

# Resolution of the City of Newark, N.J.

DEC 22 2009

NO. 7R1-AF(5)

Date of Adoption DEC 22 2009

Dept/ Agency: Administration/Division of Personnel  
 Action:  Ratifying  Authorizing  Amending  
 Type of Service: Labor Agreement  
 Purpose: Collective bargaining negotiations and settlement  
 Entity Name: City of Newark /The Newark Deputy Police Chiefs Association  
 Entity Address: 31 Green Street, 4th Fl., Newark, NJ  
 Project Fiscal Impact: 2009  
 Contract Period: January 1, 2009 through December 31, 2012  
 Contract Basis:  Bid  State Vendor  Prof. Ser.  EUS  
 Fair & Open  Non-Fair & Open  RFP  RFQ  Private Sale  
 Grant  Sub-recipient  n/a  Agreement  
 Additional Information: N/A

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

Corporation Counsel

Factual contents certified by

Title

Council Member Council of the Whole

presents the following Resolution:

WHEREAS, the Newark Deputy Police Chiefs 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.

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 Newark Deputy Police Chiefs Association covering January 1, 2009 through December 31, 2012.

CERTIFIED TO BY ME THIS

DEC 22 2009

2009 DEC 21 AM 10:32

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	✓				James	✓				Ramos	✓			
Bell				✓	Payne	✓				Rice	✓			
Gonzalez	✓				Quintana, Vice Pres.	✓				Crump, Pres.				✓

✓ Indicates Vote

AB - Absent

NV - Not Voting

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

DEC 22 2009

President of the Council

City Clerk

**BETWEEN**  
**CITY OF NEWARK**  
**ESSEX COUNTY, NEW JERSEY**  
**AND**  
**THE NEWARK DEPUTY CHIEFS ASSOCIATION**

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2012**

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**PREAMBLE**

This Agreement is made and entered into on this first day of January 2009, 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 NEWARK DEPUTY CHIEFS OF POLICE ASSOCIATION, 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:**

Pursuant to the PERC Certification dated September 1986, bearing Docket No. RO-87-23, 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 Deputy Chief's employed by the Police Department of the City but excluding all other Police Officers and their 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 once 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 as of July 1<sup>st</sup> or January 1<sup>st</sup>, whichever is sooner next succeeding the 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 pay 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; or
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 deduction 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 in question.

Except as otherwise provided in this Section 2, the mechanism 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 the 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 turn 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 an 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.



**ARTICLE III**

**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 the 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 the Police Director for the purpose of resolving the matter informally.

**Step 2:**

If a grievance is timely, and if no satisfactory agreement is reached within ten (10) calendar days after Step 1, then the grievance shall be reduced to writing and submitted to the Police Director.

**Step 3:**

Should no acceptable agreement be reached within five (5) calendar days after Step 2, then the matter shall be submitted to the Police Director who shall have ten (10) calendar days to submit his/her decision.

The aggrieved employee has a right to representation by an official of that Association in Steps 1, 2 and 3. If an employee desires such representation, it shall be his obligation to notify the Association of same. The parties may by mutual agreement, waive steps prior to Step 3.

Step 4:

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 Police Director, 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. 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. No disciplinary actions reviewable by the Department of Personnel under Civil Service Statutes may be submitted to arbitration.

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:

Grievance initiated by the City shall be filed directly with the Association with 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 hereinbefore provided, such grievance shall be presumed to be denied may be processed to the next step.

Section 6:

Disciplinary Grievance:

A grievance over minor disciplinary actions as this term is defined by the Civil Service Commission rules and regulations; shall proceed through the grievance arbitration procedure provided by Article III. All major disciplinary actions shall proceed through the hearing procedures provided by Civil Service Statues, Civil Service Commission and the Office of Administrative Law Rules and Regulations

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### SECTION 1:

- (a) The hours of work for those employees who are covered by this Agreement 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) A one (1) month advance notice of tour change is required prior to any change in the hours of work for those employees who are covered by this agreement.
- (c) The existing practices concerning lunch breaks shall be continued.

