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Resolution of the City of Newark, N.J.

NO. TRBC

Date of Adoption OCT 06 2004

Resolution ratifying and authorizing Mayor and Business Administrator to execute Labor Agreement between City of Newark and Newark Identification Officers Association, for period January 1, 2001 through December 31, 2008.

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

Factual contents certified by

[Signature]
Corporation Counsel

[Signature]
Title

Council Member Council of the Whole presents the following Resolution:

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

1. That the Newark Identification Officers Association 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.
2. That 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, 2001 through December 31, 2008.
3. That 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.
4. That the Mayor and Business Administrator of the City of Newark, New Jersey, are hereby authorized to execute the aforementioned Labor Agreement on behalf of the City of Newark, New Jersey.
5. That 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.
6. 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 Newark Identification Officers Association, covering January 1, 2001 through December 31, 2008.

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CERTIFIED TO BE THIS
12th DAY OF OCTOBER, 2004

Do not use space below this line

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				✓	CORCHADO	✓				TUCKER				✓
BELL	✓				CHANEYFIELD JENKINS	✓				WALKER	✓			
BRIDGEFORTH	✓				QUINTANA				✓	BRADLEY, Pres.	✓			

✓ Indicates Vote

AB - Absent

NV - Not Voting

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

OCT 06 2004

Donald Bradley
President of the Council

[Signature]
City Clerk

2004 SEP 24

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AGREEMENT

between

CITY OF NEWARK

and

NEWARK IDENTIFICATION OFFICERS ASSOCIATION

JANUARY 1, 2001 through DECEMBER 31, 2008

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PREAMBLE

This agreement made and entered into on the 1st day of January, 1995, by and between the CITY OF NEWARK, IN THE COUNTY OF ESSEX, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and NEWARK IDENTIFICATION OFFICERS ASSOCIATION, (hereinafter referred to as the "NIOA" or the "Association"). Any references to the "PBA" in this contract will now be recognized as the NIOA or the Association. This agreement 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 the Agreement, in order that more efficient and progressive public service may be rendered.

INTRODUCTION

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ARTICLE I
RECOGNITION

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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 employees holding the title of Identification Officer in the Newark Police Department, but excluding managerial executives, craft and professional employees, superior officers, clerical employees, supervisors, as defined in the New Jersey Employer-Employee Relations Act, and all others.

Section 2.

Unless otherwise indicated, the terms "Identification Officer," "employee" or "employees" when used in this Agreement refers to all persons represented by the Association in the above-defined negotiating unit. "Members" shall mean members of the collective bargaining unit represented by the Association.

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 thereafter become members during the terms 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.

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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 twice each month from the salary of each employee the sum certified as PBA dues and forward the sum to the PBA Treasurer and/or any other duly authorized officer.

Section 4.

Beginning thirty (30) days after agreement on this contract, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Prior to the beginning of each contract year, the PBA will notify the city in writing of the amount of regular membership dues, initiation fees and assessments charged by the PBA to its own members for that year. Any changes in the representation fee structure during the contract year shall be in accordance with the above.

After verification by the City that an employee must pay the representation fee, the City will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of

regular membership dues to the PBA.

The City shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

The representation fee in lieu of dues only shall be available to the PBA if the procedures hereafter are maintained by the PBA.

The PBA shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the PBA that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to review of the amount of the representation fee by requesting the PBA to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the PBA and contained in Section 5 infra.

The PBA shall submit a copy of the review system to the City. The deduction of the representation fee shall be available only if the PBA establishes and maintains this review system.

If the employee is dissatisfied with the PBA's decision, he/she may appeal to a three-member board established by the Governor.

Provisions in this clause are further conditioned upon the meeting of all requirements of applicable laws.

Section 5.

Pursuant to N.J.S.A. 34:13A-5-4, Section 2, the PBA and the City have reached an agreement whereby the PBA shall be entitled to a representation fee in lieu of dues from all non-union member employees for services rendered by the PBA.

The representation fee in lieu of dues shall be set at an amount not to exceed eighty-five percent (85%) of the regular membership dues, fees and assessments of the PBA.

Any non-union public employee who pays a representation fee to the PBA in lieu of dues shall have the right to demand and receive from the PBA, under the procedures outlined below, a return of any portion of that representation fee which represents the non-union member's pro-rata share of expenditures by the PBA that are in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment of such public employee or applied toward the cost of any other benefits available only to members of the PBA.

A demand for the return of that portion of the representation fee used for political and ideological activities not reasonably related to collective bargaining, contract administration and grievance resolution or applied toward the cost of any other benefits available only to members of the majority representative may be made by a non-union member assessed with said fee only in writing by certified mail, return receipt requested to: President,

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NIOA PO BOX 385

Newark, New Jersey 07102

A written demand must include the name, address and social security number, of the non-union member and must identify the non-member's work location.

