved by Director.
5. Weekly written reports of hospitalized employees submitted to the Director.
6. All approved or disapproved requests for Leave of Absence submitted to the Director.
7. In addition, information presently provided by the Police Department will continue to be so provided.

SECTION 7:

The Executive Board of the Association comprised of six (6) officials plus nine (9) delegates, not to exceed a total of fifteen (15) employees 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 Executive Board when such take place at a time when such officers are scheduled to be on duty. "Meetings" is defined to mean the ten (10) regular meetings and one emergency meeting, if necessary, per year.

SECTION 8:

Bulletin Boards

Subject to the approval of the Director, whose 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 concerning matters dealing with the welfare of employees. The Police Department's general bulletin boards shall not be used by any other labor organization representing employees in the same classification as those included in the bargaining unit covered by this agreement.

ARTICLE XXVII**SAVINGS CLAUSE****SECTION 1:**

In the event that any provision of this Agreement shall at any time 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 intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVIII**WAGES**

Upon execution of this Bargaining Agreement, the wages shall be retroactive to the effective date of the Agreement. Wage increases as follows:

2009 2.25%

2010 2.50%

2011 2.75%

2012 3.00%

Employees covered under this Agreement shall be exempt from furloughs.

ARTICLE XXIX**FULLY BARGAINED PROVISIONS****SECTION 1:**

This Agreement represents and incorporates the complete and final understanding of 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 in writing, duly executed by both parties.

ARTICLE XXX**DURATION****SECTION 1:**

This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect up to and including December 31, 2012.

SECTION 2:

Collective negotiations for a successor Agreement shall be conducted in accordance with the then-prevailing rules and regulations of the Public Employees Relations Commission.

SECTION 3:

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

APPENDIX A:

DENTAL PLAN BENEFIT SPECIFICATIONS

1. The plan must cover the S.O.A. member, their spouse, and their dependents to age 23.
2. The plan must allow the members to go to the dentist of their choice.
3. Payment by the plan must be based upon the N.J. Dental Association's definition of Usual, Customary, and Reasonable charges:

Usual - The "Usual" fee is the fee regularly charged for a given service by an individual dentist to his/her private patients (i.e., his/her own usual fee).

Customary - A fee is "Customary" when it is within the range of usual fees charged by dentists of similar training and experience for the same service, within that same specific and limited geographical area.

Reasonable - A fee is "Reasonable", when it meets the above two criteria and when, in the opinion of the plan it is justifiable considering the special circumstances of the particular case in question.

4. The Customary, Usual and Reasonable payments must be based upon the pre-filing of fees, with the plan, for procedures performed by the dentist. At least 80% of the dentists in the State of N.J. must have signed participating agreements and submitted a pre-filed fee schedule with the plan, so that the percentage of co-payment by the member of his/her dependent is constant for all members of the S.O.A..
5. Replacement of Missing Teeth Benefits - teeth which are missing prior to joining the plan will be covered under the plan.
6. The plan must cover new work on preexisting dental problems or prior dental work (e.g. replacement of a filling, repair of a bridge, etc.).
7. The plan must provide Orthodontic Benefits of up to \$1,000.00 per S.O.A. member, and for each individual dependent. This \$1,000.00 per case treated shall be in addition to the other coverage provided. There shall be no deductible on the Orthodontic Benefits. Additionally, the Orthodontic Benefit shall provide for a "pro-rating" of incomplete Orthodontic work, upon entrance into the plan. (This provision provides for the plan to cover Orthodontic work started but not completed before entry into the plan).

8. **BENEFITS SCHEDULE** (See Below)

		<u>PLAN COVERAGE</u>	<u>PATIENT'S SHARE</u>
Preventive	(See Addendum #1)	100%	-0-
Diagnostic	“ “	80%	20%.
Oral Surgery	“ “	80%	20%
Gen. Anesthesia	“ “	80%	20%
Restorative	“ “	80%	20%

Endodontic	“ “	80%	20%
Periodontic	“ “	80%	20%
Prosthetic	“ “	50%	50%
Orthodontic	“ “	100% of the first \$1,000 per case	-0-

- 9. Limitations (see addenda #II and #III)
- 10. Exclusions (see addendum #III)

SCHEDULE OF BENEFITS

The dental program covers the following Schedule of Benefits when services are rendered by a licensed dentist and when necessary and customary as determined by the standards of generally accepted dental practice.