#### SECTION 2:

If an employee is required to work overtime 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 ½) 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 ½) times the regular rate of pay.

#### SECTION 4:

The Deputy Police Chief permanently assigned to the Detective Division shall receive a flat overtime allowance of \$650.00 per year in 1990; \$700.00 in 1991 and \$750.00 in 1992 in lieu of an hourly overtime payment for work performed in connection with routine assignments. The Union recognizes that the term Detective does not connote a Civil Service rank. Effective January 1, 1997, said Detective allowance shall be increased from \$750.00 to \$1,000.00 per year. Effective January 1, 2007, said Detective allowance shall be increased from \$1,000.00 to \$1,200.00 per year. This allowance shall apply to all Deputy Police Chiefs.

SECTION 5:

Effective September 1, 1988, each Deputy Police Chief shall receive a monthly stress/shift differential pay allowance of fifty-five dollars (\$55.00) or a pro-rata share of the same sum provided they are either permanently assigned to work a rotating shift basis or they are permanently assigned to work steady shifts, the starting time of which does not begin between the hours of 5:45 a.m. and 12:00 p.m.. Effective January 1, 2008, each Deputy Police Chief shall receive a monthly stress/shift differential pay allowance of one hundred dollars (\$100.00) or a pro-rata share of the sum as provided above.

Any compensation for a Deputy Police Chief who is temporarily assigned to work a rotating shift or a steady shift, the starting time of which does not begin between the hours of 5:45 a.m. and 12:00 p.m., shall be governed solely by the stress/shift differential provisions of this Section 5 and not by any other overtime section in this Agreement.

Those Deputy Police Chiefs 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. Temporary shift changes of more than three (3) days duration shall be governed by this Section 5.

SECTION 6:

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 work days shall be exactly equal to the number of weekdays, i.e. Mondays, Tuesday, Wednesday, 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 employees' 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.

**ARTICLE V**

**COURT TIME**

**SECTION 1:**

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 for three (3) hours at regular straight time pay.

**ARTICLE VI**

**HOLIDAYS**

**SECTION 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 <sup>nd</sup>           | 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:

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 IV), Court time (Article V) 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 any 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.

SECTION 3:

Commencing January 1, 1991, the practice of paying employees for holidays in June and December shall be discontinued. Holiday pay shall thereafter be an hourly component of salary and longevity and shall be included in the bi-weekly salary checks. The holiday component of base salary shall not be used in the computation of overtime (Article IV), Court time (Article V) 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 any other fringe benefits referred to in this Agreement. The practice of crediting employees with 3 days of compensatory time in lieu of holidays shall continue as heretofore administered. 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.

SECTION 4:

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

**ARTICLE VII**  
**LONGEVITY**

**SECTION 1:**

For long and faithful service Deputy Police Chiefs 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 5<sup>th</sup> year of service and every anniversary date thereafter.....4%
- Second Step: On the anniversary date which represents the commencement of the 10<sup>th</sup> year of service and every anniversary date thereafter.....6%
- Third Step: On the anniversary date which represents the commencement of the 15<sup>th</sup> year of service and every anniversary date thereafter.....8%
- Fourth Step: On the anniversary date which represents the commencement of the 20<sup>th</sup> year of service and every anniversary date thereafter.....10%
- Fifth Step: On the anniversary date which represents the commencement of the 25<sup>th</sup> year of service and every anniversary date thereafter.....12%
- Sixth Step: On the anniversary date which represents the commencement of the 30<sup>th</sup> 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 (Therefore, Deputy Chief's Association grievance 05-01 is hereby resolved). Longevity shall be calculated each January 1<sup>st</sup> and, if applicable, on each employee's anniversary date, in accordance with the longevity pay schedule as enumerated in Section 1.