Said demand may be filed during the January 1 to December 31 fiscal year. However, to receive a rebate for the entire fiscal year, a non-union member must submit his/her request during the last three weeks of December. A demand received during the course of the fiscal year will only be applied toward the remainder of said year. Demands received during the last three weeks of December will be presumed to be for the following fiscal year unless otherwise indicated.

A demand will only be valid for the following year if submitted during the last three weeks of December or if submitted during the course of the fiscal year, for the remainder of that year. Upon receipt of that demand, the portion of the non-union member's fees corresponding to an estimate of the portion of the PBA's expenditures on rebatable activities will be kept in an escrow account with interest accruing.

Each year the Executive Board will determine the amount of the PBA's expenditures on rebatable activities.

Any non-union member disagreeing with the Executive Board's determination shall have the right to appeal to the Executive Board or a hearing officer appointed by the Executive Board by filing a written appeal within 30 days of the date of receipt of the determination. The appeal should be addressed to the President.

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All non-union members filing such appeals, shall receive written notification of the date, site and time of the hearings for such appeals, a minimum of 10 days prior to the scheduled hearing date. At such hearings the PBA shall have the burden of proving that the portion of the representation fee demanded to be returned by the non-union member has not been used for political and ideological activities not reasonably related to collective bargaining, contract administration and grievance handling or applied toward the cost of any other benefits available only to members of PBA. All appealing non-union members shall be accorded a full and fair hearing before the Executive Board or hearing officer. Said Executive Board or hearing officer shall consider and decide appeals from the determination of the Executive Board within a reasonable time following the filing of such appeals. All non-union members may bypass this step in the appeal procedure and appeal directly to the Board appointed by the Governor of New Jersey pursuant to N.J.S.A. 34:13A-5, 6 as set forth below.

If any appealing non-union member is dissatisfied with the action of the Executive Board or hearing officer appointed by the Executive Board, he/she may further appeal, within 30 days following the decision of the Executive Board or hearing officer, to the three-member Board appointed by the Governor of New Jersey as provided in N.J.S.A. 34:13A-5, 6 and pursuant to the rules and regulations promulgated by the Public Employment Relations Commission of New Jersey.

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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 at the Records and Communication Division 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.

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 by submitting a written grievance, in a form mutually agreed to by the City and the PBA, under the provisions hereof, 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 the employee's 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) days after Step #1, then the grievance shall be submitted to the employee's commanding officer.

Step 3 If no satisfactory agreement is reached within five (5) 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 will be submitted to the Chief of Police who shall have ten (10) days to submit a decision.

The aggrieved employee has a right to representation by an Official of the PBA 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 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 a decision.

The aggrieved employee has a right to representation by an Official of the PBA in Steps 1, 2, 3, 4 and 5 above. The parties may, by mutual agreement in writing, 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.

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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 cancelled and the matter withdrawn from arbitration and an employee who elects to proceed to arbitration shall be deemed to have waived his/her right to proceed under Civil Service Law, Rules and Regulations and Procedures.

In the event of any unresolved grievance, either party may submit such grievances to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with its Rules and Regulations. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all 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 employer or the PBA 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/her own grievance and representing himself at all steps of the grievance procedure, except for Step 6 Arbitration, 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. Only the Association and the City shall have the right to pursue a grievance to Step 6, Arbitration.

(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.

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ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1.

- a) The hours for those employees who are assigned to steady administrative 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 one (1) month in advance, but complying with the general concept of four (4) days or nights on duty and two (2) days or nights off duty.
- c) For only those employees who are assigned to steady administrative shifts, there shall be a lunch break not to exceed twenty (20) minutes during each eight (8) hour tour of duty. This lunch break shall be taken provided that the employee shall remain on call during said break and shall immediately respond to any priority call or assignment which may arise.

Section 2.

If an employee is required to work overtime in excess of and in continuation of his/her regular day's shift and said overtime amounts to one (1) hour or less, said time shall be credited to accumulated overtime, and the employee 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.

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

Section 4.

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 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 5.

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

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ARTICLE VI

COURT TIME

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Section 1.

If an employee is required to appear in any court, judicial or administrative proceeding, in connection with his duties in the Department on his/her day off, time off or vacation day, he/she shall be paid for a minimum of three (3) hours at regular straight time pay.

ARTICLE VII
HOLIDAYS

Section 1.

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

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Lincoln's Birthday | 10. Veterans Day |
| 3. Washington's Birthday | 11. Thanksgiving |
| 4. Good Friday | 12. Christmas Day |
| 5. Easter Sunday | 13. Martin Luther King Day |
| 6. Memorial Day | 14. St. Patrick's Day |
| 7. Independence Day | 15. Flag Day |
| 8. Labor Day | 16. In Lieu of Birthday |

Section 2.