I. BASIC BENEFITS

Preventive

Prophylaxis as required, but not more often than once in any six month period 100%
Topical application of fluoride solutions to age 19. Space maintainers.

Diagnostic

Procedures to assist the dentist in evaluating existing conditions to determine required dental treatment 80%

Oral Surgery

Procedures for extractions and other oral surgery including pre- and post-op operative care 80%

General Anesthesia

When administered for a covered oral surgery procedure performed by a dentist 80%

Restorative

Provides amalgam, synthetic, porcelain and plastic restorations for treatment of Carious lesions 80%

Crowns, inlays and gold restorations will be provided when teeth cannot be restored with the above materials

Periodontic

Procedures for treatment of tissues supporting the teeth 80%

II. PROSTHODONTIC BENEFITS:

Procedures for construction of bridges, partial and complete dentures 50%

III. ORTHODONTIC BENEFITS – 100% up to \$1,000 per family member

Procedures performed by a licensed dentist for eligible dependent children involving the use of an orthodontic appliance for treatment of misalignment of teeth and/or jaws which significantly interfere with their functions. Payment and benefits will cease at the end of the calendar year in which the dependent child attains age 23.

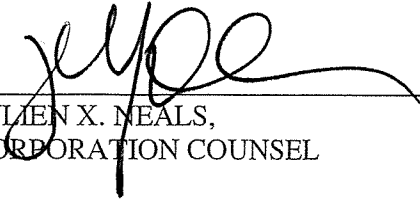
APPENDIX B
SALARY GUIDE

Position Title	Step	2009	2010	2011	2012
Captain 2718	Min.	\$105,778.65	\$108,423.11	\$111,404.75	\$114,746.89
	Mid.	\$108,055.76	\$110,757.15	\$113,802.97	\$117,217.06
	Max.	\$111,742.89	\$114,536.46	\$117,686.21	\$121,216.80
	Sr.				
	Pay	\$114,957.63	\$117,831.57	\$121,071.94	\$124,704.10
Lieutenant 2727	Min.	\$95,336.88	\$97,720.30	\$100,407.61	\$103,419.84
	Mid.	\$96,980.04	\$99,404.54	\$102,138.16	\$105,202.31
	Max.	\$100,658.99	\$103,175.46	\$106,012.79	\$109,193.17
	Sr.				
	Pay	\$103,555.73	\$106,144.63	\$109,063.60	\$112,335.51
Sergeant 2739	1st	\$84,416.58	\$86,526.99	\$88,906.48	\$91,573.68
	2nd	\$85,902.27	\$88,049.83	\$90,471.20	\$93,185.33
	3rd	\$88,475.90	\$90,687.80	\$93,181.71	\$95,977.17
	Max.	\$91,053.63	\$93,329.97	\$95,896.54	\$98,773.44
	Sr.				
	Pay	\$93,673.27	\$96,015.10	\$98,655.52	\$101,615.18

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Newark, New Jersey as of this _____ day of _____ 2009.

APPROVED AS TO FORM:

CITY OF NEWARK:



JULIEN X. NEALS,
CORPORATION COUNSEL



HON. CORY A. BOOKER, MAYOR

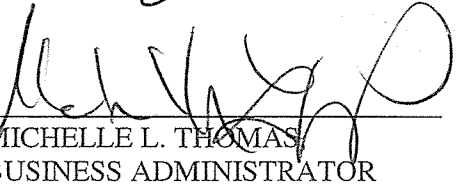
**THE POLICE SUPERIOR OFFICERS'
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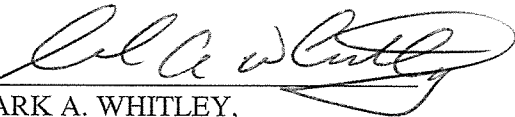
ROBERT MARASCO, CITY CLERK



JOHN J. CHRYSTAL III, PRESIDENT

2-2-10


MICHELLE L. THOMAS
BUSINESS ADMINISTRATOR



MARK A. WHITLEY,
1ST VICE PRESIDENT



KECIA DANIELS, H.R. DIRECTOR

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