**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 VIII**

**CLOTHING EQUIPMENT AND MAINTENANCE ALLOWANCE**

**SECTION 1:**

Each employee covered by this Agreement shall be entitled to an annual clothing and equipment maintenance allowance of eight hundred and fifty dollars (\$850.00), which shall be paid on the first “non-payday Friday” in December.

Effective January 1, 1995, each employee covered by this Agreement shall be entitled to an annual clothing and equipment maintenance allowance of nine hundred and twenty-five dollars (\$925.00), which shall be paid on the first “non-payday Friday” in December.

Effective January 1, 1996, each employee covered by this Agreement shall be entitled to an annual clothing and equipment maintenance allowance of nine hundred and fifty dollars (\$950.00), which shall be paid on the first “non-payday Friday” in December.

Effective January 1, 2006, each employee covered by this Agreement shall be entitled to an annual clothing and equipment maintenance allowance of one thousand dollars (\$1,000.00), which shall be paid on the first “non-payday Friday” in December.

Employees who retire from the Department shall be entitled to a prorated clothing allowance to the effective date of their retirement for the year in which such retirement commences. 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 IX**

**HEALTH INSURANCE AND LIFE INSURANCE**

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

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 members and their eligible dependents (dependent children are covered to age 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” (\$250.00 aggregate limit through August 30, 1988, and increased to \$400.00 effective September 1, 1988, and thereafter) and Emergency Medical Room Rider. Effective January 1, 1994, the City agrees to continue to provide at its expense major medical coverage with an individual lifetime maximum of \$500,000.00. Effective January 1, 2006, the City agrees to continue to provide at its expense major medical coverage with an individual lifetime maximum of \$1,000,000.00. Effective January 1, 2006, the annual major medical deductible shall increase from \$100.00 to \$250.00.

Effective January 1, 2010, the City agrees to increase major medical coverage from \$1,000,000.00 lifetime maximum to an unlimited lifetime maximum for active employees that retire on or after January 1, 2010.

Effective January 1, 1995, the mandatory Second Surgical Opinion Program shall be implemented as part of the City of Newark’s Traditional Plan effecting employees.

Effective January 1, 1995, the Patient Admission Review Program shall be established through City of Newark’s Traditional Plan.

Effective January 1, 1996, a \$10.00 per month payroll deduction contribution towards retiree health benefits fund shall be established.

Effective January 1, 2007, a \$20.00 per month payroll deduction contribution towards retiree health benefits fund shall be established.

Effective June 1, 2009, the PAR and MSSOP shall be eliminated

Effective January 1, 2010, a \$10.00 per month payroll deduction contribution towards retiree health benefits fund shall be established.

SECTION 2: PRE-PAID PRESCRIPTION PLAN (Active Employees)

The City agrees to continue to provide at its expense (except as otherwise provided herein) a pre-paid prescription plan with a one dollar and fifty cents (\$1.50) co-payment during the term of this Agreement for all active employees and their eligible dependents (dependent children are covered to age 23 as of September 1, 1988). Effective at full execution of contract, the prescription co-pay shall be increased from \$1.50 to \$5.00 per prescription for non-generic drugs. Effective January 1, 2006, the prescription co-pay shall be increased from \$1.50 (generic)/ \$5.00 (brand name) to \$5.00 (generic)/ \$10.00 (brand name).

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 coverage 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 as of September 1, 1998). Effective January 1, 2006, the limit of the annual reimbursement under the open dental plan will be increased from \$1,000.00 to \$1,500.00

SECTION 4: HEALTH MAINTENANCE ORGANIZATION (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: CASH WAIVER INCENTIVE PROGRAM

Effective January 1, 2006, implement voluntary cash waiver incentive program, where 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, so long as proof of alternative coverage is submitted. If an employee who is the spouse of another City employee must waive his/her benefit plan and becomes a dependent under his/her spouse's plan by virtue of the clause below, 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. In the event of divorce, or loss of alternative coverage, the employee who voluntarily waived his/her cash payment will be allowed to re-enroll in the benefit plans effective the first day of the following month and receive a pro-rata share of the annual premium payment in December of that given year, so long as proof of the loss of alternative coverage is submitted.