All employees covered by this Agreement shall receive a full day's pay for each of the first ten (10) 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 hereto administered.

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

Section 3.

Holiday pay shall be based on salary and shall include longevity.

Effective January 1, 1993, officers with twenty-three (23) years of service shall have their holiday pay thereafter be a component of salary and longevity and included in biweekly salary checks.

The aforesaid holiday pay benefit shall apply only to thirteen (13) paid holidays. The practice of crediting employees with three (3) days of compensatory time in lieu of holidays shall continue as heretofore administered. Holiday pay shall not be used in computation of overtime, court time, or any other fringe benefits referred to in this agreement.

Section 4.

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, and 66-149, 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 21, 1970.

ARTICLE VIIILONGEVITYSection 1.

(a) All employees hired prior to January 1, 2004 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 as of the January 1 preceding the anniversary date to be computed as follows:

- 4% at the commencement of the 5th year of service
- 6% at the commencement of the 10th year of service
- 8% at the commencement of the 15th year of service
- 10% at the commencement of the 20th year of service
- 12% at the commencement of the 25th year of service
- 14% at the commencement of the 30th year of service

Longevity will be based on the salary as of the January 1st preceding the anniversary date. The overtime payments made to employees covered by this Agreement shall include longevity pay at a rate consistent with the provisions of this Article.

(b) All employees hired on or after January 1, 2004, 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 as of the January 1 preceding the anniversary date to be computed as follows:

- Beginning January 1, following the 10th year of service - 4%
- Beginning January 1, following the 15th year of service - 6%
- Beginning January 1, following the 20th year of service - 8%
- Beginning January 1, following the 25th year of service - 10%
- Beginning January 1, following the 30th year of service - 14%

Section 2. (a) Longevity shall be based on service with the City from the date of original appointment, temporary or permanent, provided there is uninterrupted service. Longevity credit shall be automatic.

(b) There shall be no longevity service credit for the period an employee is on leave of absence without pay, when such leave was requested by the employee to take employment elsewhere.

(c) The longevity credit shall be added to the employee's salary and received by the employee at the time the longevity credit becomes due and shall be considered in total with the salary for pension purposes.

(d) Additional compensation of any nature, including overtime, change of rate or payment for additional assigned duties will not be considered in computing longevity payments, nor shall such longevity payments be considered in computing change of rate, or payment for additional assigned duties.

(e) Any interruption of service due to a cause beyond the control of the employee, or for military service, injury or illness, shall be considered as service for the City for the purpose of determining the completion of said cumulative periods of years of service with the City.

(f) Longevity payments shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each 2% longevity credit shall be based upon permanent salary received by the employee as of January 1, of the preceding year and the same percentage shall be paid each succeeding year until such employee reaches the next longevity step.

(g) Twelve (12) full months of service shall be considered as one (1) year for the purpose of calculating years of service.

Section 2.

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

ARTICLE IXCLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCESection 1.

Each employee covered by this Agreement shall be entitled to an annual clothing and equipment maintenance allowance of nine hundred dollars (\$925.00) which shall be paid on the first non-payday Friday \cong in December. Effective January 1, 2005, each employee covered by this Agreement shall be entitled to an annual clothing and equipment maintenance allowance of nine hundred twenty-five dollars (\$950.00) which shall be paid on the first non-payday Friday \cong in December.

Section 2.

The City shall make the payments described in Section 1 in a separate check.

Section 3.

Employees covered by this Agreement who are hired after January 1 of any year shall be entitled to a pro-rated clothing allowance from the date of commencement of employment for the year in which such commencement of employment occurs.

Employees who retire from the Department shall be entitled to a prorated 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 prorated clothing allowance to the date of such separation for the year in which such separation occurs.

ARTICLE XHEALTH INSURANCE AND LIFE INSURANCESection 1.

The City agrees to continue to provide at its expense health insurance coverage during the term of this Agreement for all active employees and their eligible dependents in accordance with the current health benefits plan: Blue Cross Hospitalization; Blue Shield P.A.C.E. (Performance and Cost Effectiveness) Medical-Surgical Plan; Blue Cross Rider J (\$400.00 annual allowance); Medical and Accidental Emergency Room Riders; and Aetna Major Medical.

Effective January 1, 2004, the Major Medical individual lifetime maximum shall be increased from \$250,000.00 to \$500,000.00 for active employees.

Effective January 1, 2005 the Major Medical Lifetime Maximum shall be increased from \$500,000.00 to \$750,000.00 for active employees.

Effective January 1, 2006 the Major Medical Lifetime Maximum shall be increased from \$750,000.00 to \$1,000,000.00 for active employees.

Effective January 1, 2004, the Major Medical annual deductible shall be increased from \$100.00 to \$150.00 for active employees. Effective January 1, 2005 the Major Medical annual deductible shall be increased from \$150.00 to \$200.00 for active employees. Effective January 1, 2006 the Major Medical annual deductible shall be increased from \$200.00 to \$250.00 for active employees.

~~For the purpose of the health and medical benefits outlined in this Section, dependent coverage for eligible children shall be as follows: The Blue Cross Hospitalization Plan and the Blue Shield P.A.C.E. Medical-Surgical Plan benefits shall cover eligible dependent children until the end of the calendar year in which their twenty-third (23rd) birthday occurs. The Aetna Major Medical benefit shall cover eligible dependent children until the date on which their nineteenth (19th) birthday occurs unless both of the following conditions are met:~~

(a) the child is wholly dependent upon the employee 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 (23rd) birthday occurs.

Section 2.

Effective January 1, 1988, 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 of the 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 remarrying.

Section 3.

Eligible retirees, with twenty-five years of continuous service, who retired on or prior to January 1, 1980, and their qualified dependents, shall be entitled to Blue Cross Hospitalization Plan; Blue Shield 14/20 Medical Surgical Plan; and Aetna Major Medical Plan (lifetime maximum \$100,000.00). Said coverage is to continue until such time as the retiree attains age sixty-five and is thereby eligible for coverage under Medicare as described infra.

Eligible retirees, with twenty-five years of service, who retired on or after January 1, 1980, and their qualified dependents, shall be entitled to Blue Cross Hospitalization Plan; Blue Shield 14/20 Medical Surgical Plan; Rider "J" (\$125.00 annual allowance); Medical and Accidental Emergency Room Riders; and Aetna Major Medical Plan. Said coverage is to continue until such time as the retiree attains age sixty-five and is thereby eligible for coverage under Medicare.

Eligible retirees, with twenty-five years of continuous service, who retired on or after to January 1, 1988, and their eligible dependents, shall be provided with an individual lifetime maximum of \$250,000.00 on their Aetna Major Medical coverage.

Effective January 1, 2005, the Major Medical Lifetime Maximum shall be increased from \$250,000.00 to \$1,000,000.00 and Major Medical annual deductible from \$100.00 to \$250.00 for those employees who retire on or after January 1, 2005.

For the purpose of the health and medical benefits outlined in this section, dependent coverage for eligible children 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 Blue Shield 14/20 Medical-Surgical Plan and Major Medical Plan benefits shall cover eligible dependent children until the date on which their nineteenth (19th) birthday 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 (23rd) birthday occurs.

Eligible retirees and their qualified dependents who receive Social Security checks and have earned Medicare Part A, upon proper notification to the City, shall be reimbursed for Medicare Part B payments.

Those eligible retirees who do not receive a social security check, upon proper notification to the City, shall be provided with Medicare Part B at the City's expense.

Those eligible retirees who have not earned sufficient Social Security credits to receive Medicare Part A, upon proper notification to the City, shall be provided with equivalent hospitalization coverage at the City's expense.

Additionally, all eligible retirees shall be provided with supplemental coverage for Medicare Part A (or its equivalent) and Medicare Part B, at the City's expense.

All eligible employees who retire on or after January 1, 1999, and who have earned Medicare Part A coverage shall be reimbursed by the City at the rate of fifty percent (50%) for the purchase of Medicare Part B upon proper notification by the retirees to the City.

Section 4.

Effective January 1, 1987, all eligible employees who retired on or after January 1, 1980, on an accidental disability retirement with less than twenty-five years of service shall receive the same health benefits as those members who retire on or after January 1, 1987, with twenty-five years of service as set forth in this Article.

Effective January 1, 1987, members who retire on an ordinary disability retirement shall receive the same health benefits as those members who retire on or after January 1, 1987, with twenty-five years of service as set forth in this Article.

Section 5.

The City reserves the right to change insurance carriers during the lifetime of the 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 NIOA if such change is made. In any event there shall be no interruption of medical benefit coverage for employees and their eligible dependents.

Section 6.

Each active permanent employee covered by this Agreement shall be covered by a Fifteen Thousand Dollar (\$10,000.00) Life Insurance Death Benefit to be insured by a reputable insurance company or, at the City's sole option, on a self-insured basis by the City itself. In addition, the City shall provide either on a self-insured basis or through a reputable insurance carrier a Thirty Thousand Dollar (\$30,000.00) Accidental Death and Dismemberment coverage.

Effective April 1, 1999, the \$15,000.00 Life Insurance Death Benefit and the \$30,000.00 Accidental Death and Dismemberment coverage shall be eliminated for active employees.

Section 7.

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. Effective April 1, 1999, the \$1,500.00 Life Insurance Death Benefit shall be eliminated for all employees who retire on or after January 1, 1999.

Section 8.

Said Life Insurance Death Benefit Coverage shall apply only to employees of the City of Newark and not their dependents.

Section 9.