Additionally, effective January 1, 2006, where an employee who is represented by this bargaining unit 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 dependent coverage under the plan of the subscriber spouse. If the benefit plans of the labor contract(s) 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 labor contract(s) differ, the contract with the highest benefit level will prevail. Where one employee retires, the remaining active employee becomes the primary subscriber; the retiring spouse becomes the dependent. Where 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 the death of the primary subscriber, the dependent employee shall be allowed to enroll for the benefit plans to which he/she is entitled.

SECTION 6: CONTINUATION OF BENEFITS LINE OF DUTY DEATH

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 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.

SECTION 7:

(A) Hospitalization, Medical-Surgical, Rider "J" and Major Medical Coverage (Retired Employees)

Eligible retirees, with twenty-five (25) years of aggregate 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: The City on Newark's Traditional 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.

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.

Effective January 1, 1994, eligible retirees with twenty-five (25) years of service, who retire on or after January 1, 1994, and their eligible dependents shall be provided with an individual lifetime maximum of \$500,000.00 on their Prudential Major Medical Coverage.

Eligible retirees, with twenty-five (25) years of continuous service, who retired on or prior to December 31, 1982, and their eligible dependents shall be entitled to the following coverage: The City of Newark's Traditional Plan; Prudential 1400B 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.

Effective January 1, 2000, eligible retirees with twenty-five (25) years of service who retire on or after January 1, 2000, and their eligible dependents shall be entitled to Blue Shield P.A.C.E (Performance and Cost Effectiveness) Plan.

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 lifetime maximum of \$1,000,000.00 on their Major Medical Coverage. Effective January 1, 2006, the annual major medical deductible shall increase from \$100.00 to \$250.00.

For those employees who retire on or after January 1, 2006, the City shall also provide City of Newark's Traditional Plan Hospitalization and Major Medical plan benefits for eligible dependent children of retirees who are wholly dependent 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 23<sup>rd</sup> birthday occurs.

Effective January 1, 2010, the City agrees to increase major medical coverage from \$1,000,000.00 lifetime maximum to an unlimited lifetime maximum for active employees that retire on or after January 1, 2010.

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 notification by the retiree to the City.

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 notification by the retiree to the City. Medicare Part B standard 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.

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.

The aforementioned reimbursement for the purchase of Medicare Part B shall be eliminated for all those who retire on or after January 1, 2003.

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) and Aetna Major Medical.
- 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)

Effective September 1, 1988, eligible retirees, with twenty-five (25) years of service, and their eligible dependents, (dependent children are covered to age 23) shall be covered under the level of benefits of the prescription plan outlined in Section 2 of this Article and shall pay a one-dollar and fifty cents (\$1.50) co-payment for each prescription for himself/herself and his/her eligible dependents. The prescription co-pay shall be increased for \$1.50 to \$5.00 per prescription for non-generic drugs, for those who retire on or after January 1, 1994. The prescription co-pay shall be increased from \$1.50 (generic) / \$5.00 (brand name) to \$5.00 (generic) / \$10.00 (brand name) for those who retire on or after January 1, 2006.

(C) DENTAL INSURANCE (Retired Employees)

Eligible retirees, with twenty-five (25) years of service, who retire on or after September 1, 1988, and their eligible dependents (dependent children are covered to age 23) shall 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).

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

(E) The following paragraph is added to clarify extension of benefits for dependents to age 23: Where dependent coverage extends to age 23, it shall remain in effect through the end of the calendar year in which the 23<sup>rd</sup> birthday occurs, so long as (a) the dependent is wholly dependent upon the active employee for support and maintenance and (b) when the child is enrolled as a full-time student in an educational institution.

SECTION 8:

Effective September 1, 1988, 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.

Effective January 1, 1995, the aforementioned Death benefit and Accidental Death and Accidental Dismemberment Coverage shall be eliminated for active employees.