Any contract of insurance purchased by the City pursuant to Sections 1 through 7 of 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.

Section 10.

The City will provide a prescription plan for active employees and their eligible dependents until the end of the calendar year in which their twenty-third (23rd) birthday occurs.

Effective October 1, 2004, the prescription co-pay for active employees and for current employees (hired on or before January 1, 2004) who retire on or after October 1, 2004, shall be increased from \$1.50 to \$5.00 per prescription for generic drugs, and from \$5.00 to \$10.00 for non-generic drugs.

Section 11.

Eligible retirees, with twenty-five years of service, who retired on or after January 1, 1985, and their spouses and eligible dependents, (dependent coverage for eligible children shall apply until the end of the calendar year in which their 19th birthday occurs) shall be entitled to a prescription plan with \$1.50 co-payment per prescription; and coverage shall continue until such time as the retiree attains the age of sixty-five (65) years.

Eligible retirees, with twenty-five years of service, who retired on or after January 1, 1987, and their spouses and eligible dependents, (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23) birthday occurs) shall be entitled to a prescription plan with \$1.50 co-payment per prescription; and coverage shall continue until such time as the retiree attains the age of sixty-five (65) years.

Eligible retirees with twenty-five (25) years of service, who retired on or after January 1, 1988, and their spouses and eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23rd) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment per prescription; and without an age limitation on the retiree.

Effective April 1, 1999, the prescription co-pay shall be increased from \$1.50 to \$5.00 per prescription for non-generic drugs for all eligible retirees who retire on or after January 1, 1999.

Effective January 1, 2004, those employees cover by this Agreement who are hired on or after January 1, 2004, shall not be entitled to any type of prescription benefits upon retirement.

Section 12.

The City will provide a dual choice dental plan for active employees and the eligible dependents at the current level of benefits. Dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23rd) birthday occurs.

Section 13.

Eligible retirees with twenty-five (25) years of service, who retired on or after January 1, 1981, and their eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23rd) birthday occurs) shall be entitled to a dual choice dental plan at the current level of benefits; and coverage shall continue until such time as the retiree attains the age of seventy (70) years.

Section 14.

In the event that legislation is enacted to provide retirement after twenty (20) years of service to police officers, the City of Newark agrees, upon request of the Association, to renegotiate the

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applicability of providing health and life insurance benefits currently enjoyed by employees with twenty-five years (25) years of service to those employees with twenty (20) years of service.

Section 15.

Any contract of insurance purchased by the City pursuant to Section 10 through 13 of 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.

Section 16.

The mandatory second surgical opinion plan excluding all medical emergencies shall remain in effect as part of the uniform plan affecting identification officers.

Effective April 1, 1999, the Patient Admission Review Program shall be established through Blue Cross and Blue Shield of New Jersey for all active employees and those who retire on or after January 1, 1999.

Section 17.

Effective April 1, 1999, a payroll deduction of \$10.00 per month shall be established, to be contributed toward the retiree health benefits fund.

ARTICLE XI

VACATIONS

Section 1.

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

All employees hired prior to January 1, 1999:

More than one year: Twenty-five (25) working days.

Section 2.

The following vacation schedule shall apply to all employees hired on or after January 1, 1999:

Less than one year: One working day for each month

12 days from commencement of employment through the completion of nine(9)calendar years of service;

17 days after the completion of nine (9) calendar years of service and up to the completion of nineteen (19) calendar years of service;

21 days after completion of nineteen (19) calendar years of service and up to the completion of twenty-four (24) calendar years of service;

25 days after the completion of twenty-five (25) calendar years of service and thereafter

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ARTICLE XII
LEAVE OF ABSENCE

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Section 1.

Any employee may be granted, with the approval of the Director of the Department, leave without pay up to a maximum of six (6) months, provided a request for such leave be made 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. All leave requests are subject to the ultimate approval of the Business Administrator.

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, Business Administrator or Mayor, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval by the Department of Civil Service.

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ARTICLE XIII

FUNERAL LEAVE

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Section 1. **Death in the Immediate Family**

Any employee by this Agreement, on application to his/her commanding officer, shall be granted five (5) consecutive days leave of absence and shall suffer no loss of regular pay on the death of wife, husband, father, mother, stepmother, stepfather, father-in-law, mother-in-law, son, daughter, step-son, step-daughter, brother, brother-in-law, sister, sister-in-law, step-brother, step-sister, grandfather and grandmother. In special or unusual circumstances, the commanding officer may grant additional time off, at his/her discretion.

Section 2. **Leave Allowance in Special Cases**

In special or unusual cases, a commanding officer may allow an 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 immediate kin has raised the employee, or had a very close relationship with him/her.

Section 3. **Application of Death Leave**

Application for a Death Leave shall be executed by the employee on the form provided in which the specific relationship between the deceased and the employee and the days in which he/she shall be absent shall be stated. 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.

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ARTICLE XIV

SICK AND INJURED LEAVE

Section 1.

The present sick and injured leave policies shall remain unchanged.

Section 2.

Effective July 1, 1986, members of the unit shall no longer be credited with past accumulated sick leave and they will cease to accumulate or be granted fifteen (15) sick days per year. Any member whose retirement is effective subsequent to June 30, 1986, at 11:59 p.m. shall not be entitled to the sick leave buy back provisions previously negotiated. Instead, however, effective July 1, 1986, any member who is absent from work on sick leave shall be entitled to a period of up to one (1) year sick leave.

Section 3.

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The following sick leave provisions shall apply to all employees covered by this Agreement who are hired on or after January 1, 2004.

A. GENERAL

Every employee covered by this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4A:6-1.1 et seq., of the Department of Civil Service Regulations for the State of New Jersey, as periodically revised, and the applicable provisions of N.J.S.A. 11:24-A et seq.

B. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees and provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of his/her immediate family who is seriously ill.

C. AMOUNT OF SICK LEAVE

1. Sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days every calendar year thereafter.

a. An employee hired on the first (1st) day of the month through the eighth (8th) day of the month shall receive sick leave credit of one (1) day for the month. An employee hired on the ninth (9th) day of the month through the twenty-third (23rd) day of the month shall receive a one-half (½) day sick leave credit for the month. An employee hired on the twenty-fourth (24th) day of the month through the last day of the month shall receive no sick leave credit for the month.

b. For the purposes of efficient sick leave scheduling and in accordance with the above schedules, an employee may be credited with sick leave (in each appropriate calendar year) prior to the leave actually being earned on the assumption that the employee will be employed for the full calendar year; however, an employee whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned used sick leave deducted from his/her last paycheck.

c. An employee whose service is terminated between the first (1st) and eighth (8th) day of the month shall not receive sick leave credit for the month. An employee whose service is terminated between the ninth (9th) and twenty-third (23rd) day of the month shall receive one-half (½) month's sick leave credit for the month. An employee whose

service is terminated on the twenty-fourth (24th) day of the month and thereafter shall receive one (1) month's sick leave credit for the month.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment, with the exception of retirement as described below. Upon termination, the City shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made part of the employee's permanent record.

D. UNUSED SICK LEAVE

Effective January 1, 1982, the City agrees to implement the following program to convert unused sick time into a cash payment for the employees covered in this Agreement at the time of their retirement.

1. For an employee who has accumulated zero (0) to fifty (50) days of unused sick time at the effective date of retirement there shall be no payment.

2. For an employee who has accumulated fifty-one (51) to one hundred and fifty (150) unused days of sick time inclusive, at the effective date of retirement there shall be a payment in the amount of twenty-five percent (25%) of the value of sick days exceeding 50 days computed on the average daily base permanent

salary, exclusive of longevity, overtime, and all other compensation of the employee for the 12 months preceding the effective date of retirement.

3. For an employee who has accumulated more than one hundred and fifty (150) days of unused sick time at the effective date of retirement there shall be a payment as in Section B above for the first 150 days and a payment in the amount of fifty percent (50%) of the value of the remaining accumulated sick time computed on the average daily base permanent salary, exclusive of longevity, overtime and all other compensation of the employee for the 12 months preceding the effective date of retirement up to a total maximum of twelve thousand dollars (\$12,000.00).

4. Effective January 1, 1990, for an employee who has accumulated fifty-one (51) to one hundred and fifty (150) unused days of sick time inclusive, at the effective date of retirement there shall be a payment in the amount of thirty-five percent (35%) of the value of sick days exceeding 50 days computed on the average daily base permanent salary, exclusive of longevity, overtime, and all other compensation of the employee for the 12 months preceding the effective date of retirement.

~~5. Effective January 1, 1991, for an employee who has~~
accumulated more than one hundred and fifty (150) days of unused sick time at the effective date of retirement there shall be a payment in accordance with the existing Agreement for the first 150 days and a payment in the amount of sixty percent (60%) of the

value of the remaining accumulated sick time computed on the average daily base permanent salary, exclusive of longevity, overtime, and all other compensation of the employee for the 12 months preceding the effective date of retirement up to a total maximum of fifteen thousand dollars (\$15,000.00).

E. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him/her to sick leave, the supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure by the employee to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

b. The City may consider an absence by an employee without notice for five (5) consecutive days to constitute a resignation.

F. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring absences of one day or less

in which case only one certificate shall be necessary for a period of six (6) months.

b. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to a contagious disease a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof may be required.

4. The City may be require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the City, by a physician designated by the City. Such physician designated by the City may consult with the employee's physician and shall establish whether the employee is capable of performing his/her normal duties and that his/her return will jeopardize the health of other employees.