SECTION 9:

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 Death Benefit shall be eliminated for those employees who retire on or after January 1, 1995.

SECTION 10:

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 11:

Effective September 1, 1988, any member covered by this Agreement who retires on a disability retirement, with less than twenty-five (25) years of service shall be entitled to the same coverage set forth in Section 5 of this Article as provided to eligible retirees who retired from employment with twenty-five (25) years of service or more.

SECTION 12:

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

**ARTICLE X**  
**VACATIONS**

SECTION 1:

Each employee covered by this Agreement shall be entitled to twenty-nine (29) days annual vacation leave with pay.

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.

SECTION 3:



All twenty-nine (29) annual vacation days must be taken that year unless a Deputy Police Chief requests by November 15 a deferral of his annual vacation time to be taken within the first six (6) months of the next succeeding year. Such request for deferral of vacation may be granted or denied at the Director's discretion.

A Deputy Police Chief who is granted a deferral of his vacation time must use all such deferred vacation days within the first six (6) months of the next succeeding year. Other than a deferral granted by the Director pursuant to the above, there shall be no carry-over into the next succeeding year of any unused vacation days. There shall be no payment for any unused vacation days unless the Deputy Chief is denied use of his annual vacation days or deferred vacation days because of the pressures of the City's business.

SECTION 4:

For those employees appointed to the title of Police Deputy Chief on or after June 1, 2000, the following vacation schedule shall apply:

<u>Upon commencement of full calendar years:</u>	<u># of vacation days:</u>
1 through 5	18
6 through 15	22
16 through 19	25
20 and thereafter	26

SECTION 5: 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.

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

**ARTICLE XI**

**LEAVE OF ABSENSE**

**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.

**SECTION 3:**

Leaves of absence to take outside employment will generally be denied except as may be expressly permitted by Statute or when the Director of Police decides that the leave will benefit the City.

**ARTICLE XII**

**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.

In special or unusual circumstances, the commanding officer may grant additional time off, at his/her discretion, which time shall be deducted from the employees accumulated time on the books.

**SECTION 2:**           LEAVE ALLOWANCE IN SPECIAL CASES

In special or unusual cases, the Police Director 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 Police Director granting this leave to verify the death of the deceased and the relationship of the employee to the deceased.

**ARTICLE XIII**

**SICK AND INJURED LEAVE**

**SECTION 1:**

Sick leave shall be defined of an Employee from post or duty because of illness, accident, or exposure to contagious disease.

**SECTION 2:**

Regular, permanent salaried Employees covered by this Agreement shall be entitled to the following periods of sick leave per year at full pay:

Up to 1 continuous year of service	five (5) work days
1 to 2 continuous years of service	ten (10) work days
3 to 5 continuous years of service	twenty (20) works days
6 to 10 continuous years of service	fifty (50) work days
11 to 20 continuous years of service	one hundred (100) work days
Over 20 continuous years of service	one hundred twenty (120) work days

**SECTION 3:**

The City may require proof of illness from the Employee on sick leave where such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the City reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said Employee and also reserves the right to have the Employee examined by the City physician before returning to duty.

In all cases of reported illness or disability, the City reserves the right to send the City physician to investigate the report.

Not more than two (2) days per year of such sick leave may be used to care for a family member who is ill or injured.

SECTION 4:

When an absence due to illness does not exceed five (5) consecutive working days, normally the Employee's statement of the cause will be accepted without a supporting statement by the attending physician. The City reserves the right to have the Employee examined by the City physician before returning to duty. Any absence in excess of five (5) consecutive working days may, in the discretion of the Police Director or his designee, require a written statement from the attending physician. The City also reserves the right to require the Employee to be examined by the City physician and certified as fit for duty before returning to work.

SECTION 5:

Employees shall be permitted to accumulate unused sick time to a maximum of two hundred twenty-five (225) days to be used in the event of a non-occupational, long-term illness or disability. No accumulation of sick leave above two hundred twenty-five (225) work days will be permitted for the use of non-occupational, long-term illness or disability.