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ARTICLE XV

ASSOCIATION BUSINESS LEAVE

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Section 1.

The members of the Association Negotiating Committee, not to exceed two (2) 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 negotiating 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/her 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, not to exceed five (5) in number, 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 and the membership meetings of the Association when such meetings take place at a time when such officers are scheduled to be on duty. "Meetings" refers to the regular monthly meeting and any emergency meeting, not to exceed three emergency meetings per year.

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Section 4.

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

Section 5.

Appointed Association Delegates not to exceed two (2) in number, or (1) delegate for every eight (8) members, shall be granted time off from duty, provided it does not interfere with the operation of the Department, and shall suffer no loss of regular pay to attend 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 dates of such convention and the names of the appointed delegates.

ARTICLE XVITEMPORARY 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 all the time he/she is so assigned.

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ARTICLE XVII
MILITARY SERVICE

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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 where applicable under the contract to his/her estate provided that such payment is deemed lawful by the City's Corporation Counsel.

Section 3.

Effective upon full execution of this Agreement, employees covered by this Agreement shall elect, upon retirement from the Department, the option of receiving wages and other benefits due

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them in a lump sum equal to the cost to the City for such wages and other benefits had the employees remained on the payroll to receive same.

That the aforesaid lump payment shall be made on the date of retirement. In the event an employee who elects the lump sum option is entitled to wage and other benefits during two fiscal years, two lump sum payments shall be made; the first, in an amount equal to the wages and benefits to which the employee would have been entitled for the year of retirement and the second, in an amount equal to the wages and benefits to which the employee would have been entitled for the year subsequent to retirement had he/she remained on the payroll. The first payment shall be made upon retirement and the second payment shall be made in the second week of January of the subsequent year.

The aforesaid lump sum option shall be prospective only.

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ARTICLE XIX

NEGOTIATIONS IMPASSE PROCEDURE

Effective January 1, 1999, the Association acknowledges that it is not entitled to the provisions of N.J.A.C. 19:16-5.1 et seq. The parties herein further agree that this subject will not be negotiable or arbitrable.

ARTICLE XX

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 date of hire. An employee's length of service shall be subtracted from an employee's seniority unless covered by N.J.A.C.

4A:8.2-4(d) due to authorized leave of 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 upon expiration of authorized leave 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.

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ARTICLE XXI

MAINTENANCE OF STANDARDS

Section 1.

All rights, privileges and benefits existing in all City of Newark Municipal Council Resolutions and Ordinances relative to the PBA since 1978 are retained with the following exceptions:

- a. Those benefits abridged or modified by this Agreement;
- b. Those changes in benefits which are not substantial and unreasonable;
- c. Elimination or modification of rights, privileges or benefits which are substantial and unreasonable shall be subject to the Grievance Procedure.

ARTICLE XXII

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 promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
- (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 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 N.J.S.A. 40, 40A, and N.J.S.A. 11, or any other national, state, county or local laws or ordinances.

ARTICLE XXIII
RULES AND REGULATIONS

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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, regulations, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulations, order or instructions and may file 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

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operate as a stay of the suspension of 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.

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ARTICLE XXV

EXTRA CONTRACT AGREEMENT

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 provisions of this Agreement unless the Association agrees to any change in writing.

ARTICLE XXVI

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BAN ON STRIKESSection 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, the parties hereto agree that there will 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 for 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 XXVII

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 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 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, sex, creed, color, age, or national origin. The City will cooperate with the Association with respect to all reasonable requests concerning the Associations' responsibilities as certified representative.

ARTICLE XXVIII

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 XXIX

ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

Section 1.

The Association shall have the right to visit the Director and Headquarters and other public facilities at all reasonable hours 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 to the terms of this Agreement by its members and managerial personnel during the life of this Agreement.

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Section 5.

The Newark PBA shall maintain their existing office space.

ARTICLE XXX

DISCIPLINE AND DISCHARGE

Section 1.

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

Section 2.

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

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ARTICLE XXXI

MUTUAL AID

Section 1.

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

Section 2.

The City shall not require employees covered by this contract to be located to other communities whose identification officers 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 XXXII
SAVINGS CLAUSE

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Section 1.

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or by 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 any existing or subsequently issued 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 Legislations, and that in the event any or all the salary increases or other economic changes for 1978 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.

Section 3.

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All retroactive salary increases shall be paid by a separate check and issued as soon as it may be possible.

Section 4.

All employees in the bargaining unit will receive their pay check by 3:00 p.m. every other Thursday.

Section 5.

The City will endeavor to provide a breakdown on all checks as to what is included in the pay in said check (overtime, stress/shift differential, etc.) as soon as it may be possible.

Section 6.

Effective January 1, 1993, any officer hired prior to September first of the year in which he/she was hired shall be given credit for a full year on guide and moved accordingly to the next step on guide. Officers hired on or after September first of any year shall remain on that step until the expiration of the next calendar year.