SECTION 6:

The City may grant leaves of absence without loss of pay in accordance with the provisions of **N.J.S.A. 40A: 14-137**.

SECTION 7:

Any employee who sustains an injury or an illness in the line of duty will be continued without loss of pay for a maximum of one (1) year, in accordance with **N.J.S.A. 40A: 14-137**. Additionally, any employee who suffers a catastrophic illness including but not limited to heart disease, stroke, or carcinoma will be continued without loss of pay for a maximum of one (1) year, in accordance with **N.J.S.A. 40A: 14-137**.

SECTION 8:

An employee who retires after completing twenty-five (25) or more years of service or on a disability retirement shall be entitled to payment for unused, accumulated sick leave at (50%) percent of the number of unused, accumulated sick days up to a maximum of Five Thousand (\$5,000.00) Dollars.

SECTION 9:

Payments which an Employee receives under provisions of Worker's Compensation or temporary disability laws shall either be remitted to the City or used as an offset to full salary payments.

SECTION 10:

Except as otherwise provided by law, any members of the City of Newark Police Department who shall be absent from duty without just cause or leave of absence for the continuous period of five (5) days shall cease to be a member of the Department.

SECTION 11:

Members and Employees unable to report for duty because of sickness or injury shall notify the Desk Officer in person or by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts.

SECTIONS 12:

Employees when sick or injured shall be responsible for notifying their superiors as to their place of confinement. If an employee is unable to report such confinement or change in such, a relative or other responsible person shall notify the Department with all pertinent facts.

SECTION 13:

Employees who are absent in an unauthorized manner may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when Employees:

- (a) Who, without authorization, are not at home or their place of confinement while on sick leave;
- (b) Feign illness or injury;
- (c) Deceive the City physician in any way as to their true condition;
- (d) Violate any provisions concerning the reporting of sickness or injury.

**ARTICLE XIV**

**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.

Effective January 1, 2006, Deputy Police Chiefs shall be entitled to one and a half (1 ½) hours daily on-call compensatory time.

Effective January 1, 2006, Deputy Police Chiefs who are assigned to the Operations Bureau, the Criminal Investigations Bureau, the Office of Professional Responsibility, and the Office of Drug and Gang Enforcement shall be entitled to one and a half 1 ½ hours daily on-call compensatory time while assigned to each of the aforementioned units.

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

**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 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. 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 pay. The provisions of this section shall be prospective only.

## ARTICLE XV

### 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 XVI**

**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.

This Article shall not be subject to the binding arbitration procedures of this Agreement.

**ARTICLE XVII**

**MAINTENANCE OF STANDARDS**

All Deputy Police Chiefs will be provided with a cell/or blackberry from the Police Department that they will respond to. All Deputy Police Chiefs shall have a Department vehicle assigned for 24-hour personal use.

The City is bound by all rights, privileges and benefits established or conferred during the administration of the current Police Director. Said rights, privileges and benefits shall discontinue upon the expiration of this Agreement and shall not be extended without negotiation or an express written agreement, among the parties do to so.

**ARTICLE XVIII**  
**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 XIX**

**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 employee or employees may regard the rule, regulation, order or instruction as grievance which shall be handled in accordance with the grievance procedure set forth in Article III of this Agreement.

The Association shall have the opportunity to grieve 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 and regulation. The foregoing shall not preclude the Association from grieving the application or interpretation of any rule or regulation in accordance with Article III.

**ARTICLE XX**

**PUNITIVE DAMAGES**

**SECTION 1:**

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

**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 XXII**

**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 XXIII**

**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, or national origin. The City will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

**ARTICLE XXIV**

**INVESTIGATIONS**

General Order 68-3, revised January 27, 1982, is recognized as the guideline for employees regarding official investigations. A copy of this Order shall be given to every employee.