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ARTICLE XXXIII

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WAGES

Section 1.

Wages shall be paid to all employees covered by this Agreement in accordance with Appendix A attached hereto and made a part hereof, and shall be retroactive to January 1, 1995.

Section 2.

Members shall be entitled to a shift differential of \$950.00 per year, payable quarterly or a pro rata share of the said sum provided:

- (a) they are permanently assigned to work on a rotating shift basis; or
- (b) 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. to 12:00 noon.

Those employees covered by this Agreement who are temporarily assigned to work a shift as stated above in (a) or (b) shall receive a pro rata share of the monthly allowance, based on the length of time they serve in said capacity.

TKh 060247

7RH 061699

ARTICLE XXXIV

FULLY BARGAINED PROVISIONS

7RBG 100604

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.

DURATION

Section 1.

This Agreement shall be in full force and effect as of January 1, 2001, and shall be in effect to and including December 31, 2008, without any reopening date. On or after September 1, 2008, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

Section 2.

The parties shall negotiate any change, modification, termination of this Agreement in accordance with applicable law.

Section 3.

The terms of this Agreement shall continue in effect without change or alteration during the negotiations between the parties for a successor agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals at Newark, New Jersey on this ___ Day of _____ 2004.

~~CITY OF NEWARK~~

CITY OF NEWARK

Robert P. Marasco

ROBERT P. MARASCO, CITY CLERK

12/11/04

Sharpe James

SHARPE JAMES, MAYOR

WITNESSED:

John K. D'Auria

JOHN K. D'AURIA
PERSONNEL DIRECTOR

Richard A. Monteilh

RICHARD A. MONTEILH
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

NEWARK IDENTIFICATION
OFFICERS ASSOCIATION

Joanne Y. Watson

JOANNE Y. WATSON
CORPORATION COUNSEL

Michelle Rogers

BY: MICHELLE ROGERS
PRESIDENT

Pamela E. Washington

BY: PAMELA E. WASHINGTON,
VICE PRESIDENT

Newark Identification Officer's Association Negotiations (2001 - 2008)

● **Salary:**

Those employees who received their increments in 2001 and 2002 have received their raises for those years.

The 2003 salary shall be established by each employee receiving a Salary Step within their current salary range.

The 2004 salary shall be a 3% increase on the employee's 2003 base salary.

The 2005 salary shall be a 3% increase on the employee's 2004 base salary.

The 2006 salary shall be a 3% increase on the employee's 2005 base salary.

The 2007 salary shall be a 3% increase on the employee's 2006 base salary.

The 2008 salary shall be a 3% increase on the employee's 2007 base salary.

* No increments nor increases in salary shall be received beyond the expiration of the contract.

City's Proposed Salary Range

YEAR	1	2	3	4	5	6	7	8	9
2001 +	31,000	35,638	39,667	43,496	45,363	46,724	48,476	50,294	55,494
2002 +	"	"	"	"	"	"	"	"	"
2003 +	"	"	"	"	"	"	"	"	"
2004 +	"	"	"	"	"	"	"	"	"
2005 ↓	31,930	36,707	40,857	44,801	46,724	48,126	49,930	51,803	57,159
2006 ↓	32,888	37,808	42,083	46,145	48126	49,570	51,428	53,357	58,874
2007 ↓	33,875	38,942	43,345	47,529	49,570	51,057	52,971	54,958	60,640
2008 ↓	34,891	40,110	44,645	48,955	51,057	52,589	54,560	56,607	62,459

● Health Benefits

- Rx plan from \$1.50/\$5 increased to \$5/\$10 in '04
 - M.M. ded from \$100 increased to \$200 for active employees in '05
 - M.M. ded from \$200 increased to \$250 for active employees on '06
 - M.M. Lifetime Max from \$500K increased to \$750K for active employees in '05
 - M.M. Lifetime Max from \$750K increased to \$1M for active employees in '06
- Effective January 1, 2005, for those employees who retire on or after January 1, 2005 shall have the Major Lifetime Maximum increased from \$250,000 to \$1,000,000 and the Major Medical Annual Deductible increased from \$100.00 to \$250.00. (MSA)
- No Rx Plan into retirement (for new hires after 1/1/04 only)

● Other Benefits:

- Longevity Schedule to be made consistent with Council #21 (for new hires after 1/1/04 only)
- Sick Leave entitlement to be made consistent with Council#21 (for new hires after 1/1/04 only)

UNION

Michelle Rogers 7/9/04
Michelle Rogers date
NIOA, President

CITY OF NEWARK

John D' Auria 7/9/04
Personnel Director date

Gregory Franklin 7/9/04
Labor Relations & Compensation Officer date

Lysander Uzzell
Labor Relations Specialist date