**ARTILE XXV**

**ASSOCIATON PRIVILAGES—RESPONSIBILITIES**

**SECTION 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 two (2) 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.

**ARTICLE XXVI**

**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 XXVII**

**WAGES**

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

**ARTICLE XXVIII**

**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 XXIX**

**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.

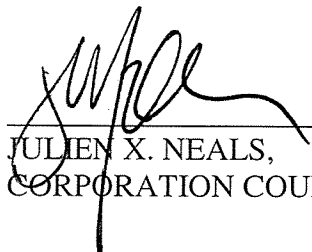
**SECTION 3:**


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

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:**

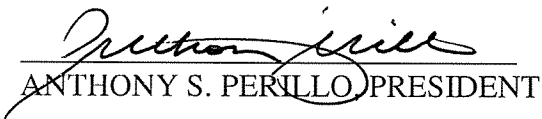
**CITY OF NEWARK:**


  
\_\_\_\_\_  
JULIEN X. NEALS,  
CORPORATION COUNSEL

  
\_\_\_\_\_  
HON. CORY A. BOOKER, MAYOR

**NEWARK DEPUTY POLICE  
CHIEFS ASSOCIATION**

  
\_\_\_\_\_  
ROBERT MARASCO, CITY CLERK

  
\_\_\_\_\_  
ANTHONY S. PERILLO PRESIDENT

1-27-10  
  
\_\_\_\_\_  
MICHELLE L. THOMAS,  
BUSINESS ADMINISTRATOR

  
\_\_\_\_\_  
KECIA DANIELS, H.R. DIRECTOR

**APPENDIX A:**

**DENTAL PLAN BENEFIT SPECIFICATIONS**

1. The plan must cover the 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 New Jersey Dental Association's definition of Usual, Customary, and Reasonable charges:
  - (a) 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).
  - (b) 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.
  - (c) Reasonable - A fee is "Reasonable" when it meets the above two (2) criteria and when, in the opinion of the plan it is justifiable considering the special circumstances of the particular case in question.
4. The Usual, Customary and Reasonable payments must be based upon the pre-filing of fees, with the plan, for procedures performed by the dentist. At least eighty percent (80%) of the dentist 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 Newark Deputy Police Chiefs Association.
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 the 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 one thousand dollars (\$1,000.00) for member, and for each individual dependent. This one thousand dollars (\$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. Benefit Schedules (see below)

		Plan Coverage	Patient's Share
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%
Prosthodontic	"	50%	50%
Orthodontic		100% of the first \$1,000 Per case	-0-

## 9. Limitations - (see addendum # 2 and # 3)

## 10. Exclusions - (see addendum # 3)

**SCHEDULE OF BENEFITS (ADDENDUM)**

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.

1. **Basic Benefits**

Preventive One hundred percent (100%)

Prophylaxis as required, but not more often than once in any six month period

Topical application of fluoride solutions to age 19

Space maintainers

Diagnostic Eighty percent (80%)

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

Oral Surgery Eighty percent (80%)

Procedures for extractions and other oral surgery procedure including pre- and post-operative care

General Anesthesia Eighty percent (80%)

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

Restorative Eighty percent (80%)

Provides amalgam, synthetic, porcelain, and plastic restorations for treatment of carious lesions

Endodontic Eighty percent (80%)

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

Periodontic Eighty percent (80%)

Procedures for treatment of tissues supporting the teeth

2. **PROSTHODONTIC BENEFITS**

Procedures for construction of bridges, partial and complete dentures  
fifty percent (50%)

3. **ORTHODONTIC BENEFITS**

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. One-hundred percent (100%) up to one thousand dollars

**APPENDIX B:**

**SALARY SCHEDULE FOR DEPUTY POLICE CHIEF**

<b>2009</b>	<b>\$126,453.39</b>
<b>2010</b>	<b>\$129,614.72</b>
<b>2011</b>	<b>\$133,179.12</b>
<b>2012</b>	<b>\$137,174.49</b>